

Attribution Assurance License
Copyright (c) 2002 by AUTHOR
PROFESSIONAL IDENTIFICATION * URL
"PROMOTIONAL SLOGAN FOR AUTHOR'S PROFESSIONAL PRACTICE"

All Rights Reserved

ATTRIBUTION ASSURANCE LICENSE (adapted from the original BSD license)
Redistribution and use in source and binary forms, with or without
modification, are permitted provided that the conditions below are met.
These conditions require a modest attribution to <AUTHOR> (the
"Author"), who hopes that its promotional value may help justify the
thousands of dollars in otherwise billable time invested in writing
this and other freely available, open-source software.

1. Redistributions of source code, in whole or part and with or without
modification (the "Code"), must prominently display this GPG-signed
text in verifiable form.
2. Redistributions of the Code in binary form must be accompanied by
this GPG-signed text in any documentation and, each time the resulting
executable program or a program dependent thereon is launched, a
prominent display (e.g., splash screen or banner text) of the Author's
attribution information, which includes:
 - (a) Name ("AUTHOR"),
 - (b) Professional identification ("PROFESSIONAL IDENTIFICATION"), and
 - (c) URL ("URL").
3. Neither the name nor any trademark of the Author may be used to
endorse or promote products derived from this software without specific
prior written permission.
4. Users are entirely responsible, to the exclusion of the Author and
any other persons, for compliance with (1) regulations set by owners or
administrators of employed equipment, (2) licensing terms of any other
software, and (3) local regulations regarding use, including those
regarding import, export, and use of encryption software.

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

--End of License

Academic Free License
Version 1.2

This Academic Free License applies to any original work of authorship
(the "Original Work") whose owner (the "Licensor") has placed the
following notice immediately following the copyright notice for the
Original Work:

Licensed under the Academic Free License version 1.2

Grant of License. Licensor hereby grants to any person obtaining a
copy of the Original Work ("You") a world-wide, royalty-free,

non-exclusive, perpetual, non-sublicenseable license (1) to use, copy, modify, merge, publish, perform, distribute and/or sell copies of the Original Work and derivative works thereof, and (2) under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, to make, use, sell and offer for sale the Original Work and derivative works thereof, subject to the following conditions.

Attribution Rights. You must retain, in the Source Code of any Derivative Works that You create, all copyright, patent or trademark notices from the Source Code of the Original Work, as well as any notices of licensing and any descriptive text identified therein as an "Attribution Notice." You must cause the Source Code for any Derivative Works that You create to carry a prominent Attribution Notice reasonably calculated to inform recipients that You have modified the Original Work.

Exclusions from License Grant. Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trademarks or service marks, may be used to endorse or promote products derived from this Original Work without express prior written permission of the Licensor.

Warranty and Disclaimer of Warranty. Licensor warrants that the copyright in and to the Original Work is owned by the Licensor or that the Original Work is distributed by Licensor under a valid current license from the copyright owner. Except as expressly stated in the immediately preceding sentence, the Original Work is provided under this License on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of NON-INFRINGEMENT, MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential part of this License. No license to Original Work is granted hereunder except under this disclaimer.

Limitation of Liability. Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to any person for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to liability for death or personal injury resulting from Licensor's negligence to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to You.

License to Source Code. The term "Source Code" means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work. Licensor hereby agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes. Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work, and by publishing the address of that information repository in a notice immediately following the copyright notice that applies to the Original Work.

Mutual Termination for Patent Action. This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License if You file a lawsuit in any court alleging that any OSI Certified open source software that is licensed under any license containing this "Mutual Termination for Patent Action" clause infringes any patent

claims that are essential to use that software.

Right to Use. You may use the Original Work in all ways not otherwise restricted or conditioned by this License or by law, and Licensor promises not to interfere with or be responsible for such uses by You.

This license is Copyright (C) 2002 Lawrence E. Rosen. All rights reserved. Permission is hereby granted to copy and distribute this license without modification. This license may not be modified without the express written permission of its copyright owner.

--

END OF LICENSE. The following is intended to describe the essential differences between the Academic Free License (AFL) version 1.0 and other open source licenses:

The Academic Free License is similar to the BSD, MIT, UoI/NCSA and Apache licenses in many respects but it is intended to solve a few problems with those licenses.

* The AFL is written so as to make it clear what software is being licensed (by the inclusion of a statement following the copyright notice in the software). This way, the license functions better than a template license. The BSD, MIT and UoI/NCSA licenses apply to unidentified software.

* The AFL contains a complete copyright grant to the software. The BSD and Apache licenses are vague and incomplete in that respect.

* The AFL contains a complete patent grant to the software. The BSD, MIT, UoI/NCSA and Apache licenses rely on an implied patent license and contain no explicit patent grant.

* The AFL makes it clear that no trademark rights are granted to the licensor's trademarks. The Apache license contains such a provision, but the BSD, MIT and UoI/NCSA licenses do not.

* The AFL includes the warranty by the licensor that it either owns the copyright or that it is distributing the software under a license. None of the other licenses contain that warranty. All other warranties are disclaimed, as is the case for the other licenses.

* The AFL is itself copyrighted (with the right granted to copy and distribute without modification). This ensures that the owner of the copyright to the license will control changes. The Apache license contains a copyright notice, but the BSD, MIT and UoI/NCSA licenses do not.

The Academic Free License
v. 2.0

This Academic Free License (the "License") applies to any original work of authorship (the "Original Work") whose owner (the "Licensor") has placed the following notice immediately following the copyright notice for the Original Work:
Licensed under the Academic Free License version 2.0

1) Grant of Copyright License. Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, sublicenseable license to do the following:

- a) to reproduce the Original Work in copies;
- b) to prepare derivative works ("Derivative Works") based upon the Original Work;
- c) to distribute copies of the Original Work and Derivative Works to the public;
- d) to perform the Original Work publicly; and

e) to display the Original Work publicly.

2) Grant of Patent License. Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, sublicenseable license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, to make, use, sell and offer for sale the Original Work and Derivative Works.

3) Grant of Source Code License. The term "Source Code" means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work. Licensor hereby agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes. Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work, and by publishing the address of that information repository in a notice immediately following the copyright notice that applies to the Original Work.

4) Exclusions From License Grant. Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trademarks or service marks, may be used to endorse or promote products derived from this Original Work without express prior written permission of the Licensor. Nothing in this License shall be deemed to grant any rights to trademarks, copyrights, patents, trade secrets or any other intellectual property of Licensor except as expressly stated herein. No patent license is granted to make, use, sell or offer to sell embodiments of any patent claims other than the licensed claims defined in Section 2. No right is granted to the trademarks of Licensor even if such marks are included in the Original Work. Nothing in this License shall be interpreted to prohibit Licensor from licensing under different terms from this License any Original Work that Licensor otherwise would have a right to license.

5) This section intentionally omitted.

6) Attribution Rights. You must retain, in the Source Code of any Derivative Works that You create, all copyright, patent or trademark notices from the Source Code of the Original Work, as well as any notices of licensing and any descriptive text identified therein as an "Attribution Notice." You must cause the Source Code for any Derivative Works that You create to carry a prominent Attribution Notice reasonably calculated to inform recipients that You have modified the Original Work.

7) Warranty of Provenance and Disclaimer of Warranty. Licensor warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensor are owned by the Licensor or are sublicensed to You under the terms of this License with the permission of the contributor(s) of those copyrights and patent rights. Except as expressly stated in the immediately preceding sentence, the Original Work is provided under this License on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of NON-INFRINGEMENT, MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential part of this License. No license to Original Work is granted hereunder except under this disclaimer.

8) Limitation of Liability. Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to any person for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to liability for death or personal injury resulting from Licensor's negligence to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to You.

9) Acceptance and Termination. If You distribute copies of the Original Work or a Derivative Work, You must make a reasonable effort under the circumstances to obtain the express assent of recipients to the terms of this License. Nothing else but this License (or another written agreement between Licensor and You) grants You permission to create Derivative Works based upon the Original Work or to exercise any of the rights granted in Section 1 herein, and any attempt to do so except under the terms of this License (or another written agreement between Licensor and You) is expressly prohibited by U.S. copyright law, the equivalent laws of other countries, and by international treaty. Therefore, by exercising any of the rights granted to You in Section 1 herein, You indicate Your acceptance of this License and all of its terms and conditions.

10) Termination for Patent Action. This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License as of the date You commence an action, including a cross-claim or counterclaim, for patent infringement (i) against Licensor with respect to a patent applicable to software or (ii) against any entity with respect to a patent applicable to the Original Work (but excluding combinations of the Original Work with other software or hardware).

11) Jurisdiction, Venue and Governing Law. Any action or suit relating to this License may be brought only in the courts of a jurisdiction wherein the Licensor resides or in which Licensor conducts its primary business, and under the laws of that jurisdiction excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any use of the Original Work outside the scope of this License or after its termination shall be subject to the requirements and penalties of the U.S. Copyright Act, 17 U.S.C. § 101 et seq., the equivalent laws of other countries, and international treaty. This section shall survive the termination of this License.

12) Attorneys Fees. In any action to enforce the terms of this License or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action. This section shall survive the termination of this License.

13) Miscellaneous. This License represents the complete agreement concerning the subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

14) Definition of "You" in This License. "You" throughout this License, whether in upper or lower case, means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with you. For purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

15) Right to Use. You may use the Original Work in all ways not otherwise restricted or conditioned by this License or by law, and Licensor promises not to interfere with or be responsible for such uses by You.

This license is Copyright (C) 2003 Lawrence E. Rosen. All rights reserved. Permission is hereby granted to copy and distribute this license without modification. This license may not be modified without the express written permission of its copyright owner.

The Academic Free License
v. 2.1

This Academic Free License (the "License") applies to any original work of authorship

(the "Original Work") whose owner (the "Licensor") has placed the following notice immediately following the copyright notice for the Original Work:

Licensed under the Academic Free License version 2.1

1) Grant of Copyright License. Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, sublicenseable license to do the following:

- a) to reproduce the Original Work in copies;
- b) to prepare derivative works ("Derivative Works") based upon the Original Work;
- c) to distribute copies of the Original Work and Derivative Works to the public;
- d) to perform the Original Work publicly; and
- e) to display the Original Work publicly.

2) Grant of Patent License. Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, sublicenseable license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, to make, use, sell and offer for sale the Original Work and Derivative Works.

3) Grant of Source Code License. The term "Source Code" means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work. Licensor hereby agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes. Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work, and by publishing the address of that information repository in a notice immediately following the copyright notice that applies to the Original Work.

4) Exclusions From License Grant. Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trademarks or service marks, may be used to endorse or promote products derived from this Original Work without express prior written permission of the Licensor. Nothing in this License shall be deemed to grant any rights to trademarks, copyrights, patents, trade secrets or any other intellectual property of Licensor except as expressly stated herein. No patent license is granted to make, use, sell or offer to sell embodiments of any patent claims other than the licensed claims defined in Section 2. No right is granted to the trademarks of Licensor even if such marks are included in the Original Work. Nothing in this License shall be interpreted to prohibit Licensor from licensing under different terms from this License any Original Work that Licensor otherwise would have a right to license.

5) This section intentionally omitted.

6) Attribution Rights. You must retain, in the Source Code of any Derivative Works that You create, all copyright, patent or trademark notices from the Source Code of the Original Work, as well as any notices of licensing and any descriptive text identified therein as an "Attribution Notice." You must cause the Source Code for any Derivative Works that You create to carry a prominent Attribution Notice reasonably calculated to inform recipients that You have modified the Original Work.

7) Warranty of Provenance and Disclaimer of Warranty. Licensor warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensor are owned by the Licensor or are sublicensed to You under the terms of this License with the permission of the contributor(s) of those copyrights and patent rights. Except as expressly stated in the immediately preceding sentence, the Original Work is provided under this License on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of NON-INFRINGEMENT, MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential

part of this License. No license to Original Work is granted hereunder except under this disclaimer.

8) Limitation of Liability. Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to any person for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to liability for death or personal injury resulting from Licensor's negligence to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to You.

9) Acceptance and Termination. If You distribute copies of the Original Work or a Derivative Work, You must make a reasonable effort under the circumstances to obtain the express assent of recipients to the terms of this License. Nothing else but this License (or another written agreement between Licensor and You) grants You permission to create Derivative Works based upon the Original Work or to exercise any of the rights granted in Section 1 herein, and any attempt to do so except under the terms of this License (or another written agreement between Licensor and You) is expressly prohibited by U.S. copyright law, the equivalent laws of other countries, and by international treaty. Therefore, by exercising any of the rights granted to You in Section 1 herein, You indicate Your acceptance of this License and all of its terms and conditions.

10) Termination for Patent Action. This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License as of the date You commence an action, including a cross-claim or counterclaim, against Licensor or any licensee alleging that the Original Work infringes a patent. This termination provision shall not apply for an action alleging patent infringement by combinations of the Original Work with other software or hardware.

11) Jurisdiction, Venue and Governing Law. Any action or suit relating to this License may be brought only in the courts of a jurisdiction wherein the Licensor resides or in which Licensor conducts its primary business, and under the laws of that jurisdiction excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any use of the Original Work outside the scope of this License or after its termination shall be subject to the requirements and penalties of the U.S. Copyright Act, 17 U.S.C. § 101 et seq., the equivalent laws of other countries, and international treaty. This section shall survive the termination of this License.

12) Attorneys Fees. In any action to enforce the terms of this License or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action. This section shall survive the termination of this License.

13) Miscellaneous. This License represents the complete agreement concerning the subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

14) Definition of "You" in This License. "You" throughout this License, whether in upper or lower case, means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with you. For purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

15) Right to Use. You may use the Original Work in all ways not otherwise restricted or conditioned by this License or by law, and Licensor promises not to interfere with or

be responsible for such uses by You.

This license is Copyright (C) 2003–2004 Lawrence E. Rosen. All rights reserved. Permission is hereby granted to copy and distribute this license without modification. This license may not be modified without the express written permission of its copyright owner.

Academic Free License (AFL) v. 3.0

This Academic Free License (the "License") applies to any original work of authorship (the "Original Work") whose owner (the "Licensor") has placed the following licensing notice adjacent to the copyright notice for the Original Work:

Licensed under the Academic Free License version 3.0

- 1) Grant of Copyright License. Licensor grants You a worldwide, royalty-free, non-exclusive, sublicensable license, for the duration of the copyright, to do the following:
 - a) to reproduce the Original Work in copies, either alone or as part of a collective work;
 - b) to translate, adapt, alter, transform, modify, or arrange the Original Work, thereby creating derivative works ("Derivative Works") based upon the Original Work;
 - c) to distribute or communicate copies of the Original Work and Derivative Works to the public, under any license of your choice that does not contradict the terms and conditions, including Licensor's reserved rights and remedies, in this Academic Free License;
 - d) to perform the Original Work publicly; and
 - e) to display the Original Work publicly.
- 2) Grant of Patent License. Licensor grants You a worldwide, royalty-free, non-exclusive, sublicensable license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, for the duration of the patents, to make, use, sell, offer for sale, have made, and import the Original Work and Derivative Works.
- 3) Grant of Source Code License. The term "Source Code" means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work. Licensor agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes. Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work.
- 4) Exclusions From License Grant. Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trademarks or service marks, may be used to endorse or promote products derived from this Original Work without express prior permission of the Licensor. Except as expressly stated herein, nothing in this License grants any license to Licensor's trademarks, copyrights, patents, trade secrets or any other intellectual property. No patent license is granted to make, use, sell, offer for sale, have made, or import embodiments of any patent claims other than the licensed claims defined in Section 2. No license is granted to the trademarks of Licensor even if such marks are included in the Original Work. Nothing in this License shall be interpreted to prohibit Licensor from licensing under terms different from this License any Original Work that Licensor otherwise would have a right to license.
- 5) External Deployment. The term "External Deployment" means the use, distribution, or communication of the Original Work or Derivative Works in any way such that the Original Work or Derivative Works may be used by anyone other than You, whether those works are distributed or communicated to those persons or made available as an application intended for use over a network. As an express condition for the grants of license hereunder, You must treat any External Deployment by You of the Original Work or a Derivative Work as a distribution under section 1(c).
- 6) Attribution Rights. You must retain, in the Source Code of any Derivative Works that You create, all copyright, patent, or trademark notices from the Source Code of the Original Work, as well as any notices of licensing and any descriptive text identified therein as an "Attribution Notice." You must cause the Source Code for any Derivative Works that You create to carry a prominent Attribution Notice reasonably calculated to inform recipients that You have modified the Original Work.

7) Warranty of Provenance and Disclaimer of Warranty. Licensor warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensor are owned by the Licensor or are sublicensed to You under the terms of this License with the permission of the contributor(s) of those copyrights and patent rights. Except as expressly stated in the immediately preceding sentence, the Original Work is provided under this License on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of non-infringement, merchantability or fitness for a particular purpose. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential part of this License. No license to the Original Work is granted by this License except under this disclaimer.

8) Limitation of Liability. Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to anyone for any indirect, special, incidental, or consequential damages of any character arising as a result of this License or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to the extent applicable law prohibits such limitation.

9) Acceptance and Termination. If, at any time, You expressly assented to this License, that assent indicates your clear and irrevocable acceptance of this License and all of its terms and conditions. If You distribute or communicate copies of the Original Work or a Derivative Work, You must make a reasonable effort under the circumstances to obtain the express assent of recipients to the terms of this License. This License conditions your rights to undertake the activities listed in Section 1, including your right to create Derivative Works based upon the Original Work, and doing so without honoring these terms and conditions is prohibited by copyright law and international treaty. Nothing in this License is intended to affect copyright exceptions and limitations (including fair use or fair dealing). This License shall terminate immediately and You may no longer exercise any of the rights granted to You by this License upon your failure to honor the conditions in Section 1(c).

10) Termination for Patent Action. This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License as of the date You commence an action, including a cross-claim or counterclaim, against Licensor or any licensee alleging that the Original Work infringes a patent. This termination provision shall not apply for an action alleging patent infringement by combinations of the Original Work with other software or hardware.

11) Jurisdiction, Venue and Governing Law. Any action or suit relating to this License may be brought only in the courts of a jurisdiction wherein the Licensor resides or in which Licensor conducts its primary business, and under the laws of that jurisdiction excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any use of the Original Work outside the scope of this License or after its termination shall be subject to the requirements and penalties of copyright or patent law in the appropriate jurisdiction. This section shall survive the termination of this License.

12) Attorneys' Fees. In any action to enforce the terms of this License or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action. This section shall survive the termination of this License.

13) Miscellaneous. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

14) Definition of "You" in This License. "You" throughout this License, whether in upper or lower case, means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with you. For purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

15) Right to Use. You may use the Original Work in all ways not otherwise restricted or conditioned by this License or by law, and Licensor promises not to interfere with or be responsible for such uses by You.

16) Modification of This License. This License is Copyright © 2005 Lawrence Rosen.

Permission is granted to copy, distribute, or communicate this License without modification. Nothing in this License permits You to modify this License as applied to the Original Work or to Derivative Works. However, You may modify the text of this License and copy, distribute or communicate your modified version (the "Modified License") and apply it to other original works of authorship subject to the following conditions: (i) You may not indicate in any way that your Modified License is the "Academic Free License" or "AFL" and you may not use those names in the name of your Modified License; (ii) You must replace the notice specified in the first paragraph above with the notice "Licensed under <insert your license name here>" or with a notice of your own that is not confusingly similar to the notice in this License; and (iii) You may not claim that your original works are open source software unless your Modified License has been approved by Open Source Initiative (OSI) and You comply with its license review and certification process.

GNU AFFERO GENERAL PUBLIC LICENSE
Version 3, 19 November 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<http://fsf.org/>>
Everyone is permitted to copy and distribute verbatim copies
of this license document, but changing it is not allowed.

Preamble

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

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

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

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

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

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

An older license, called the Affero General Public License and

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

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

TERMS AND CONDITIONS

0. Definitions.

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

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

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

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

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

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

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

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

1. Source Code.

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

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

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that

Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

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

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

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

2. Basic Permissions.

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

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

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

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

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

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or

modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

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

5. Conveying Modified Source Versions.

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

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

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

6. Conveying Non-Source Forms.

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

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium

customarily used for software interchange.

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

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

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

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

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

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

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

If you convey an object code work under this section in, or with, or

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

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

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

7. Additional Terms.

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

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

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

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

material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

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

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

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

8. Termination.

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

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

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

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

9. Acceptance Not Required for Having Copies.

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

10. Automatic Licensing of Downstream Recipients.

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

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

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

11. Patents.

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

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

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

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

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

country that you have reason to believe are valid.

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

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

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

12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

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

Notwithstanding any other provision of this License, if you modify the Program, your modified version must prominently offer all users interacting with it remotely through a computer network (if your version supports such interaction) an opportunity to receive the Corresponding Source of your version by providing access to the Corresponding Source from a network server at no charge, through some standard or customary means of facilitating copying of software. This Corresponding Source shall include the Corresponding Source for any work covered by version 3 of the GNU General Public License that is incorporated pursuant to the following paragraph.

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

14. Revised Versions of this License.

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

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

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

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

15. Disclaimer of Warranty.

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

16. Limitation of Liability.

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

17. Interpretation of Sections 15 and 16.

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

This program is free software: you can redistribute it and/or modify it under the terms of the GNU Affero General Public License as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version.

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

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

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

If your software can interact with users remotely through a computer network, you should also make sure that it provides a way for users to get its source. For example, if your program is a web application, its interface could display a "Source" link that leads users to an archive of the code. There are many ways you could offer source, and different solutions will be better for different programs; see section 13 for the specific requirements.

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary. For more information on this, and how to apply and follow the GNU AGPL, see <<http://www.gnu.org/licenses/>>.

GNU AFFERO GENERAL PUBLIC LICENSE

Version 3, 19 November 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<https://fsf.org/>>

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

Preamble

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

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

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

Developers that use our General Public Licenses protect your rights with two

steps: (1) assert copyright on the software, and (2) offer you this License which gives you legal permission to copy, distribute and/or modify the software.

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

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

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

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

TERMS AND CONDITIONS

0. Definitions.

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

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

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

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

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

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

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

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how

to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

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

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

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

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

subprograms and other parts of the work.

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

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

2. Basic Permissions.

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

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

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

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

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

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

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

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

5. Conveying Modified Source Versions.

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

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

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

6. Conveying Non-Source Forms.

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

a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.

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

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

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

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

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

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

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

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement

does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

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

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

7. Additional Terms.

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

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

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

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

All other non-permissive additional terms are considered “further restrictions” within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term.

If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

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

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

8. Termination.

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

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

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

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

9. Acceptance Not Required for Having Copies.

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

10. Automatic Licensing of Downstream Recipients.

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

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

You may not impose any further restrictions on the exercise of the rights

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

11. Patents.

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

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

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

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

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent

license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

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

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you

(or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

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

12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may

not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

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

Notwithstanding any other provision of this License, if you modify the Program, your modified version must prominently offer all users interacting with it remotely through a computer network (if your version supports such interaction) an opportunity to receive the Corresponding Source of your version by providing access to the Corresponding Source from a network server at no charge, through some standard or customary means of facilitating copying of software. This Corresponding Source shall include the Corresponding Source for any work covered by version 3 of the GNU General Public License that is incorporated pursuant to the following paragraph.

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

14. Revised Versions of this License.

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

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

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

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

15. Disclaimer of Warranty.

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

16. Limitation of Liability.

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

17. Interpretation of Sections 15 and 16.

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

How to Apply These Terms to Your New Programs

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

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

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

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

This program is free software: you can redistribute it and/or modify it under the terms of the GNU Affero General Public License as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version.

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

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

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

If your software can interact with users remotely through a computer network, you should also make sure that it provides a way for users to get its source.

For example, if your program is a web application, its interface could display a "Source" link that leads users to an archive of the code. There are many ways you could offer source, and different solutions will be better for different programs; see section 13 for the specific requirements.

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary. For more information on this, and how to apply and follow the GNU AGPL, see <https://www.gnu.org/licenses/>.

ANTLR SOFTWARE RIGHTS

ANTLR 1989–2006 Developed by Terence Parr
Partially supported by University of San Francisco & jGuru.com

We reserve no legal rights to the ANTLR--it is fully in the public domain. An individual or company may do whatever they wish with source code distributed with ANTLR or the code generated by ANTLR, including the incorporation of ANTLR, or its output, into commercial software.

We encourage users to develop software with ANTLR. However, we do ask that credit is given to us for developing ANTLR. By "credit", we mean that if you use ANTLR or incorporate any source code into one of your programs (commercial product, research project, or otherwise) that you acknowledge this fact somewhere in the documentation, research report, etc... If you like ANTLR and have developed a nice tool with the output, please mention that you developed it using ANTLR. In addition, we ask that the headers remain intact in our source code. As long as these guidelines are kept, we expect to continue enhancing this system and expect to make other tools available as they are completed.

The primary ANTLR guy:

Terence Parr
parrt@cs.usfca.edu
parrt@antlr.org

ADAPTIVE PUBLIC LICENSE

Version 1.0

THE LICENSED WORK IS PROVIDED UNDER THE TERMS OF THIS ADAPTIVE PUBLIC LICENSE ("LICENSE"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE LICENSED WORK CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS LICENSE AND ITS TERMS, WHETHER OR NOT SUCH RECIPIENT READS THE TERMS OF THIS LICENSE. "LICENSED WORK" AND "RECIPIENT" ARE DEFINED BELOW.

IMPORTANT NOTE: This License is "adaptive", and the generic version or another version of an Adaptive Public License should not be relied upon to determine your rights and obligations under this License. You must read the specific Adaptive Public License that you receive with the Licensed Work, as certain terms are defined at the outset by the Initial Contributor.

See Section 2.2 below, Exhibit A attached, and any Suppfile.txt accompanying this License to determine the specific adaptive features applicable to this License. For example, without limiting the foregoing, (a) for selected choice of law and jurisdiction see Part 3 of Exhibit A; (b) for the selected definition of Third Party see Part 4 of Exhibit A; and (c) for selected patent licensing terms (if any) see Section 2.2 below and Part 6 of Exhibit A.

1. DEFINITIONS.

1.1. "CONTRIBUTION" means:

(a) In the case of the Initial Contributor, the Initial Work distributed under this License by the Initial Contributor; and

(b) In the case of each Subsequent Contributor, the Subsequent Work originating from and distributed by such Subsequent Contributor.

1.2. "DESIGNATED WEB SITE" means the web site having the URL identified in Part 1 of Exhibit A, which URL may be changed by the Initial Contributor by posting on the current Designated Web Site the new URL for at least sixty (60) days.

1.3. "DISTRIBUTOR" means any Person that distributes the Licensed Work or any portion thereof to at least one Third Party.

1.4. "ELECTRONIC DISTRIBUTION MECHANISM" means any mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "EXECUTABLE" means the Licensed Work in any form other than Source Code.

1.6. "GOVERNING JURISDICTION" means the state, province or other legal jurisdiction identified in Part 3 of Exhibit A.

1.7. "INDEPENDENT MODULE" means a separate module of software and/or data that is not a derivative work of or copied from the Licensed Work or any portion thereof. In addition, a module does not qualify as an Independent Module but instead forms part of the Licensed Work if the module: (a) is embedded in the Licensed Work; (b) is included by reference in the Licensed Work other than by a function call or a class reference; or (c) must be included or contained, in whole or in part, within a file directory or subdirectory actually containing files making up the Licensed Work.

1.8. "INITIAL CONTRIBUTOR" means the Person or entity identified as the Initial Contributor in the notice required by Part 1 of Exhibit A.

1.9. "INITIAL WORK" means the initial Source Code, object code (if any) and documentation for the computer program identified in Part 2 of Exhibit A, as such Source Code, object code and documentation is distributed under this License by the Initial Contributor.

1.10. "LARGER WORK" means a work that combines the Licensed Work or portions thereof with code not governed by this License.

1.11. "LICENSED WORK" means the Initial Work and/or any Subsequent Work, in each case including portions thereof.

1.12. "LICENSE NOTICE" has the meaning assigned in Part 5 of Exhibit A.

1.13. "MODIFICATION" or "MODIFICATIONS" means any change to and/or addition to the Licensed Work.

1.14. "PERSON" means an individual or other legal entity, including a corporation, partnership or other body.

1.15. "RECIPIENT" means any Person who receives or obtains the Licensed Work under this License (by way of example, without limiting the foregoing, any Subsequent Contributor or Distributor).

1.16. "SOURCE CODE" means the source code for a computer program, including the source code for all modules and components of the computer program, plus any associated interface definition files, and scripts used to control compilation and installation of an executable.

1.17. "SUBSEQUENT CONTRIBUTOR" means any Person that makes or contributes to the making of any Subsequent Work and that distributes that Subsequent Work to at least one Third

Party.

1.18. "SUBSEQUENT WORK" means a work that has resulted or arises from changes to and/or additions to:

- (a) the Initial Work;
- (b) any other Subsequent Work; or
- (c) to any combination of the Initial Work and any such other Subsequent Work;

where such changes and/or additions originate from a Subsequent Contributor. A Subsequent Work will "originate" from a Subsequent Contributor if the Subsequent Work was a result of efforts by such Subsequent Contributor (or anyone acting on such Subsequent Contributor's behalf, such as, a contractor or other entity that is engaged by or under the direction of the Subsequent Contributor). For greater certainty, a Subsequent Work expressly excludes and shall not capture within its meaning any Independent Module.

1.19. "SUPPLEMENT FILE" means a file distributed with the Licensed Work having a file name "suppfile.txt".

1.20. "THIRD PARTY" has the meaning assigned in Part 4 of Exhibit A.

2. LICENSE.

2.1. COPYRIGHT LICENSE FROM INITIAL AND SUBSEQUENT CONTRIBUTORS.

(a) Subject to the terms of this License, the Initial Contributor hereby grants each Recipient a world-wide, royalty-free, non-exclusive copyright license to:

(i) reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Initial Work; and

(ii) reproduce, publicly display, publicly perform, distribute, and sublicense any derivative works (if any) prepared by Recipient;

in Source Code and Executable form, either with other Modifications, on an unmodified basis, or as part of a Larger Work.

(b) Subject to the terms of this License, each Subsequent Contributor hereby grants each Recipient a world-wide, royalty-free, non-exclusive copyright license to:

(i) reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Subsequent Work of such Subsequent Contributor; and

(ii) reproduce, publicly display, publicly perform, distribute, and sublicense any derivative works (if any) prepared by Recipient;

in Source Code and Executable form, either with other Modifications, on an unmodified basis, or as part of a Larger Work.

2.2. PATENT LICENSE FROM INITIAL AND SUBSEQUENT CONTRIBUTORS.

(a) This License does not include or grant any patent license whatsoever from the Initial Contributor, Subsequent Contributor, or any Distributor unless, at the time the Initial Work is first distributed or made available under this License (as the case may be), the Initial Contributor has selected pursuant to Part 6 of Exhibit A the patent terms in paragraphs A, B, C, D and E from Part 6 of Exhibit A. If this is not done then the Initial Work and any other Subsequent Work is made available under the License without any patent license (the "PATENTS-EXCLUDED LICENSE").

(b) However, the Initial Contributor may subsequently distribute or make available (as the case may be) future copies of: (1) the Initial Work; or (2) any Licensed Work distributed by the Initial Contributor which includes the Initial Work (or any portion

thereof) and/or any Modification made by the Initial Contributor; available under a License which includes a patent license (the "PATENTS-INCLUDED LICENSE") by selecting pursuant to Part 6 of Exhibit A the patent terms in paragraphs A, B, C, D and E from Part 6 of Exhibit A, when the Initial Contributor distributes or makes available (as the case may be) such future copies under this License.

(c) If any Recipient receives or obtains one or more copies of the Initial Work or any other portion of the Licensed Work under the Patents-Included License, then all licensing of such copies under this License shall include the terms in paragraphs A, B, C, D and E from Part 6 of Exhibit A and that Recipient shall not be able to rely upon the Patents-Excluded License for any such copies. However, all Recipients that receive one or more copies of the Initial Work or any other portion of the Licensed Work under a copy of the License which includes the Patents-Excluded License shall have no patent license with respect to such copies received under the Patents-Excluded License and availability and distribution of such copies, including Modifications made by such Recipient to such copies, shall be under a copy of the License without any patent license.

(d) Where a Recipient uses in combination or combines any copy of the Licensed Work (or portion thereof) licensed under a copy of the License having a Patents-Excluded License with any copy of the Licensed Work (or portion thereof) licensed under a copy of the License having a Patents-Included License, the combination (and any portion thereof) shall, from the first time such Recipient uses, makes available or distributes the combination (as the case may be), be subject to only the terms of the License having the Patents-Included License which shall include the terms in paragraphs A, B, C, D and E from Part 6 of Exhibit A.

2.3. ACKNOWLEDGEMENT AND DISCLAIMER.

Recipient understands and agrees that although Initial Contributor and each Subsequent Contributor grants the licenses to its Contributions set forth herein, no representation, warranty, guarantee or assurance is provided by any Initial Contributor, Subsequent Contributor, or Distributor that the Licensed Work does not infringe the patent or other intellectual property rights of any other entity. Initial Contributor, Subsequent Contributor, and each Distributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise, in relation to the Licensed Works. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, without limiting the foregoing disclaimers, if a third party patent license is required to allow Recipient to distribute the Licensed Work, it is Recipient's responsibility to acquire that license before distributing the Licensed Work.

2.4. RESERVATION.

Nothing in this License shall be deemed to grant any rights to trademarks, copyrights, patents, trade secrets or any other intellectual property of Initial Contributor, Subsequent Contributor, or Distributor except as expressly stated herein.

3. DISTRIBUTION OBLIGATIONS.

3.1. DISTRIBUTION GENERALLY.

(a) A Subsequent Contributor shall make that Subsequent Contributor's Subsequent Work(s) available to the public via an Electronic Distribution Mechanism for a period of at least twelve (12) months. The aforesaid twelve (12) month period shall begin within a reasonable time after the creation of the Subsequent Work and no later than sixty (60) days after first distribution of that Subsequent Contributor's Subsequent Work.

(b) All Distributors must distribute the Licensed Work in accordance with the terms of the License, and must include a copy of this License (including without limitation Exhibit A and the accompanying Supplement File) with each copy of the Licensed Work

distributed. In particular, this License must be prominently distributed with the Licensed Work in a file called "license.txt." In addition, the License Notice in Part 5 of Exhibit A must be included at the beginning of all Source Code files, and viewable to a user in any executable such that the License Notice is reasonably brought to the attention of any party using the Licensed Work.

3.2. EXECUTABLE DISTRIBUTIONS OF THE LICENSED WORK.

A Distributor may choose to distribute the Licensed Work, or any portion thereof, in Executable form (an "EXECUTABLE DISTRIBUTION") to any third party, under the terms of Section 2 of this License, provided the Executable Distribution is made available under and accompanied by a copy of this License, AND provided at least ONE of the following conditions is fulfilled:

(a) The Executable Distribution must be accompanied by the Source Code for the Licensed Work making up the Executable Distribution, and the Source Code must be distributed on the same media as the Executable Distribution or using an Electronic Distribution Mechanism; or

(b) The Executable Distribution must be accompanied with a written offer, valid for at least thirty six (36) months, to give any third party under the terms of this License, for a charge no more than the cost of physically performing source distribution, a complete machine-readable copy of the Source Code for the Licensed Work making up the Executable Distribution, to be available and distributed using an Electronic Distribution Mechanism, and such Executable Distribution must remain available in Source Code form to any third party via the Electronic Distribution Mechanism (or any replacement Electronic Distribution Mechanism the particular Distributor may reasonably need to turn to as a substitute) for said at least thirty six (36) months.

For greater certainty, the above-noted requirements apply to any Licensed Work or portion thereof distributed to any third party in Executable form, whether such distribution is made alone, in combination with a Larger Work or Independent Modules, or in some other combination.

3.3. SOURCE CODE DISTRIBUTIONS.

When a Distributor makes the Licensed Work, or any portion thereof, available to any Person in Source Code form, it must be made available under this License and a copy of this License must be included with each copy of the Source Code, situated so that the copy of the License is conspicuously brought to the attention of that Person. For greater clarification, this Section 3.3 applies to all distribution of the Licensed Work in any Source Code form. A Distributor may charge a fee for the physical act of transferring a copy, which charge shall be no more than the cost of physically performing source distribution.

3.4. REQUIRED NOTICES IN SOURCE CODE.

Each Subsequent Contributor must ensure that the notice set out in Part 5 of Exhibit A is included in each file of the Source Code for each Subsequent Work originating from that particular Subsequent Contributor, if such notice is not already included in each such file. If it is not possible to put such notice in a particular Source Code file due to its structure, then the Subsequent Contributor must include such notice in a location (such as a relevant directory in which the file is stored) where a user would be likely to look for such a notice.

3.5. NO DISTRIBUTION REQUIREMENTS FOR INTERNALLY USED MODIFICATIONS.

Notwithstanding Sections 3.2, 3.3 and 3.4, Recipient may, internally within its own corporation or organization use the Licensed Work, including the Initial Work and Subsequent Works, and make Modifications for internal use within Recipient's own corporation or organization (collectively, "INTERNAL USE MODIFICATIONS"). The Recipient shall have no obligation to distribute, in either Source Code or Executable form, any such Internal Use Modifications made by Recipient in the course of such internal use, except where required below in this Section 3.5. All Internal Use Modifications

distributed to any Person, whether or not a Third Party, shall be distributed pursuant to and be accompanied by the terms of this License. If the Recipient chooses to distribute any such Internal Use Modifications to any Third Party, then the Recipient shall be deemed a Subsequent Contributor, and any such Internal Use Modifications distributed to any Third Party shall be deemed a Subsequent Work originating from that Subsequent Contributor, and shall from the first such instance become part of the Licensed Work that must thereafter be distributed and made available to third parties in accordance with the terms of Sections 3.1 to 3.4 inclusive.

3.6. INDEPENDENT MODULES.

This License shall not apply to Independent Modules of any Initial Contributor, Subsequent Contributor, Distributor or any Recipient, and such Independent Modules may be licensed or made available under one or more separate license agreements.

3.7. LARGER WORKS.

Any Distributor or Recipient may create or contribute to a Larger Work by combining any of the Licensed Work with other code not governed by the terms of this License, and may distribute the Larger Work as one or more products. However, in any such case, Distributor or Recipient (as the case may be) must make sure that the requirements of this License are fulfilled for the Licensed Work portion of the Larger Work.

3.8. DESCRIPTION OF DISTRIBUTED MODIFICATIONS.

(a) Each Subsequent Contributor (including the Initial Contributor where the Initial Contributor also qualifies as a Subsequent Contributor) must cause each Subsequent Work created or contributed to by that Subsequent Contributor to contain a file documenting the changes, in accordance with the requirements of Part 1 of the Supplement File, that such Subsequent Contributor made in the creation or contribution to that Subsequent Work. If no Supplement File exists or no requirements are set out in Part 1 of the Supplement File, then there are no requirements for Subsequent Contributors to document changes that they make resulting in Subsequent Works.

(b) The Initial Contributor may at any time introduce requirements or add to or change earlier requirements (in each case, the "EARLIER DESCRIPTION REQUIREMENTS") for documenting changes resulting in Subsequent Works by revising Part 1 of each copy of the Supplement File distributed by the Initial Contributor with future copies of the Licensed Work so that Part 1 then contains new requirements (the "NEW DESCRIPTION REQUIREMENTS") for documenting such changes.

(c) Any Recipient receiving at any time any copy of an Initial Work or any Subsequent Work under a copy of this License (in each case, an "Earlier LICENSED COPY") having the Earlier Description Requirements may choose, with respect to each such Earlier Licensed Copy, to comply with the Earlier Description Requirements or the New Description Requirements. Where a Recipient chooses to comply with the New Description Requirements, that Recipient will, when thereafter distributing any copies of any such Earlier Licensed Copy, include a Supplement File having a section entitled Part 1 that contains a copy of the New Description Requirements.

(d) For greater certainty, the intent of Part 1 of the Supplement File is to provide a mechanism (if any) by which Subsequent Contributors must document changes that they make to the Licensed Work resulting in Subsequent Works. Part 1 of any Supplement File shall not be used to increase or reduce the scope of the license granted in Article 2 of this License or in any other way increase or decrease the rights and obligations of any Recipient, and shall at no time serve as the basis for terminating the License. Further, a Recipient can be required to correct and change its documentation procedures to comply with Part 1 of the Supplement File, but cannot be penalised with damages. Part 1 of any Supplement File is only binding on each Recipient of any Licensed Work to the extent Part 1 sets out the requirements for documenting changes to the Initial Work or any Subsequent Work.

(e) An example of a set of requirements for documenting changes and contributions made by Subsequent Contributor is set out in Part 7 of Exhibit A of this License. Part 7 is

a sample only and is not binding on Recipients, unless (subject to the earlier paragraphs of this Section 3.8) those are the requirements that the Initial Contributor includes in Part 1 of the Supplement File with the copies of the Initial Work distributed under this License.

3.9. USE OF DISTRIBUTOR NAME.

The name of a Distributor may not be used by any other Distributor to endorse or promote the Licensed Work or products derived from the Licensed Work, without prior written permission.

3.10. LIMITED RECOGNITION OF INITIAL CONTRIBUTOR.

(a) As a modest attribution to the Initial Contributor, in the hope that its promotional value may help justify the time, money and effort invested in writing the Initial Work, the Initial Contributor may include in Part 2 of the Supplement File a requirement that each time an executable program resulting from the Initial Work or any Subsequent Work, or a program dependent thereon, is launched or run, a prominent display of the Initial Contributor's attribution information must occur (the "ATTRIBUTION INFORMATION"). The Attribution Information must be included at the beginning of each Source Code file. For greater certainty, the Initial Contributor may specify in the Supplement File that the above attribution requirement only applies to an executable program resulting from the Initial Work or any Subsequent Work, but not a program dependent thereon. The intent is to provide for reasonably modest attribution, therefore the Initial Contributor may not require Recipients to display, at any time, more than the following Attribution Information: (a) a copyright notice including the name of the Initial Contributor; (b) a word or one phrase (not exceeding 10 words); (c) one digital image or graphic provided with the Initial Work; and (d) a URL (collectively, the "ATTRIBUTION LIMITS").

(b) If no Supplement File exists, or no Attribution Information is set out in Part 2 of the Supplement File, then there are no requirements for Recipients to display any Attribution Information of the Initial Contributor.

(c) Each Recipient acknowledges that all trademarks, service marks and/or trade names contained within Part 2 of the Supplement File distributed with the Licensed Work are the exclusive property of the Initial Contributor and may only be used with the permission of the Initial Contributor, or under circumstances otherwise permitted by law, or as expressly set out in this License.

3.11. For greater certainty, any description or attribution provisions contained within a Supplement File may only be used to specify the nature of the description or attribution requirements, as the case may be. Any provision in a Supplement File that otherwise purports to modify, vary, nullify or amend any right, obligation or representation contained herein shall be deemed void to that extent, and shall be of no force or effect.

4. COMMERCIAL USE AND INDEMNITY.

4.1. COMMERCIAL SERVICES.

A Recipient ("COMMERCIAL RECIPIENT") may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations (collectively, "SERVICES") to one or more other Recipients or Distributors. However, such Commercial Recipient may do so only on that Commercial Recipient's own behalf, and not on behalf of any other Distributor or Recipient, and Commercial Recipient must make it clear that any such warranty, support, indemnity or liability obligation(s) is/are offered by Commercial Recipient alone. At no time may Commercial Recipient use any Services to deny any party the Licensed Work in Source Code or Executable form when so required under any of the other terms of this License. For greater certainty, this Section 4.1 does not diminish any of the other terms of this License, including without limitation the obligation of the Commercial Recipient as a Distributor, when distributing any of the Licensed Work in Source Code or Executable form, to make such distribution royalty-free (subject to the right to charge a fee of no more than the cost of physically performing Source Code

or Executable distribution (as the case may be)).

4.2. INDEMNITY.

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this License is intended to facilitate the commercial use of the Licensed Work, the Distributor who includes any of the Licensed Work in a commercial product offering should do so in a manner which does not create potential liability for other Distributors. Therefore, if a Distributor includes the Licensed Work in a commercial product offering or offers any Services, such Distributor ("COMMERCIAL DISTRIBUTOR") hereby agrees to defend and indemnify every other Distributor or Subsequent Contributor (in each case an "INDEMNIFIED PARTY") against any losses, damages and costs (collectively "LOSSES") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Party to the extent caused by the acts or omissions of such Commercial Distributor in connection with its distribution of any of the Licensed Work in a commercial product offering or in connection with any Services. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Party must: (a) promptly notify the Commercial Distributor in writing of such claim; and (b) allow the Commercial Distributor to control, and co-operate with the Commercial Distributor in, the defense and any related settlement negotiations. The Indemnified Party may participate in any such claim at its own expense.

5. VERSIONS OF THE LICENSE.

5.1. NEW VERSIONS.

The Initial Contributor may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

5.2. EFFECT OF NEW VERSIONS.

Once the Licensed Work or any portion thereof has been published by Initial Contributor under a particular version of the License, Recipient may choose to continue to use it under the terms of that version. However, if a Recipient chooses to use the Licensed Work under the terms of any subsequent version of the License published by the Initial Contributor, then from the date of making this choice, the Recipient must comply with the terms of that subsequent version with respect to all further reproduction, preparation of derivative works, public display of, public performance of, distribution and sublicensing by the Recipient in connection with the Licensed Work. No one other than the Initial Contributor has the right to modify the terms applicable to the Licensed Work

6. DISCLAIMER OF WARRANTY.

6.1. GENERAL DISCLAIMER.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LICENSE, THE LICENSED WORK IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE, ASSURANCE OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED WORK IS WITH RECIPIENT. SHOULD ANY LICENSED WORK PROVE DEFECTIVE IN ANY RESPECT, RECIPIENT (NOT THE INITIAL CONTRIBUTOR OR ANY SUBSEQUENT CONTRIBUTOR) ASSUMES THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS CLAUSE CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY LICENSED WORK IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS LICENSE INCLUDING WITHOUT LIMITATION THIS DISCLAIMER.

6.2. RESPONSIBILITY OF RECIPIENTS.

Each Recipient is solely responsible for determining the appropriateness of using and distributing the Licensed Work and assumes all risks associated with its exercise of rights under this License, including but not limited to the risks and costs of program

errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

7. TERMINATION.

7.1. This License shall continue until terminated in accordance with the express terms herein.

7.2. Recipient may choose to terminate this License automatically at any time.

7.3. This License, including without limitation the rights granted hereunder to a particular Recipient, will terminate automatically if such Recipient is in material breach of any of the terms of this License and fails to cure such breach within sixty (60) days of becoming aware of the breach. Without limiting the foregoing, any material breach by such Recipient of any term of any other License under which such Recipient is granted any rights to the Licensed Work shall constitute a material breach of this License.

7.4. Upon termination of this License by or with respect to a particular Recipient for any reason, all rights granted hereunder and under any other License to that Recipient shall terminate. However, all sublicenses to the Licensed Work which were previously properly granted by such Recipient under a copy of this License (in each case, an "Other License" and in plural, "Other Licenses") shall survive any such termination of this License, including without limitation the rights and obligations under such Other Licenses as set out in their respective Sections 2, 3, 4, 5, 6, 7 and 8, mutatis mutandis, for so long as the respective sublicensees (i.e. other Recipients) remain in compliance with the terms of the copy of this License under which such sublicensees received rights to the Licensed Work. Any termination of such Other Licenses shall be pursuant to their respective Section 7, mutatis mutandis. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

7.5. Upon any termination of this License by or with respect to a particular Recipient, Sections 4.1, 4.2, 6.1, 6.2, 7.4, 7.5, 8.1, and 8.2, together with all provisions of this License necessary for the interpretation and enforcement of same, shall expressly survive such termination.

8. LIMITATION OF LIABILITY.

8.1. IN NO EVENT SHALL ANY OF INITIAL CONTRIBUTOR, ITS SUBSIDIARIES, OR AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND/OR AGENTS (AS THE CASE MAY BE), HAVE ANY LIABILITY FOR ANY DIRECT DAMAGES, INDIRECT DAMAGES, PUNITIVE DAMAGES, INCIDENTAL DAMAGES, SPECIAL DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF USE, DATA OR PROFITS, OR ANY OTHER LOSS ARISING OUT OF OR IN ANY WAY RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF THE LICENSED WORK OR ANY PART THEREOF OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR THAT RESULT FROM ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) IN RELATION TO OR ARISING IN ANY WAY OUT OF THIS LICENSE OR THE USE OR DISTRIBUTION OF THE LICENSED WORK OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. THIS CLAUSE CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY LICENSED WORK IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS LICENSE INCLUDING WITHOUT LIMITATION THE LIMITATIONS SET FORTH IN THIS SECTION 8.1.

8.2. EXCEPT AS EXPRESSLY SET FORTH IN THIS LICENSE, EACH RECIPIENT SHALL NOT HAVE ANY LIABILITY FOR ANY EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE LICENSED WORK OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH

PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

9. GOVERNING LAW AND LEGAL ACTION.

9.1. This License shall be governed by and construed in accordance with the laws of the Governing Jurisdiction assigned in Part 3 of Exhibit A, without regard to its conflict of law provisions. No party may bring a legal action under this License more than one year after the cause of the action arose. Each party waives its rights (if any) to a jury trial in any litigation arising under this License. Note that if the Governing Jurisdiction is not assigned in Part 3 of Exhibit A, then the Governing Jurisdiction shall be the State of New York.

9.2. The courts of the Governing Jurisdiction shall have jurisdiction, but not exclusive jurisdiction, to entertain and determine all disputes and claims, whether for specific performance, injunction, damages or otherwise.

APPLE PUBLIC SOURCE LICENSE Version 1.0 – March 16, 1999

Please read this License carefully before downloading this software. By downloading and using this software, you are agreeing to be bound by the terms of this License. If you do not or cannot agree to the terms of this License, please do not download or use the software.

1. General; Definitions. This License applies to any program or other work which Apple Computer, Inc. ("Apple") publicly announces as subject to this Apple Public Source License and which contains a notice placed by Apple identifying such program or work as "Original Code" and stating that it is subject to the terms of this Apple Public Source License version 1.0 (or subsequent version thereof), as it may be revised from time to time by Apple ("License"). As used in this License:

1.1 "Applicable Patents" mean: (a) in the case where Apple is the grantor of rights, (i) patents or patent applications that are now or hereafter acquired, owned by or assigned to Apple and (ii) whose claims cover subject matter contained in the Original Code, but only to the extent necessary to use, reproduce and/or distribute the Original Code without infringement; and (b) in the case where You are the grantor of rights, (i) patents and patent applications that are now or hereafter acquired, owned by or assigned to You and (ii) whose claims cover subject matter in Your Modifications, taken alone or in combination with Original Code.

1.2 "Covered Code" means the Original Code, Modifications, the combination of Original Code and any Modifications, and/or any respective portions thereof.

1.3 "Deploy" means to use, sublicense or distribute Covered Code other than for Your internal research and development (R&D), and includes without limitation, any and all internal use or distribution of Covered Code within Your business or organization except for R&D use, as well as direct or indirect sublicensing or distribution of Covered Code by You to any third party in any form or manner.

1.4 "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.5 "Modifications" mean any addition to, deletion from, and/or change to, the substance and/or structure of Covered Code. When code is released as a series of files, a Modification is: (a) any addition to or deletion from the contents of a file containing Covered Code; and/or (b) any new file or other representation of computer program

statements that contains any part of Covered Code.

1.6 "Original Code" means the Source Code of a program or other work as originally made available by Apple under this License, including the Source Code of any updates or upgrades to such programs or works made available by Apple under this License, and that has been expressly identified by Apple as such in the header file(s) of such work.

1.7 "Source Code" means the human readable form of a program or other work that is suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an executable (object code).

1.8 "You" or "Your" means an individual or a legal entity exercising rights under this License. For legal entities, "You" or "Your" includes any entity which controls, is controlled by, or is under common control with, You, where "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Permitted Uses; Conditions & Restrictions. Subject to the terms and conditions of this License, Apple hereby grants You, effective on the date You accept this License and download the Original Code, a world-wide, royalty-free, non-exclusive license, to the extent of Apple's Applicable Patents and copyrights covering the Original Code, to do the following:

2.1 You may use, copy, modify and distribute Original Code, with or without Modifications, solely for Your internal research and development, provided that You must in each instance:

(a) retain and reproduce in all copies of Original Code the copyright and other proprietary notices and disclaimers of Apple as they appear in the Original Code, and keep intact all notices in the Original Code that refer to this License;

(b) include a copy of this License with every copy of Source Code of Covered Code and documentation You distribute, and You may not offer or impose any terms on such Source Code that alter or restrict this License or the recipients' rights hereunder, except as permitted under Section 6; and

(c) completely and accurately document all Modifications that you have made and the date of each such Modification, designate the version of the Original Code you used, prominently include a file carrying such information with the Modifications, and duplicate the notice in Exhibit A in each file of the Source Code of all such Modifications.

2.2 You may Deploy Covered Code, provided that You must in each instance:

(a) satisfy all the conditions of Section 2.1 with respect to the Source Code of the Covered Code;

(b) make all Your Deployed Modifications publicly available in Source Code form via electronic distribution (e.g. download from a web site) under the terms of this License and subject to the license grants set forth in Section 3 below, and any additional terms You may choose to offer under Section 6. You must continue to make the Source Code of Your Deployed Modifications available for as long as you Deploy the

Covered Code or twelve (12) months from the date of initial Deployment, whichever is longer;

(c) must notify Apple and other third parties of how to obtain Your Deployed Modifications by filling out and submitting the required information found at <http://www.apple.com/publicsource/modifications.html>; and

(d) if you Deploy Covered Code in object code, executable form only, include a prominent notice, in the code itself as well as in related documentation, stating that Source Code of the Covered Code is available under the terms of this License with information on how and where to obtain such Source Code.

3. Your Grants. In consideration of, and as a condition to, the licenses granted to You under this License:

(a) You hereby grant to Apple and all third parties a non-exclusive, royalty-free license, under Your Applicable Patents and other intellectual property rights owned or controlled by You, to use, reproduce, modify, distribute and Deploy Your Modifications of the same scope and extent as Apple's licenses under Sections 2.1 and 2.2; and

(b) You hereby grant to Apple and its subsidiaries a non-exclusive, worldwide, royalty-free, perpetual and irrevocable license, under Your Applicable Patents and other intellectual property rights owned or controlled by You, to use, reproduce, execute, compile, display, perform, modify or have modified (for Apple and/or its subsidiaries), sublicense and distribute Your Modifications, in any form, through multiple tiers of distribution.

4. Larger Works. You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In each such instance, You must make sure the requirements of this License are fulfilled for the Covered Code or any portion thereof.

5. Limitations on Patent License. Except as expressly stated in Section 2, no other patent rights, express or implied, are granted by Apple herein. Modifications and/or Larger Works may require additional patent licenses from Apple which Apple may grant in its sole discretion.

6. Additional Terms. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations and/or other rights consistent with the scope of the license granted herein ("Additional Terms") to one or more recipients of Covered Code. However, You may do so only on Your own behalf and as Your sole responsibility, and not on behalf of Apple. You must obtain the recipient's agreement that any such Additional Terms are offered by You alone, and You hereby agree to indemnify, defend and hold Apple harmless for any liability incurred by or claims asserted against Apple by reason of any such Additional Terms.

7. Versions of the License. Apple may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Once Original Code has been published under a particular version of this License, You may continue to use it under the terms of that version. You may also choose to use such Original Code under the terms of any subsequent version of this License published by Apple. No one other than Apple has the right to modify the terms applicable to Covered Code created under this License.

8. NO WARRANTY OR SUPPORT. The Original Code may contain in whole or in part pre-release, untested, or not fully tested works. The Original Code may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. You expressly acknowledge and agree that use of the Original Code, or any portion thereof, is at Your sole and entire risk. THE ORIGINAL CODE IS PROVIDED "AS IS" AND WITHOUT WARRANTY, UPGRADES OR SUPPORT OF ANY KIND AND APPLE AND APPLE'S LICENSOR(S) (FOR THE PURPOSES OF SECTIONS 8 AND 9, APPLE AND APPLE'S LICENSOR(S) ARE COLLECTIVELY REFERRED TO AS "APPLE") EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE ORIGINAL CODE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE ORIGINAL CODE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE ORIGINAL CODE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. You acknowledge that the Original Code is not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or air traffic control machines in which case the failure of the Original Code could lead to death, personal injury, or severe physical or environmental damage.

9. Liability.

9.1 Infringement. If any of the Original Code becomes the subject of a claim of infringement ("Affected Original Code"), Apple may, at its sole discretion and option: (a) attempt to procure the rights necessary for You to continue using the Affected Original Code; (b) modify the Affected Original Code so that it is no longer infringing; or (c) terminate Your rights to use the Affected Original Code, effective immediately upon Apple's posting of a notice to such effect on the Apple web site that is used for implementation of this License.

9.2 LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL APPLE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE OR YOUR USE OR INABILITY TO USE THE ORIGINAL CODE, OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In no event shall Apple's total liability to You for all damages under this License exceed the amount of fifty dollars (\$50.00).

10. Trademarks. This License does not grant any rights to use the trademarks or trade names "Apple", "Apple Computer", "Mac OS X", "Mac OS X Server" or any other trademarks or trade names belonging to Apple (collectively "Apple Marks") and no Apple Marks may be used to endorse or promote products derived from the Original Code other than as permitted by and in strict compliance at all times with Apple's third party trademark usage guidelines which are posted at <http://www.apple.com/legal/guidelinesfor3rdparties.html>.

11. Ownership. Apple retains all rights, title and interest in and to the Original Code and any Modifications made by or on behalf of Apple ("Apple Modifications"), and such Apple Modifications will not be automatically subject to this License. Apple may, at its sole discretion, choose to license such Apple Modifications under

this License, or on different terms from those contained in this License or may choose not to license them at all. Apple's development, use, reproduction, modification, sublicensing and distribution of Covered Code will not be subject to this License.

12. Termination.

12.1 Termination. This License and the rights granted hereunder will terminate:

(a) automatically without notice from Apple if You fail to comply with any term(s) of this License and fail to cure such breach within 30 days of becoming aware of such breach; (b) immediately in the event of the circumstances described in Sections 9.1 and/or 13.6(b); or (c) automatically without notice from Apple if You, at any time during the term of this License, commence an action for patent infringement against Apple.

12.2 Effect of Termination. Upon termination, You agree to immediately stop any further use, reproduction, modification and distribution of the Covered Code, or Affected Original Code in the case of termination under Section 9.1, and to destroy all copies of the Covered Code or Affected Original Code (in the case of termination under Section 9.1) that are in your possession or control. All sublicenses to the Covered Code which have been properly granted prior to termination shall survive any termination of this License. Provisions which, by their nature, should remain in effect beyond the termination of this License shall survive, including but not limited to Sections 3, 5, 8, 9, 10, 11, 12.2 and 13. Neither party will be liable to the other for compensation, indemnity or damages of any sort solely as a result of terminating this License in accordance with its terms, and termination of this License will be without prejudice to any other right or remedy of either party.

13. Miscellaneous.

13.1 Export Law Assurances. You may not use or otherwise export or re-export the Original Code except as authorized by United States law and the laws of the jurisdiction in which the Original Code was obtained. In particular, but without limitation, the Original Code may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed country or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Original Code, You represent and warrant that You are not located in, under control of, or a national or resident of any such country or on any such list.

13.2 Government End Users. The Covered Code is a "commercial item" as defined in FAR 2.101. Government software and technical data rights in the Covered Code include only those rights customarily provided to the public as defined in this License. This customary commercial license in technical data and software is provided in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data -- Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Accordingly, all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

13.3 Relationship of Parties. This License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between You and Apple, and You will not represent

to the contrary, whether expressly, by implication, appearance or otherwise.

13.4 Independent Development. Nothing in this License will impair Apple's right to acquire, license, develop, have others develop for it, market and/or distribute technology or products that perform the same or similar functions as, or otherwise compete with, Modifications, Larger Works, technology or products that You may develop, produce, market or distribute.

13.5 Waiver; Construction. Failure by Apple to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this License.

13.6 Severability. (a) If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this License will continue in full force and effect. (b) Notwithstanding the foregoing, if applicable law prohibits or restricts You from fully and/or specifically complying with Sections 2 and/or 3 or prevents the enforceability of either of those Sections, this License will immediately terminate and You must immediately discontinue any use of the Covered Code and destroy all copies of it that are in your possession or control.

13.7 Dispute Resolution. Any litigation or other dispute resolution between You and Apple relating to this License shall take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of, and venue in, the state and federal courts within that District with respect to this License. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13.8 Entire Agreement; Governing Law. This License constitutes the entire agreement between the parties with respect to the subject matter hereof. This License shall be governed by the laws of the United States and the State of California, except that body of California law concerning conflicts of law.

Where You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this License and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

EXHIBIT A.

"Portions Copyright (c) 1999 Apple Computer, Inc. All Rights Reserved. This file contains Original Code and/or Modifications of Original Code as defined in and that are subject to the Apple Public Source License Version 1.0 (the "License"). You may not use this file except in compliance with the License. Please obtain a copy of the License at <http://www.apple.com/publicsource> and read it before using this file.

The Original Code and all software distributed under the License are distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND APPLE HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Please see the License for the specific language governing rights and limitations under the License."

APPLE PUBLIC SOURCE LICENSE
Version 1.1 – April 19, 1999

Please read this License carefully before downloading this software. By downloading and using this software, you are agreeing to be bound by the terms of this License. If you do not or cannot agree to the terms of this License, please do not download or use the software.

1. General; Definitions. This License applies to any program or other work which Apple Computer, Inc. ("Apple") publicly announces as subject to this Apple Public Source License and which contains a notice placed by Apple identifying such program or work as "Original Code" and stating that it is subject to the terms of this Apple Public Source License version 1.1 (or subsequent version thereof), as it may be revised from time to time by Apple ("License"). As used in this License:

1.1 "Affected Original Code" means only those specific portions of Original Code that allegedly infringe upon any party's intellectual property rights or are otherwise the subject of a claim of infringement.

1.2 "Applicable Patent Rights" mean: (a) in the case where Apple is the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to Apple and (ii) that cover subject matter contained in the Original Code, but only to the extent necessary to use, reproduce and/or distribute the Original Code without infringement; and (b) in the case where You are the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to You and (ii) that cover subject matter in Your Modifications, taken alone or in combination with Original Code.

1.3 "Covered Code" means the Original Code, Modifications, the combination of Original Code and any Modifications, and/or any respective portions thereof.

1.4 "Deploy" means to use, sublicense or distribute Covered Code other than for Your internal research and development (R&D), and includes without limitation, any and all internal use or distribution of Covered Code within Your business or organization except for R&D use, as well as direct or indirect sublicensing or distribution of Covered Code by You to any third party in any form or manner.

1.5 "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.6 "Modifications" mean any addition to, deletion from, and/or change to, the substance and/or structure of Covered Code. When code is released as a series of files, a Modification is: (a) any addition to or deletion from the contents of a file containing Covered Code; and/or (b) any new file or other representation of computer program statements that contains any part of Covered Code.

1.7 "Original Code" means (a) the Source Code of a program or other work as originally made available by Apple under this License, including the Source Code of any updates or upgrades to such programs or works made available by Apple under this License, and that has been expressly identified by Apple as such in the header file(s) of such work; and (b) the object code compiled from such Source Code and

originally made available by Apple under this License.

1.8 "Source Code" means the human readable form of a program or other work that is suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an executable (object code).

1.9 "You" or "Your" means an individual or a legal entity exercising rights under this License. For legal entities, "You" or "Your" includes any entity which controls, is controlled by, or is under common control with, You, where "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Permitted Uses; Conditions & Restrictions. Subject to the terms and conditions of this License, Apple hereby grants You, effective on the date You accept this License and download the Original Code, a world-wide, royalty-free, non-exclusive license, to the extent of Apple's Applicable Patent Rights and copyrights covering the Original Code, to do the following:

2.1 You may use, copy, modify and distribute Original Code, with or without Modifications, solely for Your internal research and development, provided that You must in each instance:

(a) retain and reproduce in all copies of Original Code the copyright and other proprietary notices and disclaimers of Apple as they appear in the Original Code, and keep intact all notices in the Original Code that refer to this License;

(b) include a copy of this License with every copy of Source Code of Covered Code and documentation You distribute, and You may not offer or impose any terms on such Source Code that alter or restrict this License or the recipients' rights hereunder, except as permitted under Section 6; and

(c) completely and accurately document all Modifications that you have made and the date of each such Modification, designate the version of the Original Code you used, prominently include a file carrying such information with the Modifications, and duplicate the notice in Exhibit A in each file of the Source Code of all such Modifications.

2.2 You may Deploy Covered Code, provided that You must in each instance:

(a) satisfy all the conditions of Section 2.1 with respect to the Source Code of the Covered Code;

(b) make all Your Deployed Modifications publicly available in Source Code form via electronic distribution (e.g. download from a web site) under the terms of this License and subject to the license grants set forth in Section 3 below, and any additional terms You may choose to offer under Section 6. You must continue to make the Source Code of Your Deployed Modifications available for as long as you Deploy the Covered Code or twelve (12) months from the date of initial Deployment, whichever is longer;

(c) if You Deploy Covered Code containing Modifications made by You, inform others of how to obtain those Modifications by filling out and submitting the information found at <http://www.apple.com/publicsource/modifications.html>, if available;

and

(d) if You Deploy Covered Code in object code, executable form only, include a prominent notice, in the code itself as well as in related documentation, stating that Source Code of the Covered Code is available under the terms of this License with information on how and where to obtain such Source Code.

3. Your Grants. In consideration of, and as a condition to, the licenses granted to You under this License:

(a) You hereby grant to Apple and all third parties a non-exclusive, royalty-free license, under Your Applicable Patent Rights and other intellectual property rights owned or controlled by You, to use, reproduce, modify, distribute and Deploy Your Modifications of the same scope and extent as Apple's licenses under Sections 2.1 and 2.2; and

(b) You hereby grant to Apple and its subsidiaries a non-exclusive, worldwide, royalty-free, perpetual and irrevocable license, under Your Applicable Patent Rights and other intellectual property rights owned or controlled by You, to use, reproduce, execute, compile, display, perform, modify or have modified (for Apple and/or its subsidiaries), sublicense and distribute Your Modifications, in any form, through multiple tiers of distribution.

4. Larger Works. You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In each such instance, You must make sure the requirements of this License are fulfilled for the Covered Code or any portion thereof.

5. Limitations on Patent License. Except as expressly stated in Section 2, no other patent rights, express or implied, are granted by Apple herein. Modifications and/or Larger Works may require additional patent licenses from Apple which Apple may grant in its sole discretion.

6. Additional Terms. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations and/or other rights consistent with the scope of the license granted herein ("Additional Terms") to one or more recipients of Covered Code. However, You may do so only on Your own behalf and as Your sole responsibility, and not on behalf of Apple. You must obtain the recipient's agreement that any such Additional Terms are offered by You alone, and You hereby agree to indemnify, defend and hold Apple harmless for any liability incurred by or claims asserted against Apple by reason of any such Additional Terms.

7. Versions of the License. Apple may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Once Original Code has been published under a particular version of this License, You may continue to use it under the terms of that version. You may also choose to use such Original Code under the terms of any subsequent version of this License published by Apple. No one other than Apple has the right to modify the terms applicable to Covered Code created under this License.

8. NO WARRANTY OR SUPPORT. The Original Code may contain in whole or in part pre-release, untested, or not fully tested works. The Original Code may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. You expressly acknowledge and agree that use of the Original Code, or any portion

thereof, is at Your sole and entire risk. THE ORIGINAL CODE IS PROVIDED "AS IS" AND WITHOUT WARRANTY, UPGRADES OR SUPPORT OF ANY KIND AND APPLE AND APPLE'S LICENSOR(S) (FOR THE PURPOSES OF SECTIONS 8 AND 9, APPLE AND APPLE'S LICENSOR(S) ARE COLLECTIVELY REFERRED TO AS "APPLE") EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE ORIGINAL CODE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE ORIGINAL CODE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE ORIGINAL CODE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. You acknowledge that the Original Code is not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or air traffic control machines in which case the failure of the Original Code could lead to death, personal injury, or severe physical or environmental damage.

9. Liability.

9.1 Infringement. If any portion of, or functionality implemented by, the Original Code becomes the subject of a claim of infringement, Apple may, at its option: (a) attempt to procure the rights necessary for Apple and You to continue using the Affected Original Code; (b) modify the Affected Original Code so that it is no longer infringing; or (c) suspend Your rights to use, reproduce, modify, sublicense and distribute the Affected Original Code until a final determination of the claim is made by a court or governmental administrative agency of competent jurisdiction and Apple lifts the suspension as set forth below. Such suspension of rights will be effective immediately upon Apple's posting of a notice to such effect on the Apple web site that is used for implementation of this License. Upon such final determination being made, if Apple is legally able, without the payment of a fee or royalty, to resume use, reproduction, modification, sublicensing and distribution of the Affected Original Code, Apple will lift the suspension of rights to the Affected Original Code by posting a notice to such effect on the Apple web site that is used for implementation of this License. If Apple suspends Your rights to Affected Original Code, nothing in this License shall be construed to restrict You, at Your option and subject to applicable law, from replacing the Affected Original Code with non-infringing code or independently negotiating for necessary rights from such third party.

9.2 LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL APPLE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE OR YOUR USE OR INABILITY TO USE THE ORIGINAL CODE, OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In no event shall Apple's total liability to You for all damages under this License exceed the amount of fifty dollars (\$50.00).

10. Trademarks. This License does not grant any rights to use the trademarks or trade names "Apple", "Apple Computer", "Mac OS X", "Mac OS X Server" or any other trademarks or trade names belonging to Apple (collectively "Apple Marks") and no Apple Marks may be used to endorse or promote products derived from the Original Code other than as permitted by and in strict compliance at all times with Apple's third party trademark usage guidelines which are posted at

<http://www.apple.com/legal/guidelinesfor3rdparties.html>.

11. Ownership. Apple retains all rights, title and interest in and to the Original Code and any Modifications made by or on behalf of Apple ("Apple Modifications"), and such Apple Modifications will not be automatically subject to this License. Apple may, at its sole discretion, choose to license such Apple Modifications under this License, or on different terms from those contained in this License or may choose not to license them at all. Apple's development, use, reproduction, modification, sublicensing and distribution of Covered Code will not be subject to this License.

12. Termination.

12.1 Termination. This License and the rights granted hereunder will terminate:

(a) automatically without notice from Apple if You fail to comply with any term(s) of this License and fail to cure such breach within 30 days of becoming aware of such breach; (b) immediately in the event of the circumstances described in Section 13.5(b); or (c) automatically without notice from Apple if You, at any time during the term of this License, commence an action for patent infringement against Apple.

12.2 Effect of Termination. Upon termination, You agree to immediately stop any further use, reproduction, modification, sublicensing and distribution of the Covered Code and to destroy all copies of the Covered Code that are in your possession or control. All sublicenses to the Covered Code which have been properly granted prior to termination shall survive any termination of this License. Provisions which, by their nature, should remain in effect beyond the termination of this License shall survive, including but not limited to Sections 3, 5, 8, 9, 10, 11, 12.2 and 13. Neither party will be liable to the other for compensation, indemnity or damages of any sort solely as a result of terminating this License in accordance with its terms, and termination of this License will be without prejudice to any other right or remedy of either party.

13. Miscellaneous.

13.1 Government End Users. The Covered Code is a "commercial item" as defined in FAR 2.101. Government software and technical data rights in the Covered Code include only those rights customarily provided to the public as defined in this License. This customary commercial license in technical data and software is provided in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data -- Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Accordingly, all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

13.2 Relationship of Parties. This License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise.

13.3 Independent Development. Nothing in this License will impair Apple's right to acquire, license, develop, have others develop for it, market and/or distribute technology or products that perform the same or similar functions as, or otherwise compete with, Modifications, Larger Works, technology or products that You may develop, produce, market or distribute.

13.4 Waiver; Construction. Failure by Apple to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this License.

13.5 Severability. (a) If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this License will continue in full force and effect. (b) Notwithstanding the foregoing, if applicable law prohibits or restricts You from fully and/or specifically complying with Sections 2 and/or 3 or prevents the enforceability of either of those Sections, this License will immediately terminate and You must immediately discontinue any use of the Covered Code and destroy all copies of it that are in your possession or control.

13.6 Dispute Resolution. Any litigation or other dispute resolution between You and Apple relating to this License shall take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of, and venue in, the state and federal courts within that District with respect to this License. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13.7 Entire Agreement; Governing Law. This License constitutes the entire agreement between the parties with respect to the subject matter hereof. This License shall be governed by the laws of the United States and the State of California, except that body of California law concerning conflicts of law.

Where You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this License and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

EXHIBIT A.

"Portions Copyright (c) 1999-2000 Apple Computer, Inc. All Rights Reserved. This file contains Original Code and/or Modifications of Original Code as defined in and that are subject to the Apple Public Source License Version 1.1 (the "License"). You may not use this file except in compliance with the License. Please obtain a copy of the License at <http://www.apple.com/publicsource> and read it before using this file.

The Original Code and all software distributed under the License are distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND APPLE HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Please see the License for the specific language governing rights and limitations under the License."

Apple Public Source License Ver. 1.2

1. General; Definitions. This License applies to any program or other work which Apple Computer, Inc. ("Apple") makes publicly available and which contains a notice placed by Apple identifying such program or work as "Original Code" and stating that it is

subject to the terms of this Apple Public Source License version 1.2 (or subsequent version thereof) ("License"). As used in this License:

1.1 "Applicable Patent Rights" mean: (a) in the case where Apple is the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to Apple and (ii) that cover subject matter contained in the Original Code, but only to the extent necessary to use, reproduce and/or distribute the Original Code without infringement; and (b) in the case where You are the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to You and (ii) that cover subject matter in Your Modifications, taken alone or in combination with Original Code.

1.2 "Contributor" means any person or entity that creates or contributes to the creation of Modifications.

1.3 "Covered Code" means the Original Code, Modifications, the combination of Original Code and any Modifications, and/or any respective portions thereof.

1.4 "Deploy" means to use, sublicense or distribute Covered Code other than for Your internal research and development (R&D) and/or Personal Use, and includes without limitation, any and all internal use or distribution of Covered Code within Your business or organization except for R&D use and/or Personal Use, as well as direct or indirect sublicensing or distribution of Covered Code by You to any third party in any form or manner.

1.5 "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.6 "Modifications" mean any addition to, deletion from, and/or change to, the substance and/or structure of the Original Code, any previous Modifications, the combination of Original Code and any previous Modifications, and/or any respective portions thereof. When code is released as a series of files, a Modification is: (a) any addition to or deletion from the contents of a file containing Covered Code; and/or (b) any new file or other representation of computer program statements that contains any part of Covered Code.

1.7 "Original Code" means (a) the Source Code of a program or other work as originally made available by Apple under this License, including the Source Code of any updates or upgrades to such programs or works made available by Apple under this License, and that has been expressly identified by Apple as such in the header file(s) of such work; and (b) the object code compiled from such Source Code and originally made available by Apple under this License.

1.8 "Personal Use" means use of Covered Code by an individual solely for his or her personal, private and non-commercial purposes. An individual's use of Covered Code in his or her capacity as an officer, employee, member, independent contractor or agent of a corporation, business or organization (commercial or non-commercial) does not qualify as Personal Use.

1.9 "Source Code" means the human readable form of a program or other work that is suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an executable (object code).

1.10 "You" or "Your" means an individual or a legal entity exercising rights under this License. For legal entities, "You" or "Your" includes any entity which controls, is controlled by, or is under common control with, You, where "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Permitted Uses; Conditions & Restrictions. Subject to the terms and conditions of this License, Apple hereby grants You, effective on the date You accept this License and download the Original Code, a world-wide, royalty-free, non-exclusive license, to

the extent of Apple's Applicable Patent Rights and copyrights covering the Original Code, to do the following:

2.1 You may use, reproduce, display, perform, modify and distribute Original Code, with or without Modifications, solely for Your internal research and development and/or Personal Use, provided that in each instance:

(a) You must retain and reproduce in all copies of Original Code the copyright and other proprietary notices and disclaimers of Apple as they appear in the Original Code, and keep intact all notices in the Original Code that refer to this License; and

(b) You must include a copy of this License with every copy of Source Code of Covered Code and documentation You distribute, and You may not offer or impose any terms on such Source Code that alter or restrict this License or the recipients' rights hereunder, except as permitted under Section 6.

2.2 You may use, reproduce, display, perform, modify and Deploy Covered Code, provided that in each instance:

(a) You must satisfy all the conditions of Section 2.1 with respect to the Source Code of the Covered Code;

(b) You must duplicate, to the extent it does not already exist, the notice in Exhibit A in each file of the Source Code of all Your Modifications, and cause the modified files to carry prominent notices stating that You changed the files and the date of any change;

(c) You must make Source Code of all Your Deployed Modifications publicly available under the terms of this License, including the license grants set forth in Section 3 below, for as long as you Deploy the Covered Code or twelve (12) months from the date of initial Deployment, whichever is longer. You should preferably distribute the Source Code of Your Deployed Modifications electronically (e.g. download from a web site); and

(d) if You Deploy Covered Code in object code, executable form only, You must include a prominent notice, in the code itself as well as in related documentation, stating that Source Code of the Covered Code is available under the terms of this License with information on how and where to obtain such Source Code.

2.3 You expressly acknowledge and agree that although Apple and each Contributor grants the licenses to their respective portions of the Covered Code set forth herein, no assurances are provided by Apple or any Contributor that the Covered Code does not infringe the patent or other intellectual property rights of any other entity. Apple and each Contributor disclaim any liability to You for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, You hereby assume sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow You to distribute the Covered Code, it is Your responsibility to acquire that license before distributing the Covered Code.

3. Your Grants. In consideration of, and as a condition to, the licenses granted to You under this License:

(a) You hereby grant to Apple and all third parties a non-exclusive, royalty-free license, under Your Applicable Patent Rights and other intellectual property rights (other than patent) owned or controlled by You, to use, reproduce, display, perform, modify, distribute and Deploy Your Modifications of the same scope and extent as Apple's licenses under Sections 2.1 and 2.2; and

(b) You hereby grant to Apple and its subsidiaries a non-exclusive, worldwide, royalty-free, perpetual and irrevocable license, under Your Applicable Patent Rights and other intellectual property rights (other than patent) owned or controlled by You, to use, reproduce, display, perform, modify or have modified (for Apple and/or its subsidiaries), sublicense and distribute Your Modifications, in any form, through

multiple tiers of distribution.

4. Larger Works. You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In each such instance, You must make sure the requirements of this License are fulfilled for the Covered Code or any portion thereof.

5. Limitations on Patent License. Except as expressly stated in Section 2, no other patent rights, express or implied, are granted by Apple herein. Modifications and/or Larger Works may require additional patent licenses from Apple which Apple may grant in its sole discretion.

6. Additional Terms. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations and/or other rights consistent with the scope of the license granted herein ("Additional Terms") to one or more recipients of Covered Code. However, You may do so only on Your own behalf and as Your sole responsibility, and not on behalf of Apple or any Contributor. You must obtain the recipient's agreement that any such Additional Terms are offered by You alone, and You hereby agree to indemnify, defend and hold Apple and every Contributor harmless for any liability incurred by or claims asserted against Apple or such Contributor by reason of any such Additional Terms.

7. Versions of the License. Apple may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Once Original Code has been published under a particular version of this License, You may continue to use it under the terms of that version. You may also choose to use such Original Code under the terms of any subsequent version of this License published by Apple. No one other than Apple has the right to modify the terms applicable to Covered Code created under this License.

8. NO WARRANTY OR SUPPORT. The Covered Code may contain in whole or in part pre-release, untested, or not fully tested works. The Covered Code may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. You expressly acknowledge and agree that use of the Covered Code, or any portion thereof, is at Your sole and entire risk. THE COVERED CODE IS PROVIDED "AS IS" AND WITHOUT WARRANTY, UPGRADES OR SUPPORT OF ANY KIND AND APPLE AND APPLE'S LICENSOR(S) (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 8 AND 9) AND ALL CONTRIBUTORS EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. APPLE AND EACH CONTRIBUTOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE COVERED CODE, THAT THE FUNCTIONS CONTAINED IN THE COVERED CODE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE COVERED CODE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE COVERED CODE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE, AN APPLE AUTHORIZED REPRESENTATIVE OR ANY CONTRIBUTOR SHALL CREATE A WARRANTY. You acknowledge that the Covered Code is not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or air traffic control machines in which case the failure of the Covered Code could lead to death, personal injury, or severe physical or environmental damage.

9. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APPLE OR ANY CONTRIBUTOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE OR YOUR USE OR INABILITY TO USE THE COVERED CODE, OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF APPLE OR SUCH CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Apple's total liability to You for all damages (other than as may be required by applicable law) under this License exceed the amount of fifty dollars (\$50.00).

10. Trademarks. This License does not grant any rights to use the trademarks or trade

names "Apple", "Apple Computer", "Mac OS X", "Mac OS X Server", "QuickTime", "QuickTime Streaming Server" or any other trademarks or trade names belonging to Apple (collectively "Apple Marks") or to any trademark or trade name belonging to any Contributor. No Apple Marks may be used to endorse or promote products derived from the Original Code other than as permitted by and in strict compliance at all times with Apple's third party trademark usage guidelines which are posted at <http://www.apple.com/legal/guidelinesfor3rdparties.html>.

11. Ownership. Subject to the licenses granted under this License, each Contributor retains all rights, title and interest in and to any Modifications made by such Contributor. Apple retains all rights, title and interest in and to the Original Code and any Modifications made by or on behalf of Apple ("Apple Modifications"), and such Apple Modifications will not be automatically subject to this License. Apple may, at its sole discretion, choose to license such Apple Modifications under this License, or on different terms from those contained in this License or may choose not to license them at all.

12. Termination.

12.1 Termination. This License and the rights granted hereunder will terminate:

(a) automatically without notice from Apple if You fail to comply with any term(s) of this License and fail to cure such breach within 30 days of becoming aware of such breach;

(b) immediately in the event of the circumstances described in Section 13.5(b); or

(c) automatically without notice from Apple if You, at any time during the term of this License, commence an action for patent infringement against Apple.

12.2 Effect of Termination. Upon termination, You agree to immediately stop any further use, reproduction, modification, sublicensing and distribution of the Covered Code and to destroy all copies of the Covered Code that are in your possession or control. All sublicenses to the Covered Code which have been properly granted prior to termination shall survive any termination of this License. Provisions which, by their nature, should remain in effect beyond the termination of this License shall survive, including but not limited to Sections 3, 5, 8, 9, 10, 11, 12.2 and 13. No party will be liable to any other for compensation, indemnity or damages of any sort solely as a result of terminating this License in accordance with its terms, and termination of this License will be without prejudice to any other right or remedy of any party.

13. Miscellaneous.

13.1 Government End Users. The Covered Code is a "commercial item" as defined in FAR 2.101. Government software and technical data rights in the Covered Code include only those rights customarily provided to the public as defined in this License. This customary commercial license in technical data and software is provided in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data -- Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Accordingly, all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

13.2 Relationship of Parties. This License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between or among You, Apple or any Contributor, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise.

13.3 Independent Development. Nothing in this License will impair Apple's right to acquire, license, develop, have others develop for it, market and/or distribute technology or products that perform the same or similar functions as, or otherwise compete with, Modifications, Larger Works, technology or products that You may develop, produce, market or distribute.

13.4 Waiver; Construction. Failure by Apple or any Contributor to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this License.

13.5 Severability. (a) If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this License will continue in full force and effect. (b) Notwithstanding the foregoing, if applicable law prohibits or restricts You from fully and/or specifically complying with Sections 2 and/or 3 or prevents the enforceability of either of those Sections, this License will immediately terminate and You must immediately discontinue any use of the Covered Code and destroy all copies of it that are in your possession or control.

13.6 Dispute Resolution. Any litigation or other dispute resolution between You and Apple relating to this License shall take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of, and venue in, the state and federal courts within that District with respect to this License. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13.7 Entire Agreement; Governing Law. This License constitutes the entire agreement between the parties with respect to the subject matter hereof. This License shall be governed by the laws of the United States and the State of California, except that body of California law concerning conflicts of law.

Where You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this License and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

EXHIBIT A.

Portions Copyright (c) 1999–2001 Apple Computer, Inc. All Rights Reserved.

This file contains Original Code and/or Modifications of Original Code as defined in and that are subject to the Apple Public Source License Version 1.2 (the `License`). You may not use this file except in compliance with the License. Please obtain a copy of the License at <http://www.apple.com/publicsource> and read it before using this file.

The Original Code and all software distributed under the License are distributed on an `AS IS` basis, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND APPLE HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT. Please see the License for the specific language governing rights and limitations under the License."

APPLE PUBLIC SOURCE LICENSE Version 2.0 – August 6, 2003

Please read this License carefully before downloading this software. By downloading or using this software, you are agreeing to be bound by the terms of this License. If you do not or cannot agree to the terms of this License, please do not download or use the software.

Apple Note: In January 2007, Apple changed its corporate name from "Apple Computer, Inc." to "Apple Inc." This change has been reflected below and copyright years updated, but no other changes have been made to the APSL 2.0.

1. General; Definitions. This License applies to any program or other work which Apple Inc. ("Apple") makes publicly available and which contains a notice placed by Apple identifying such program or work as "Original Code" and stating that it is subject to

the terms of this Apple Public Source License version 2.0 ("License"). As used in this License:

1.1 "Applicable Patent Rights" mean: (a) in the case where Apple is the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to Apple and (ii) that cover subject matter contained in the Original Code, but only to the extent necessary to use, reproduce and/or distribute the Original Code without infringement; and (b) in the case where You are the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to You and (ii) that cover subject matter in Your Modifications, taken alone or in combination with Original Code.

1.2 "Contributor" means any person or entity that creates or contributes to the creation of Modifications.

1.3 "Covered Code" means the Original Code, Modifications, the combination of Original Code and any Modifications, and/or any respective portions thereof.

1.4 "Externally Deploy" means: (a) to sublicense, distribute or otherwise make Covered Code available, directly or indirectly, to anyone other than You; and/or (b) to use Covered Code, alone or as part of a Larger Work, in any way to provide a service, including but not limited to delivery of content, through electronic communication with a client other than You.

1.5 "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.6 "Modifications" mean any addition to, deletion from, and/or change to, the substance and/or structure of the Original Code, any previous Modifications, the combination of Original Code and any previous Modifications, and/or any respective portions thereof. When code is released as a series of files, a Modification is: (a) any addition to or deletion from the contents of a file containing Covered Code; and/or (b) any new file or other representation of computer program statements that contains any part of Covered Code.

1.7 "Original Code" means (a) the Source Code of a program or other work as originally made available by Apple under this License, including the Source Code of any updates or upgrades to such programs or works made available by Apple under this License, and that has been expressly identified by Apple as such in the header file(s) of such work; and (b) the object code compiled from such Source Code and originally made available by Apple under this License

1.8 "Source Code" means the human readable form of a program or other work that is suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an executable (object code).

1.9 "You" or "Your" means an individual or a legal entity exercising rights under this License. For legal entities, "You" or "Your" includes any entity which controls, is controlled by, or is under common control with, You, where "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Permitted Uses; Conditions & Restrictions. Subject to the terms and conditions of this License, Apple hereby grants You, effective on the date You accept this License and download the Original Code, a world-wide, royalty-free, non-exclusive license, to the extent of Apple's Applicable Patent Rights and copyrights covering the Original Code, to do the following:

2.1 Unmodified Code. You may use, reproduce, display, perform, internally distribute within Your organization, and Externally Deploy verbatim, unmodified copies of the Original Code, for commercial or non-commercial purposes, provided that in each instance:

(a) You must retain and reproduce in all copies of Original Code the copyright and other proprietary notices and disclaimers of Apple as they appear in the Original Code, and keep intact all notices in the Original Code that refer to this License; and

(b) You must include a copy of this License with every copy of Source Code of Covered Code and documentation You distribute or Externally Deploy, and You may not offer or impose any terms on such Source Code that alter or restrict this License or the recipients' rights hereunder, except as permitted under Section 6.

2.2 Modified Code. You may modify Covered Code and use, reproduce, display, perform, internally distribute within Your organization, and Externally Deploy Your Modifications and Covered Code, for commercial or non-commercial purposes, provided that in each instance You also meet all of these conditions:

(a) You must satisfy all the conditions of Section 2.1 with respect to the Source Code of the Covered Code;

(b) You must duplicate, to the extent it does not already exist, the notice in Exhibit A in each file of the Source Code of all Your Modifications, and cause the modified files to carry prominent notices stating that You changed the files and the date of any change; and

(c) If You Externally Deploy Your Modifications, You must make Source Code of all Your Externally Deployed Modifications either available to those to whom You have Externally Deployed Your Modifications, or publicly available. Source Code of Your Externally Deployed Modifications must be released under the terms set forth in this License, including the license grants set forth in Section 3 below, for as long as you Externally Deploy the Covered Code or twelve (12) months from the date of initial External Deployment, whichever is longer. You should preferably distribute the Source Code of Your Externally Deployed Modifications electronically (e.g. download from a web site).

2.3 Distribution of Executable Versions. In addition, if You Externally Deploy Covered Code (Original Code and/or Modifications) in object code, executable form only, You must include a prominent notice, in the code itself as well as in related documentation, stating that Source Code of the Covered Code is available under the terms of this License with information on how and where to obtain such Source Code.

2.4 Third Party Rights. You expressly acknowledge and agree that although Apple and each Contributor grants the licenses to their respective portions of the Covered Code set forth herein, no assurances are provided by Apple or any Contributor that the Covered Code does not infringe the patent or other intellectual property rights of any other entity. Apple and each Contributor disclaim any liability to You for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, You hereby assume sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow You to distribute the Covered Code, it is Your responsibility to acquire that license before distributing the Covered Code.

3. Your Grants. In consideration of, and as a condition to, the licenses granted to You under this License, You hereby grant to any person or entity receiving or distributing Covered Code under this License a non-exclusive, royalty-free, perpetual, irrevocable license, under Your Applicable Patent Rights and other intellectual property rights (other than patent) owned or controlled by You, to use, reproduce, display, perform, modify, sublicense, distribute and Externally Deploy Your Modifications of the same scope and extent as Apple's licenses under Sections 2.1 and 2.2 above.

4. Larger Works. You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In each such instance, You must make sure the requirements of this License are fulfilled for the Covered Code or any portion thereof.

5. Limitations on Patent License. Except as expressly stated in Section 2, no other patent rights, express or implied, are granted by Apple herein. Modifications and/or Larger Works may require additional patent licenses from Apple which Apple may grant in its sole discretion.

6. Additional Terms. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations and/or other rights consistent with the scope of the license granted herein ("Additional Terms") to one or more recipients of Covered Code. However, You may do so only on Your own behalf and as Your sole responsibility, and not on behalf of Apple or any Contributor. You must obtain the recipient's agreement that any such Additional Terms are offered by You alone, and You hereby agree to indemnify, defend and hold Apple and every Contributor harmless for any liability incurred by or claims asserted against Apple or such Contributor by reason of any such Additional Terms.

7. Versions of the License. Apple may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Once Original Code has been published under a particular version of this License, You may continue to use it under the terms of that version. You may also choose to use such Original Code under the terms of any subsequent version of this License published by Apple. No one other than Apple has the right to modify the terms applicable to Covered Code created under this License.

8. NO WARRANTY OR SUPPORT. The Covered Code may contain in whole or in part pre-release, untested, or not fully tested works. The Covered Code may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. You expressly acknowledge and agree that use of the Covered Code, or any portion thereof, is at Your sole and entire risk. THE COVERED CODE IS PROVIDED "AS IS" AND WITHOUT WARRANTY, UPGRADES OR SUPPORT OF ANY KIND AND APPLE AND APPLE'S LICENSOR(S) (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 8 AND 9) AND ALL CONTRIBUTORS EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. APPLE AND EACH CONTRIBUTOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE COVERED CODE, THAT THE FUNCTIONS CONTAINED IN THE COVERED CODE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE COVERED CODE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE COVERED CODE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE, AN APPLE AUTHORIZED REPRESENTATIVE OR ANY CONTRIBUTOR SHALL CREATE A WARRANTY. You acknowledge that the Covered Code is not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or air traffic control machines in which case the failure of the Covered Code could lead to death, personal injury, or severe physical or environmental damage.

9. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APPLE OR ANY CONTRIBUTOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE OR YOUR USE OR INABILITY TO USE THE COVERED CODE, OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF APPLE OR SUCH CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Apple's total liability to You for all damages (other than as may be required by applicable law) under this License exceed the amount of fifty dollars (\$50.00).

10. Trademarks. This License does not grant any rights to use the trademarks or trade names "Apple", "Mac", "Mac OS", "QuickTime", "QuickTime Streaming Server" or any other trademarks, service marks, logos or trade names belonging to Apple (collectively "Apple Marks") or to any trademark, service mark, logo or trade name belonging to any Contributor. You agree not to use any Apple Marks in or as part of the name of products derived from the Original Code or to endorse or promote products derived from

the Original Code other than as expressly permitted by and in strict compliance at all times with Apple's third party trademark usage guidelines which are posted at <http://www.apple.com/legal/guidelinesfor3rdparties.html>.

11. Ownership. Subject to the licenses granted under this License, each Contributor retains all rights, title and interest in and to any Modifications made by such Contributor. Apple retains all rights, title and interest in and to the Original Code and any Modifications made by or on behalf of Apple ("Apple Modifications"), and such Apple Modifications will not be automatically subject to this License. Apple may, at its sole discretion, choose to license such Apple Modifications under this License, or on different terms from those contained in this License or may choose not to license them at all.

12. Termination.

12.1 Termination. This License and the rights granted hereunder will terminate:

- (a) automatically without notice from Apple if You fail to comply with any term(s) of this License and fail to cure such breach within 30 days of becoming aware of such breach;
- (b) immediately in the event of the circumstances described in Section 13.5(b); or
- (c) automatically without notice from Apple if You, at any time during the term of this License, commence an action for patent infringement against Apple; provided that Apple did not first commence an action for patent infringement against You in that instance.

12.2 Effect of Termination. Upon termination, You agree to immediately stop any further use, reproduction, modification, sublicensing and distribution of the Covered Code. All sublicenses to the Covered Code which have been properly granted prior to termination shall survive any termination of this License. Provisions which, by their nature, should remain in effect beyond the termination of this License shall survive, including but not limited to Sections 3, 5, 8, 9, 10, 11, 12.2 and 13. No party will be liable to any other for compensation, indemnity or damages of any sort solely as a result of terminating this License in accordance with its terms, and termination of this License will be without prejudice to any other right or remedy of any party.

13. Miscellaneous.

13.1 Government End Users. The Covered Code is a "commercial item" as defined in FAR 2.101. Government software and technical data rights in the Covered Code include only those rights customarily provided to the public as defined in this License. This customary commercial license in technical data and software is provided in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data -- Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Accordingly, all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

13.2 Relationship of Parties. This License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between or among You, Apple or any Contributor, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise.

13.3 Independent Development. Nothing in this License will impair Apple's right to acquire, license, develop, have others develop for it, market and/or distribute technology or products that perform the same or similar functions as, or otherwise compete with, Modifications, Larger Works, technology or products that You may develop, produce, market or distribute.

13.4 Waiver; Construction. Failure by Apple or any Contributor to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this License.

13.5 Severability. (a) If for any reason a court of competent jurisdiction finds any

provision of this License, or portion thereof, to be unenforceable, that provision of the License will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this License will continue in full force and effect. (b) Notwithstanding the foregoing, if applicable law prohibits or restricts You from fully and/or specifically complying with Sections 2 and/or 3 or prevents the enforceability of either of those Sections, this License will immediately terminate and You must immediately discontinue any use of the Covered Code and destroy all copies of it that are in your possession or control.

13.6 Dispute Resolution. Any litigation or other dispute resolution between You and Apple relating to this License shall take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of, and venue in, the state and federal courts within that District with respect to this License. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13.7 Entire Agreement; Governing Law. This License constitutes the entire agreement between the parties with respect to the subject matter hereof. This License shall be governed by the laws of the United States and the State of California, except that body of California law concerning conflicts of law.

Where You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this License and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

EXHIBIT A.

“Portions Copyright (c) 1999–2007 Apple Inc. All Rights Reserved.

This file contains Original Code and/or Modifications of Original Code as defined in and that are subject to the Apple Public Source License Version 2.0 (the `License`). You may not use this file except in compliance with the License. Please obtain a copy of the License at <http://www.opensource.apple.com/apsl/> and read it before using this file.

The Original Code and all software distributed under the License are distributed on an `AS IS` basis, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND APPLE HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT. Please see the License for the specific language governing rights and limitations under the License.”

Copyright 1990–1998 Adobe Systems Incorporated.
All Rights Reserved.

Patents Pending

NOTICE: All information contained herein is the property of Adobe Systems Incorporated.

Permission is granted for redistribution of this file provided this copyright notice is maintained intact and that the contents of this file are not altered in any way from its original form.

PostScript and Display PostScript are trademarks of Adobe Systems Incorporated which may be registered in certain jurisdictions.

```
/* =====  
* Copyright (c) 1995–1999 The Apache Group. All rights reserved.  
*  
* Redistribution and use in source and binary forms, with or without  
* modification, are permitted provided that the following conditions  
* are met:
```

*
* 1. Redistributions of source code must retain the above copyright
* notice, this list of conditions and the following disclaimer.
*
* 2. Redistributions in binary form must reproduce the above copyright
* notice, this list of conditions and the following disclaimer in
* the documentation and/or other materials provided with the
* distribution.
*
* 3. All advertising materials mentioning features or use of this
* software must display the following acknowledgment:
* "This product includes software developed by the Apache Group
* for use in the Apache HTTP server project (<http://www.apache.org/>)."
*
* 4. The names "Apache Server" and "Apache Group" must not be used to
* endorse or promote products derived from this software without
* prior written permission. For written permission, please contact
* apache@apache.org.
*
* 5. Products derived from this software may not be called "Apache"
* nor may "Apache" appear in their names without prior written
* permission of the Apache Group.
*
* 6. Redistributions of any form whatsoever must retain the following
* acknowledgment:
* "This product includes software developed by the Apache Group
* for use in the Apache HTTP server project (<http://www.apache.org/>)."
*
* THIS SOFTWARE IS PROVIDED BY THE APACHE GROUP ``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 GROUP OR
* ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,
* SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT
* NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
* LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
* HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,
* STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)
* ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED
* OF THE POSSIBILITY OF SUCH DAMAGE.
* =====
*
* This software consists of voluntary contributions made by many
* individuals on behalf of the Apache Group and was originally based
* on public domain software written at the National Center for
* Supercomputing Applications, University of Illinois, Urbana-Champaign.
* For more information on the Apache Group and the Apache HTTP server
* project, please see <http://www.apache.org/>.
*
*/

/* =====
* The Apache Software License, Version 1.1
*
* Copyright (c) 2000 The Apache Software Foundation. All rights
* reserved.
*
* Redistribution and use in source and binary forms, with or without
* modification, are permitted provided that the following conditions
* are met:

```

*
* 1. Redistributions of source code must retain the above copyright
* notice, this list of conditions and the following disclaimer.
*
* 2. Redistributions in binary form must reproduce the above copyright
* notice, this list of conditions and the following disclaimer in
* the documentation and/or other materials provided with the
* distribution.
*
* 3. The end-user documentation included with the redistribution,
* if any, must include the following acknowledgment:
*     "This product includes software developed by the
*     Apache Software Foundation (http://www.apache.org/)."
* Alternately, this acknowledgment may appear in the software itself,
* if and wherever such third-party acknowledgments normally appear.
*
* 4. The names "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",
* nor may "Apache" appear in their name, without prior written
* permission of the Apache Software Foundation.
*
* THIS SOFTWARE IS PROVIDED ``AS IS`` AND ANY EXPRESSED OR IMPLIED
* WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES
* OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE
* DISCLAIMED.  IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR
* ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,
* SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT
* LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF
* USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND
* ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY,
* OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT
* OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF
* SUCH DAMAGE.
* =====
*
* This software consists of voluntary contributions made by many
* individuals on behalf of the Apache Software Foundation.  For more
* information on the Apache Software Foundation, please see
* <http://www.apache.org/>.
*
* Portions of this software are based upon public domain software
* originally written at the National Center for Supercomputing Applications,
* University of Illinois, Urbana-Champaign.
*/

```

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

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

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

"Licensor" shall mean the copyright owner or entity authorized by

the copyright owner that is granting the License.

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

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

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

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

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

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

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

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

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

use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
 - (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
 - (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
 - (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
 - (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

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

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the

origin of the Work and reproducing the content of the NOTICE file.

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

END OF TERMS AND CONDITIONS

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

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

Copyright [yyyy] [name of copyright owner]

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

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

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

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

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

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

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

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

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

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

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

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

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

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

2. Grant of Copyright License. Subject to the terms and conditions of

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

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.
4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
 - (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
 - (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
 - (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
 - (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

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

5. Submission of Contributions. Unless You explicitly state otherwise,

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

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

END OF TERMS AND CONDITIONS

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

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

Copyright [yyyy] [name of copyright owner]

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

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

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

--- LLVM Exceptions to the Apache 2.0 License ---

As an exception, if, as a result of your compiling your source code, portions of this Software are embedded into an Object form of such source code, you may redistribute such embedded portions in such Object form without complying with the conditions of Sections 4(a), 4(b) and 4(d) of the License.

In addition, if you combine or link compiled forms of this Software with software that is licensed under the GPLv2 ("Combined Software") and if a court of competent jurisdiction determines that the patent provision (Section 3), the indemnity provision (Section 9) or other Section of the License conflicts with the conditions of the GPLv2, you may retroactively and prospectively choose to deem waived or otherwise exclude such Section(s) of the License, but only in their entirety and only with respect to the Combined Software.

The Artistic License
Preamble

The intent of this document is to state the conditions under which a Package may be copied, such that the Copyright Holder maintains some semblance of artistic control over the development of the package, while giving the users of the package the right to use and distribute the Package in a more-or-less customary fashion, plus the right to make reasonable modifications.

Definitions:

"Package" refers to the collection of files distributed by the Copyright Holder, and derivatives of that collection of files created through textual modification.

"Standard Version" refers to such a Package if it has not been modified, or has been modified in accordance with the wishes of the Copyright Holder.

"Copyright Holder" is whoever is named in the copyright or copyrights for the package. "You" is you, if you're thinking about copying or distributing this Package.

"Reasonable copying fee" is whatever you can justify on the basis of media cost, duplication charges, time of people involved, and so on. (You will not be required to justify it to the Copyright Holder, but only to the computing community at large as a market that must bear the fee.)

"Freely Available" means that no fee is charged for the item itself, though there may be fees involved in handling the item. It also means that recipients of the item may redistribute it under the same conditions they received it.

1. You may make and give away verbatim copies of the source form of the Standard Version of this Package without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.

2. You may apply bug fixes, portability fixes and other modifications derived from the Public Domain or from the Copyright Holder. A Package modified in such a way shall still be considered the Standard Version.

3. You may otherwise modify your copy of this Package in any way, provided that you insert a prominent notice in each changed file stating how and when you changed that file, and provided that you do at least ONE of the following:

a) place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or

placing the modifications on a major archive site such as ftp.uu.net, or by allowing the Copyright Holder to include your modifications in the Standard Version of the Package.

b) use the modified Package only within your corporation or organization.

c) rename any non-standard executables so the names do not conflict with standard executables, which must also be provided, and provide a separate manual page for each non-standard executable that clearly documents how it differs from the Standard Version.

d) make other distribution arrangements with the Copyright Holder.

4. You may distribute the programs of this Package in object code or executable form, provided that you do at least ONE of the following:

a) distribute a Standard Version of the executables and library files, together with instructions (in the manual page or equivalent) on where to get the Standard Version.

b) accompany the distribution with the machine-readable source of the Package with your modifications.

c) accompany any non-standard executables with their corresponding Standard Version executables, giving the non-standard executables non-standard names, and clearly documenting the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.

d) make other distribution arrangements with the Copyright Holder.

5. You may charge a reasonable copying fee for any distribution of this Package. You may charge any fee you choose for support of this Package. You may not charge a fee for this Package itself. However, you may distribute this Package in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution provided that you do not advertise this Package as a product of your own.

6. The scripts and library files supplied as input to or produced as output from the programs of this Package do not automatically fall under the copyright of this Package, but belong to whomever generated them, and may be sold commercially, and may be aggregated with this Package.

7. C or perl subroutines supplied by you and linked into this Package shall not be considered part of this Package.

8. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.

9. THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The End

The Artistic License 2.0

Copyright (c) 2000-2006, The Perl Foundation.

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

Preamble

This license establishes the terms under which a given free software Package may be copied, modified, distributed, and/or redistributed.

The intent is that the Copyright Holder maintains some artistic control over the development of that Package while still keeping the Package available as open source and free software.

You are always permitted to make arrangements wholly outside of this license directly with the Copyright Holder of a given Package. If the terms of this license do not permit the full use that you propose to make of the Package, you should contact the Copyright Holder and seek a different licensing arrangement.

Definitions

"Copyright Holder" means the individual(s) or organization(s) named in the copyright notice for the entire Package.

"Contributor" means any party that has contributed code or other material to the Package, in accordance with the Copyright Holder's procedures.

"You" and "your" means any person who would like to copy, distribute, or modify the Package.

"Package" means the collection of files distributed by the Copyright Holder, and derivatives of that collection and/or of those files. A given Package may consist of either the Standard Version, or a Modified Version.

"Distribute" means providing a copy of the Package or making it accessible to anyone else, or in the case of a company or organization, to others outside of your company or organization.

"Distributor Fee" means any fee that you charge for Distributing this Package or providing support for this Package to another party. It does not mean licensing fees.

"Standard Version" refers to the Package if it has not been modified, or has been modified only in ways explicitly requested by the Copyright Holder.

"Modified Version" means the Package, if it has been changed, and such changes were not explicitly requested by the Copyright Holder.

"Original License" means this Artistic License as Distributed with the Standard Version of the Package, in its current version or as it may be modified by The Perl Foundation in the future.

"Source" form means the source code, documentation source, and configuration files for the Package.

"Compiled" form means the compiled bytecode, object code, binary, or any other form resulting from mechanical transformation or translation of the Source form.

Permission for Use and Modification Without Distribution

(1) You are permitted to use the Standard Version and create and use Modified Versions for any purpose without restriction, provided that you do not Distribute the Modified Version.

Permissions for Redistribution of the Standard Version

(2) You may Distribute verbatim copies of the Source form of the Standard Version of this Package in any medium without restriction, either gratis or for a Distributor Fee, provided that you duplicate all of the original copyright notices and associated disclaimers. At your discretion, such verbatim copies may or may not include a Compiled form of the Package.

(3) You may apply any bug fixes, portability changes, and other modifications made available from the Copyright Holder. The resulting Package will still be considered the Standard Version, and as such will be subject to the Original License.

Distribution of Modified Versions of the Package as Source

(4) You may Distribute your Modified Version as Source (either gratis or for a Distributor Fee, and with or without a Compiled form of the Modified Version) provided that you clearly document how it differs from the Standard Version, including, but not limited to, documenting any non-standard features, executables, or modules, and provided that you do at least ONE of the following:

(a) make the Modified Version available to the Copyright Holder of the Standard Version, under the Original License, so that the Copyright Holder may include your modifications in the Standard Version.

(b) ensure that installation of your Modified Version does not prevent the user installing or running the Standard Version. In addition, the Modified Version must bear a name that is different from the name of the Standard Version.

(c) allow anyone who receives a copy of the Modified Version to make the Source form of the Modified Version available to others under

(i) the Original License or

(ii) a license that permits the licensee to freely copy, modify and redistribute the Modified Version using the same licensing terms that apply to the copy that the licensee received, and requires that the Source form of the Modified Version, and of any works derived from it, be made freely available in that license fees are prohibited but Distributor Fees are allowed.

Distribution of Compiled Forms of the Standard Version or Modified Versions without the Source

(5) You may Distribute Compiled forms of the Standard Version without the Source, provided that you include complete instructions on how to get the Source of the Standard Version. Such instructions must be valid at the time of your distribution. If these instructions, at any time while you are carrying out such distribution, become invalid, you must provide new instructions on demand or cease further distribution. If you provide valid instructions or cease distribution within thirty days after you become aware that the instructions are invalid, then you do not forfeit any of your rights under this license.

(6) You may Distribute a Modified Version in Compiled form without the Source, provided that you comply with Section 4 with respect to the Source of the Modified Version.

Aggregating or Linking the Package

(7) You may aggregate the Package (either the Standard Version or Modified Version) with other packages and Distribute the resulting aggregation provided that you do not charge a licensing fee for the Package. Distributor Fees are permitted, and licensing fees for other components in the aggregation are permitted. The terms of this license apply to the use and Distribution of the Standard or Modified Versions as included in the aggregation.

(8) You are permitted to link Modified and Standard Versions with other works, to embed the Package in a larger work of your own, or to build stand-alone binary or bytecode versions of applications that include the Package, and Distribute the result without restriction, provided the result does not expose a direct interface to the Package.

Items That are Not Considered Part of a Modified Version

(9) Works (including, but not limited to, modules and scripts) that merely extend or make use of the Package, do not, by themselves, cause the Package to be a Modified Version. In addition, such works are not considered parts of the Package itself, and are not subject to the terms of this license.

General Provisions

(10) Any use, modification, and distribution of the Standard or Modified Versions is governed by this Artistic License. By using, modifying or distributing the Package, you accept this license. Do not use, modify, or distribute the Package, if you do not accept this license.

(11) If your Modified Version has been derived from a Modified Version made by someone other than you, you are nevertheless required to ensure that your Modified Version complies with the requirements of this license.

(12) This license does not grant you the right to use any trademark, service mark, tradename, or logo of the Copyright Holder.

(13) This license includes the non-exclusive, worldwide, free-of-charge patent license to make, have made, use, offer to sell, sell, import and otherwise transfer the Package with respect to any patent claims licensable by the Copyright Holder that are necessarily infringed by the Package. If you institute patent litigation (including a cross-claim or counterclaim) against any party alleging that the Package constitutes direct or contributory patent infringement, then this Artistic License to you shall terminate on the date that such litigation is filed.

(14) Disclaimer of Warranty:
THE PACKAGE IS PROVIDED BY THE COPYRIGHT HOLDER AND CONTRIBUTORS "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE DISCLAIMED TO THE EXTENT PERMITTED BY YOUR LOCAL LAW. UNLESS REQUIRED BY LAW, NO COPYRIGHT HOLDER OR CONTRIBUTOR WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THE PACKAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright (c) The Regents of the University of California.

All rights reserved.

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

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

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

Copyright (C) <YEAR> by <OWNER>

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted.

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

Copyright (c) <YEAR>, <OWNER>
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.

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

Copyright <YEAR> <COPYRIGHT HOLDER>

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

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

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

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER 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.
Copyright (c) <YEAR> <COPYRIGHT HOLDERS>

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.

Subject to the terms and conditions of this license, each copyright holder and contributor hereby grants to those receiving rights under this license a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except for failure to satisfy the conditions of this license) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer this software, where such license applies only to those patent claims, already acquired or hereafter acquired, licensable by such copyright holder or contributor that are necessarily infringed by:

(a) their Contribution(s) (the licensed copyrights of copyright holders and non-copyrightable additions of contributors, in source or binary form) alone;
or

(b) combination of their Contribution(s) with the work of authorship to which such Contribution(s) was added by such copyright holder or contributor, if, at the time the Contribution is added, such addition causes such combination to be necessarily infringed. The patent license shall not apply to any other combinations which include the Contribution.

Except as expressly stated above, no rights or licenses from any copyright holder or contributor is granted under this license, whether expressly, by implication, estoppel or otherwise.

DISCLAIMER

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

Copyright (c) <YEAR>, <OWNER>
All rights reserved.

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

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

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

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

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

The Clear BSD License

Copyright (c) [xxxx]-[xxxx] [Owner Organization]
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted (subject to the limitations in the disclaimer below) provided that the following conditions are met:

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

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

- * Neither the name of [Owner Organization] nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

NO EXPRESS OR IMPLIED LICENSES TO ANY PARTY'S PATENT RIGHTS ARE GRANTED BY THIS LICENSE. THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER 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.

Copyright (c) <year>, <copyright holder>
All rights reserved.

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

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

- documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement:
This product includes software developed by the <organization>.
 4. Neither the name of the <organization> 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 <COPYRIGHT HOLDER> ``AS IS`` AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL <COPYRIGHT HOLDER> BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Boost Software License - Version 1.0 - August 17th, 2003

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Bitstream Vera Fonts Copyright

The fonts have a generous copyright, allowing derivative works (as long as "Bitstream" or "Vera" are not in the names), and full redistribution (so long as they are not *sold* by themselves). They can be bundled, redistributed and sold with any software.

The fonts are distributed under the following copyright:

Copyright

=====

Copyright (c) 2003 by Bitstream, Inc. All Rights Reserved. Bitstream Vera is a trademark of Bitstream, Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of the fonts accompanying this license ("Fonts") and associated documentation files (the "Font Software"), to reproduce and distribute the Font Software, including without limitation the rights to use, copy, merge, publish, distribute, and/or sell copies of the Font

Software, and to permit persons to whom the Font Software is furnished to do so, subject to the following conditions:

The above copyright and trademark notices and this permission notice shall be included in all copies of one or more of the Font Software typefaces.

The Font Software may be modified, altered, or added to, and in particular the designs of glyphs or characters in the Fonts may be modified and additional glyphs or characters may be added to the Fonts, only if the fonts are renamed to names not containing either the words "Bitstream" or the word "Vera".

This License becomes null and void to the extent applicable to Fonts or Font Software that has been modified and is distributed under the "Bitstream Vera" names.

The Font Software may be sold as part of a larger software package but no copy of one or more of the Font Software typefaces may be sold by itself.

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

Except as contained in this notice, the names of Gnome, the Gnome Foundation, and Bitstream Inc., shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Font Software without prior written authorization from the Gnome Foundation or Bitstream Inc., respectively. For further information, contact: fonts at gnome dot org.

Copyright FAQ

=====

1. I don't understand the resale restriction... What gives?

Bitstream is giving away these fonts, but wishes to ensure its competitors can't just drop the fonts as is into a font sale system and sell them as is. It seems fair that if Bitstream can't make money from the Bitstream Vera fonts, their competitors should not be able to do so either. You can sell the fonts as part of any software package, however.

2. I want to package these fonts separately for distribution and sale as part of a larger software package or system. Can I do so?

Yes. A RPM or Debian package is a "larger software package" to begin with, and you aren't selling them independently by themselves. See 1. above.

3. Are derivative works allowed?

Yes!

4. Can I change or add to the font(s)?

Yes, but you must change the name(s) of the font(s).

5. Under what terms are derivative works allowed?

You must change the name(s) of the fonts. This is to ensure the quality of the fonts, both to protect Bitstream and Gnome. We want to ensure that if an application has opened a font specifically of these names, it gets what it expects (though of course, using fontconfig, substitutions could still could have occurred during font opening). You must include the Bitstream copyright. Additional copyrights can be added, as per copyright law. Happy Font Hacking!

6. If I have improvements for Bitstream Vera, is it possible they might get adopted in future versions?

Yes. The contract between the Gnome Foundation and Bitstream has provisions for working with Bitstream to ensure quality additions to the Bitstream Vera font family. Please contact us if you have such additions. Note, that in general, we will want such additions for the entire family, not just a single font, and that you'll have to keep both Gnome and Jim Lyles, Vera's designer, happy! To make sense to add glyphs to the font, they must be stylistically in keeping with Vera's design. Vera cannot become a "ransom note" font. Jim Lyles will be providing a document describing the design elements used in Vera, as a guide and aid for people interested in contributing to Vera.

7. I want to sell a software package that uses these fonts: Can I do so?

Sure. Bundle the fonts with your software and sell your software with the fonts. That is the intent of the copyright.

8. If applications have built the names "Bitstream Vera" into them, can I override this somehow to use fonts of my choosing?

This depends on exact details of the software. Most open source systems and software (e.g., Gnome, KDE, etc.) are now converting to use fontconfig (see www.fontconfig.org) to handle font configuration, selection and substitution; it has provisions for overriding font names and substituting alternatives. An example is provided by the supplied local.conf file, which chooses the family Bitstream Vera for "sans", "serif" and "monospace". Other software (e.g., the XFree86 core server) has other mechanisms for font substitution.

Show details Hide details

Change log
r2011 by mark.nickel on Mar 3, 2011 Diff

Majority of Multi-Line text editing is in the commit. Also added some specific free fonts to replace the existing set as we need some additional font metrics that we use in the Text Editing rendering pipeline.

You can see the font licenses in the editor/fonts folder under each font.

Still have some cleanup to do to add the text formatting (left, right, center) as

...

Go to:
Hide comments
Show comments

Older revisions

All revisions of this file

File info

Size: 5953 bytes, 123 lines

[View raw file](#)

File properties

svn:executable

*

Computer Associates Trusted Open Source License
Version 1.1

(text)

PLEASE READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY. THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMPUTER ASSOCIATES TRUSTED OPEN SOURCE LICENSE ("LICENSE"). ANY USE, REPRODUCTION, MODIFICATION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES THE RECIPIENT'S ACCEPTANCE OF THIS LICENSE.

License Background

Computer Associates International, Inc. (CA) believes in open source. We believe that the open source development approach can take appropriate software programs to unprecedented levels of quality, growth, and innovation. To demonstrate our continuing commitment to open source, we are releasing the Program (as defined below) under this License.

This License is intended to permit contributors and recipients of the Program to use the Program, including its source code, freely and without many of the concerns of some other open source licenses. Although we expect the underlying Program, and Contributions (as defined below) made to such Program, to remain open, this License is designed to permit you to maintain your own software programs free of this License unless you choose to do so. Thus, only your Contributions to the Program must be distributed under the terms of this License.

The provisions that follow set forth the terms and conditions under which you may use the Program.

1. DEFINITIONS

1.1 Contribution means (a) in the case of CA, the Original Program; and (b) in the case of each Contributor (including CA), changes and additions to the Program, where such changes and/or additions to the Program originate from and are distributed by that particular Contributor to unaffiliated third parties. A Contribution originates from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (x) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (y) are not derivative works of the Program.

1.2 Contributor means CA and any other person or entity that distributes the Program.

1.3 Contributor Version means as to a Contributor, that version of the Program that includes the Contributor's Contribution but not any Contributions made to the Program thereafter.

1.4 Larger Work means a work that combines the Program or portions thereof with code not governed by the terms of this License.

1.5 Licensed Patents mean patents licensable by a Contributor that are infringed by the use or sale of its Contribution alone or when combined with the Program.

1.6 Original Program means the original version of the software to which this License is attached and as released by CA, including source code, object code and documentation, if any.

1.7 Program means the Original Program and Contributions.

1.8 Recipient means anyone who modifies, copies, uses or distributes the Program.

2. GRANT OF RIGHTS

2.1 Subject to the terms of this License, each Contributor hereby grants Recipient an irrevocable, non-exclusive, worldwide, royalty-free license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form. For the avoidance of doubt, the license provided in this Section 2.1 shall not include a license to any Licensed Patents of a Contributor.

2.2 Subject to the terms of this License, each Contributor hereby grants Recipient an irrevocable, non-exclusive, worldwide, royalty-free license to the Licensed Patents to the extent necessary to make, use, sell, offer to sell and import the Contribution of such Contributor, if any, in source code and object code form. The license granted in this Section 2.2 shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes the Licensed Patents to be infringed by such combination. Notwithstanding the foregoing, no license is granted under this Section 2.2: (a) for any code or works that do not include the Contributor Version, as it exists and is used in accordance with the terms hereof; (b) for infringements caused by: (i) third party modifications of the Contributor Version; or (ii) the combination of Contributions made by each such Contributor with other software (except as part of the Contributor Version) or other devices; or (c) with respect to Licensed Patents infringed by the Program in the absence of Contributions made by that Contributor.

2.3 Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, except as provided in Section 2.4, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other person or entity. Each Contributor disclaims any liability to Recipient for claims brought by any other person or entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any.

2.4 Each Contributor represents and warrants that it has all right, title and interest in the copyrights in its Contributions, and has the right to grant the copyright licenses set forth in this License.

3. DISTRIBUTION REQUIREMENTS

3.1 If the Program is distributed in object code form, then a prominent notice must be included in the code itself as well as in any related documentation, stating that the source code for the Program is available from the Contributor with information on how and where to obtain the source code. A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

it complies with the terms and conditions of this License; and
its license agreement:

effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose, to the maximum extent permitted by applicable law;
effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits, to the maximum extent permitted by applicable law;
states that any provisions which are inconsistent with this License are offered by that

Contributor alone and not by any other party; and states that source code for the Program is available from such Contributor at the cost of distribution, and informs licensees how to obtain it in a reasonable manner.

3.2 When the Program is made available in source code form:

it must be made available under this License; and a copy of this License must be included with each copy of the Program.

3.3 This License is intended to facilitate the commercial distribution of the Program by any Contributor. However, Contributors may only charge Recipients a one-time, upfront fee for the distribution of the Program. Contributors may not charge Recipients any recurring charge, license fee, or any ongoing royalty for the Recipients exercise of its rights under this License to the Program. Contributors shall make the source code for the Contributor Version they distribute available at a cost, if any, equal to the cost to the Contributor to physically copy and distribute the work. It is not the intent of this License to prohibit a Contributor from charging fees for any service or maintenance that a Contributor may charge to a Recipient, so long as such fees are not an attempt to circumvent the foregoing restrictions on charging royalties or other recurring fees for the Program itself.

3.4 A Contributor may create a Larger Work by combining the Program with other software code not governed by the terms of this License, and distribute the Larger Work as a single product. In such a case, the Contributor must make sure that the requirements of this License are fulfilled for the Program. Any Contributor who includes the Program in a commercial product offering, including as part of a Larger Work, may subject itself, but not any other Contributor, to additional contractual commitments, including, but not limited to, performance warranties and non-infringement representations on such Contributors behalf. No Contributor may create any additional liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor (Commercial Contributor) hereby agrees to defend and indemnify every other Contributor (Indemnified Contributor) who made Contributions to the Program distributed by the Commercial Contributor against any losses, damages and costs (collectively Losses) arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions, including any additional contractual commitments, of such Commercial Contributor in connection with its distribution of the Program. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement.

3.5 If Contributor has knowledge that a license under a third partys intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must (a) include a text file with the Program source code distribution titled ../IP_ISSUES, and (b) notify CA in writing at Computer Associates International, Inc., One Computer Associates Plaza, Islandia, New York 11749, Attn: Open Source Group or by email at opensource@ca.com, both describing the claim and the party making the claim in sufficient detail that a Recipient and CA will know whom to contact with regard to such matter. If Contributor obtains such knowledge after the Contribution is made available, Contributor shall also promptly modify the IP_ISSUES file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Program that such new knowledge has been obtained.

3.6 Recipient shall not remove, obscure, or modify any CA or other Contributor copyright or patent proprietary notices appearing in the Program, whether in the source code, object code or in any documentation. In addition to the obligations set forth in Section 4, each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. CONTRIBUTION RESTRICTIONS

4.1 Each Contributor must cause the Program to which the Contributor provides a Contribution to contain a file documenting the changes the Contributor made to create its version of the Program and the date of any change. Each Contributor must also

include a prominent statement that the Contribution is derived, directly or indirectly, from the Program distributed by a prior Contributor, including the name of the prior Contributor from which such Contribution was derived, in (a) the Program source code, and (b) in any notice in an executable version or related documentation in which the Contributor describes the origin or ownership of the Program.

5. NO WARRANTY

5.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS LICENSE, THE PROGRAM IS PROVIDED AS IS AND IN ITS PRESENT STATE AND CONDITION. NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PROGRAM IS GIVEN OR ASSUMED BY ANY CONTRIBUTOR AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

5.2 Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this License, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

5.3 Each Recipient acknowledges that the Program is not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or air traffic control machines in which case the failure of the Program could lead to death, personal injury, or severe physical or environmental damage.

6. DISCLAIMER OF LIABILITY

6.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS LICENSE, AND TO THE EXTENT PERMITTED BY LAW, NO CONTRIBUTOR SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TRADEMARKS AND BRANDING

7.1 This License does not grant any Recipient or any third party any rights to use the trademarks or trade names now or subsequently posted at <http://www.ca.com/catrdmrk.htm>, or any other trademarks, service marks, logos or trade names belonging to CA (collectively CA Marks) or to any trademark, service mark, logo or trade name belonging to any Contributor. Recipient agrees not to use any CA Marks in or as part of the name of products derived from the Original Program or to endorse or promote products derived from the Original Program.

7.2 Subject to Section 7.1, Recipients may distribute the Program under trademarks, logos, and product names belonging to the Recipient provided that all copyright and other attribution notices remain in the Program.

8. PATENT LITIGATION

8.1 If Recipient institutes patent litigation against any person or entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2.2 shall terminate as of the date such litigation is filed.

9. OWNERSHIP

9.1 Subject to the licenses granted under this License in Sections 2.1 and 2.2 above, each Contributor retains all rights, title and interest in and to any Contributions made by such Contributor. CA retains all rights, title and interest in and to the

Original Program and any Contributions made by or on behalf of CA (CA Contributions), and such CA Contributions will not be automatically subject to this License. CA may, at its sole discretion, choose to license such CA Contributions under this License, or on different terms from those contained in this License or may choose not to license them at all.

10. TERMINATION

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

11. GENERAL

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

11.2 CA may publish new versions (including revisions) of this License from time to time. Each new version of the License will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the License under which it was received. In addition, after a new version of the License is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. No one other than CA has the right to modify this License.

11.3 If it is impossible for Recipient to comply with any of the terms of this License with respect to some or all of the Program due to statute, judicial order, or regulation, then Recipient must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the IP_ISSUES file described in Section 3.5 and must be included with all distributions of the Program source code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a Recipient of ordinary skill to be able to understand it.

11.4 This License is governed by the laws of the State of New York. No Recipient will bring a legal action under this License more than one year after the cause of action arose. Each Recipient waives its rights to a jury trial in any resulting litigation. Any litigation or other dispute resolution between a Recipient and CA relating to this License shall take place in the State of New York, and Recipient and CA hereby consent to the personal jurisdiction of, and venue in, the state and federal courts within that district with respect to this License. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

11.5 Where Recipient is located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this License and all related documents be drafted in English. Les parties contractantes confirment qu'elles ont exigé que le présent contrat et tous les documents associés soient rédigés en anglais.

11.6 The Program is subject to all export and import laws, restrictions and regulations of the country in which Recipient receives the Program. Recipient is solely responsible for complying with and ensuring that Recipient does not export, re-export, or import the Program in violation of such laws, restrictions or regulations, or without any necessary licenses and authorizations.

11.7 This License constitutes the entire agreement between the parties with respect to the subject matter hereof.

Creative Commons
Attribution 1.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS DRAFT LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

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

4. Restrictions. The license granted in Section 3 above is expressly made subject to

and limited by the following restrictions:

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

By offering the Work for public release under this License, Licensor represents and warrants that, to the best of Licensor's knowledge after reasonable inquiry: Licensor has secured all rights in the Work necessary to grant the license rights hereunder and to permit the lawful exercise of the rights granted hereunder without You having any obligation to pay any royalties, compulsory license fees, residuals or any other payments;

The Work does not infringe the copyright, trademark, publicity rights, common law rights or any other right of any third party or constitute defamation, invasion of privacy or other tortious injury to any third party.

EXCEPT AS EXPRESSLY STATED IN THIS LICENSE OR OTHERWISE AGREED IN WRITING OR REQUIRED BY APPLICABLE LAW, THE WORK IS LICENSED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE CONTENTS OR ACCURACY OF THE WORK.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND EXCEPT FOR DAMAGES ARISING FROM LIABILITY TO A THIRD PARTY RESULTING FROM BREACH OF THE WARRANTIES IN SECTION 5, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

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

Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to

stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license.

Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons
Attribution 2.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works.

For the avoidance of doubt, where the work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor waives the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work.

Mechanical Rights and Statutory Royalties. Licensor waives the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions).

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor waives the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

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

4. Restrictions. The license granted in Section 3 above is expressly made subject to and

limited by the following restrictions:

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

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

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons
Attribution 2.5

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other

contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works.

For the avoidance of doubt, where the work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor waives the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work.

Mechanical Rights and Statutory Royalties. Licensor waives the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions).

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor waives the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

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

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the

Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by clause 4(b), as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any credit as required by clause 4(b), as requested.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or parties (e.g. a sponsor institute, publishing entity, journal) for attribution in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

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

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license.

Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons
Attribution 3.0 Unported

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Adaptation" means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and

includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.

"Collection" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.

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

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

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

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

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

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

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

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

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby

grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections;
to create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";
to Distribute and Publicly Perform the Work including as incorporated in Collections;
and,
to Distribute and Publicly Perform Adaptations.
For the avoidance of doubt:

Non-waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;

Waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,

Voluntary License Schemes. The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

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

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

You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(b), as requested. If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and (iv) , consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in

the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4 (b) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

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

5. Representations, Warranties and Disclaimer

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

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

7. Termination

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

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

8. Miscellaneous

Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

If any provision of this License is invalid or unenforceable under applicable law, it

shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

Creative Commons Notice

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of this License.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial 1.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS DRAFT LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

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

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from

any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

By offering the Work for public release under this License, Licensor represents and warrants that, to the best of Licensor's knowledge after reasonable inquiry: Licensor has secured all rights in the Work necessary to grant the license rights hereunder and to permit the lawful exercise of the rights granted hereunder without You having any obligation to pay any royalties, compulsory license fees, residuals or any other payments;

The Work does not infringe the copyright, trademark, publicity rights, common law rights or any other right of any third party or constitute defamation, invasion of privacy or other tortious injury to any third party.

EXCEPT AS EXPRESSLY STATED IN THIS LICENSE OR OTHERWISE AGREED IN WRITING OR REQUIRED BY APPLICABLE LAW, THE WORK IS LICENSED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE CONTENTS OR ACCURACY OF THE WORK.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND EXCEPT FOR DAMAGES ARISING FROM LIABILITY TO A THIRD PARTY RESULTING FROM BREACH OF THE WARRANTIES IN SECTION 5, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

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

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and

conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license.

Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial 2.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be

considered a Derivative Work (as defined below) for the purposes of this License. "Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Sections 4(d) and 4(e).

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private

monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit. For the avoidance of doubt, where the Work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor reserves the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work if that performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

Mechanical Rights and Statutory Royalties. Licensor reserves the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions), if Your distribution of such cover version is primarily intended for or directed toward commercial advantage or private monetary compensation.

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor reserves the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions), if Your public digital performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

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

Subject to the above terms and conditions, the license granted here is perpetual (for

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial 2.5

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Sections 4(d) and 4(e).

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this

License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by clause 4(c), as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any credit as required by clause 4(c), as requested.

You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or parties (e.g. a sponsor institute, publishing entity, journal) for attribution in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

For the avoidance of doubt, where the Work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor reserves the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work if that performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

Mechanical Rights and Statutory Royalties. Licensor reserves the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions), if Your distribution of such cover version is primarily intended for or directed toward commercial advantage or private monetary compensation.

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor reserves the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions), if Your public digital performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

5. Representations, Warranties and Disclaimer

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

6. **Limitation on Liability.** EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL,

CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

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

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial 3.0 Unported

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES.

DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

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

"Collection" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.

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

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

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

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

"You" means an individual or entity exercising rights under this License who has not

previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

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

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

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

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

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

to create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";

to Distribute and Publicly Perform the Work including as incorporated in Collections; and,

to Distribute and Publicly Perform Adaptations.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Section 4(d).

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

You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(c), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(c), as requested. You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or

directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and, (iv) consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4(c) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

For the avoidance of doubt:

Non-waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;

Waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License if Your exercise of such rights is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(b) and otherwise waives the right to collect royalties through any statutory or compulsory licensing scheme; and,

Voluntary License Schemes. The Licensor reserves the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License that is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(c).

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

5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE

ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

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

7. Termination

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

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

8. Miscellaneous

Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

Creative Commons Notice

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly

identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of the License.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial 1.0 CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS DRAFT LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE. License THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE IS PROHIBITED. BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS. 1. Definitions "Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License. "Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. "Licensor" means the individual or entity that offers the Work under the terms of this License. "Original Author" means the individual or entity who created the Work. "Work" means the copyrightable work of authorship offered under the terms of this License. "You" means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation. 2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws. 3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below: to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works; to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works; The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved. 4. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions: You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a

copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works. If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied. Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer By offering the Work for public release under this License, Licensor represents and warrants that, to the best of Licensor's knowledge after reasonable inquiry: Licensor has secured all rights in the Work necessary to grant the license rights hereunder and to permit the lawful exercise of the rights granted hereunder without You having any obligation to pay any royalties, compulsory license fees, residuals or any other payments; The Work does not infringe the copyright, trademark, publicity rights, common law rights or any other right of any third party or constitute defamation, invasion of privacy or other tortious injury to any third party. EXCEPT AS EXPRESSLY STATED IN THIS LICENSE OR OTHERWISE AGREED IN WRITING OR REQUIRED BY APPLICABLE LAW, THE WORK IS LICENSED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE CONTENTS OR ACCURACY OF THE WORK.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND EXCEPT FOR DAMAGES ARISING FROM LIABILITY TO A THIRD PARTY RESULTING FROM BREACH OF THE WARRANTIES IN SECTION 5, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Collective Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable. No term or provision of this License shall be deemed waived and

no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You. Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor. Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. Creative Commons may be contacted at <http://creativecommons.org/>.

Creative Commons

Attribution-NonCommercial-NoDerivs 2.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

"You" means an individual or entity exercising rights under this License who has not

previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats, but otherwise you have no rights to make Derivative Works. All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Sections 4(d) and 4(e).

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested.

You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; and to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work. Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

For the avoidance of doubt, where the Work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor reserves the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g.

webcast) of the Work if that performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

Mechanical Rights and Statutory Royalties. Licensor reserves the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions), if Your distribution of such cover version is primarily intended for or directed toward commercial advantage or private monetary compensation.

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor reserves the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions), if Your public digital performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Collective Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in

connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial-NoDerivs 2.5

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

"You" means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License

despite a previous violation.

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats, but otherwise you have no rights to make Derivative Works. All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Sections 4(d) and 4(e).

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by clause 4(c), as requested.

You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work, You must keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; the title of the Work if supplied; and to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work. Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

For the avoidance of doubt, where the Work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor reserves the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI,

SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work if that performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

Mechanical Rights and Statutory Royalties. Licensor reserves the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions), if Your distribution of such cover version is primarily intended for or directed toward commercial advantage or private monetary compensation.

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor reserves the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions), if Your public digital performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Collective Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial-NoDerivs 3.0 Unported

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

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

"Collection" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.

"Distribute" means to make available to the public the original and copies of the Work through sale or other transfer of ownership.

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

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

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

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

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

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

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

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

to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections; and,
to Distribute and Publicly Perform the Work including as incorporated in Collections. The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats, but otherwise you have no rights to make Adaptations. Subject to 8(f), all rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Section 4(d).

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

You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License

with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(c), as requested. You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If You Distribute, or Publicly Perform the Work or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work. The credit required by this Section 4(c) may be implemented in any reasonable manner; provided, however, that in the case of a Collection, at a minimum such credit will appear, if a credit for all contributing authors of Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

For the avoidance of doubt:

Non-waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;

Waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License if Your exercise of such rights is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(b) and otherwise waives the right to collect royalties through any statutory or compulsory licensing scheme; and,

Voluntary License Schemes. The Licensor reserves the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License that is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(b).

Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Collections from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

Creative Commons Notice

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general,

special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of this License.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial-ShareAlike 1.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS DRAFT LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.
License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive

rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

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

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

You may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of each Derivative Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.

You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of

the Original Author if supplied; the title of the Work if supplied; in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

By offering the Work for public release under this License, Licensor represents and warrants that, to the best of Licensor's knowledge after reasonable inquiry: Licensor has secured all rights in the Work necessary to grant the license rights hereunder and to permit the lawful exercise of the rights granted hereunder without You having any obligation to pay any royalties, compulsory license fees, residuals or any other payments;

The Work does not infringe the copyright, trademark, publicity rights, common law rights or any other right of any third party or constitute defamation, invasion of privacy or other tortious injury to any third party.

EXCEPT AS EXPRESSLY STATED IN THIS LICENSE OR OTHERWISE AGREED IN WRITING OR REQUIRED BY APPLICABLE LAW, THE WORK IS LICENSED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE CONTENTS OR ACCURACY OF THE WORK.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND EXCEPT FOR DAMAGES ARISING FROM LIABILITY TO A THIRD PARTY RESULTING FROM BREACH OF THE WARRANTIES IN SECTION 5, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

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

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be

modified without the mutual written agreement of the Licensor and You. Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial-ShareAlike 2.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

"You" means an individual or entity exercising rights under this License who has not

previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

"License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial, ShareAlike.

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Sections 4(e) and 4(f).

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

You may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, a later version of this License with the same License Elements as this License, or a Creative Commons iCommons license that contains the same License Elements as this License (e.g.

Attribution-NonCommercial-ShareAlike 2.0 Japan). You must include a copy of, or the Uniform Resource Identifier for, this License or other license specified in the previous sentence with every copy or phonorecord of each Derivative Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective

Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.

You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

For the avoidance of doubt, where the Work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor reserves the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work if that performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

Mechanical Rights and Statutory Royalties. Licensor reserves the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions), if Your distribution of such cover version is primarily intended for or directed toward commercial advantage or private monetary compensation.

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor reserves the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions), if Your public digital performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Derivative Works or Collective Works from You under this License, however, will not

have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license.

Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial-ShareAlike 2.5

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC

LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

"License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial, ShareAlike.

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Sections 4(e) and 4(f).

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the

Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by clause 4(d), as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any credit as required by clause 4(d), as requested.

You may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, a later version of this License with the same License Elements as this License, or a Creative Commons iCommons license that contains the same License Elements as this License (e.g.

Attribution-NonCommercial-ShareAlike 2.5 Japan). You must include a copy of, or the Uniform Resource Identifier for, this License or other license specified in the previous sentence with every copy or phonorecord of each Derivative Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.

You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or parties (e.g. a sponsor institute, publishing entity, journal) for attribution in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

For the avoidance of doubt, where the Work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor reserves the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work if that performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

Mechanical Rights and Statutory Royalties. Licensor reserves the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g.

Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions), if Your distribution of such cover version is primarily intended for or directed toward commercial advantage or private monetary compensation.

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor reserves the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions), if Your public digital performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

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

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in

connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NonCommercial-ShareAlike 3.0 Unported

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

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

"Collection" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(g) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.

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

"License Elements" means the following high-level license attributes as selected by

Licensors and indicated in the title of this License: Attribution, Noncommercial, ShareAlike.

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

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

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

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

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

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

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

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

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

to create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";

to Distribute and Publicly Perform the Work including as incorporated in Collections; and,

to Distribute and Publicly Perform Adaptations.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. Subject to

Section 8(f), all rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights described in Section 4(e).

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

You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(d), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(d), as requested. You may Distribute or Publicly Perform an Adaptation only under: (i) the terms of this License; (ii) a later version of this License with the same License Elements as this License; (iii) a Creative Commons jurisdiction license (either this or a later license version) that contains the same License Elements as this License (e.g., Attribution-NonCommercial-ShareAlike 3.0 US) ("Applicable License"). You must include a copy of, or the URI, for Applicable License with every copy of each Adaptation You Distribute or Publicly Perform. You may not offer or impose any terms on the Adaptation that restrict the terms of the Applicable License or the ability of the recipient of the Adaptation to exercise the rights granted to that recipient under the terms of the Applicable License. You must keep intact all notices that refer to the Applicable License and to the disclaimer of warranties with every copy of the Work as included in the Adaptation You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Adaptation, You may not impose any effective technological measures on the Adaptation that restrict the ability of a recipient of the Adaptation from You to exercise the rights granted to that recipient under the terms of the Applicable License. This Section 4(b) applies to the Adaptation as incorporated in a Collection, but this does not require the Collection apart from the Adaptation itself to be made subject to the terms of the Applicable License.

You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and, (iv) consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4(d) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a

credit for all contributing authors of the Adaptation or Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.
For the avoidance of doubt:

Non-waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;

Waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License if Your exercise of such rights is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(c) and otherwise waives the right to collect royalties through any statutory or compulsory licensing scheme; and,

Voluntary License Schemes. The Licensor reserves the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License that is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(c).

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

5. Representations, Warranties and Disclaimer

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

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

7. Termination

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

Subject to the above terms and conditions, the license granted here is perpetual (for

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

8. Miscellaneous

Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

Creative Commons Notice

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of this License.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NoDerivs 1.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS DRAFT LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

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

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

You may distribute, publicly display, publicly perform, or publicly digitally perform

the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied. Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

By offering the Work for public release under this License, Licensor represents and warrants that, to the best of Licensor's knowledge after reasonable inquiry: Licensor has secured all rights in the Work necessary to grant the license rights hereunder and to permit the lawful exercise of the rights granted hereunder without You having any obligation to pay any royalties, compulsory license fees, residuals or any other payments;

The Work does not infringe the copyright, trademark, publicity rights, common law rights or any other right of any third party or constitute defamation, invasion of privacy or other tortious injury to any third party.

EXCEPT AS EXPRESSLY STATED IN THIS LICENSE OR OTHERWISE AGREED IN WRITING OR REQUIRED BY APPLICABLE LAW, THE WORK IS LICENSED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE CONTENTS OR ACCURACY OF THE WORK.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND EXCEPT FOR DAMAGES ARISING FROM LIABILITY TO A THIRD PARTY RESULTING FROM BREACH OF THE WARRANTIES IN SECTION 5, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Collective Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License. If any provision of this License is invalid or unenforceable under applicable law, it

shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NoDerivs 2.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast,

transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works.

For the avoidance of doubt, where the work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor waives the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work.

Mechanical Rights and Statutory Royalties. Licensor waives the exclusive right to collect, whether individually or via a music rights society or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions).

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor waives the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats, but otherwise you have no rights to make Derivative Works. All rights not expressly granted by Licensor are hereby reserved.

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work,

but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; and to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work. Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Collective Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on

any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-NoDerivs 2.5

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;
to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works.

For the avoidance of doubt, where the work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor waives the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work.

Mechanical Rights and Statutory Royalties. Licensor waives the exclusive right to collect, whether individually or via a music rights society or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions).

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor waives the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats, but otherwise you have no rights to make Derivative Works. All rights not expressly granted by Licensor are hereby reserved.

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by clause 4(b), as requested.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or Collective Works, You must keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or parties (e.g. a sponsor institute, publishing entity, journal) for attribution in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; the title of the Work if supplied; and to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work. Such

credit may be implemented in any reasonable manner; provided, however, that in the case of a Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Collective Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made

available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

¶ Back to Commons Deed

Creative Commons

Attribution-NoDerivs 3.0 Unported

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

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

"Collection" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.

"Distribute" means to make available to the public the original and copies of the Work through sale or other transfer of ownership.

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

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

"Work" means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such

as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.

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

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

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

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

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

to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections; and,
to Distribute and Publicly Perform the Work including as incorporated in Collections.
For the avoidance of doubt:

Non-waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;

Waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,

Voluntary License Schemes. The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats, but otherwise you have no rights to make Adaptations. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved.

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

You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License

with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested. If You Distribute, or Publicly Perform the Work or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work. The credit required by this Section 4(b) may be implemented in any reasonable manner; provided, however, that in the case of a Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Collections from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to

stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

Creative Commons Notice

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of this License.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-ShareAlike 1.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES.

DISTRIBUTION OF THIS DRAFT LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

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

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the

Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

You may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of each Derivative Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

By offering the Work for public release under this License, Licensor represents and warrants that, to the best of Licensor's knowledge after reasonable inquiry: Licensor has secured all rights in the Work necessary to grant the license rights hereunder and to permit the lawful exercise of the rights granted hereunder without You having any obligation to pay any royalties, compulsory license fees, residuals or any other payments;

The Work does not infringe the copyright, trademark, publicity rights, common law rights or any other right of any third party or constitute defamation, invasion of privacy or other tortious injury to any third party.

EXCEPT AS EXPRESSLY STATED IN THIS LICENSE OR OTHERWISE AGREED IN WRITING OR REQUIRED BY APPLICABLE LAW, THE WORK IS LICENSED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE CONTENTS OR ACCURACY OF THE WORK.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND EXCEPT FOR DAMAGES ARISING FROM LIABILITY TO A THIRD PARTY RESULTING FROM BREACH OF THE WARRANTIES IN SECTION 5, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

This License and the rights granted hereunder will terminate automatically upon any

breach by You of the terms of this License. Individuals or entities who have received Derivative Works or Collective Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-ShareAlike 2.0

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

"License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, ShareAlike.

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;

to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works.

For the avoidance of doubt, where the work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor waives the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work.

Mechanical Rights and Statutory Royalties. Licensor waives the exclusive right to collect, whether individually or via a music rights society or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions).

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor waives the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

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

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.

You may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, a later version of this License with the same License Elements as this License, or a Creative Commons iCommons license that contains the same License Elements as this License (e.g. Attribution-ShareAlike 2.0 Japan). You must include a copy of, or the Uniform Resource Identifier for, this License or other license specified in the previous sentence with every copy or phonorecord of each Derivative Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.

If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

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

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license.

Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-ShareAlike 2.5

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

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

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

1. Definitions

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

"Licensor" means the individual or entity that offers the Work under the terms of this License.

"Original Author" means the individual or entity who created the Work.

"Work" means the copyrightable work of authorship offered under the terms of this License.

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

"License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, ShareAlike.

2. Fair Use Rights. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

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

to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;
to create and reproduce Derivative Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works.

For the avoidance of doubt, where the work is a musical composition:

Performance Royalties Under Blanket Licenses. Licensor waives the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the public performance or public digital performance (e.g. webcast) of the Work.

Mechanical Rights and Statutory Royalties. Licensor waives the exclusive right to collect, whether individually or via a music rights society or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions).

Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor waives the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

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

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

You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by clause 4(c), as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any credit as required by clause 4(c), as requested.

You may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, a later version of this License with the same License Elements as this License, or a Creative Commons iCommons license that contains the same License Elements as this License (e.g. Attribution-ShareAlike 2.5 Japan). You must include a copy of, or the Uniform Resource Identifier for, this License or other license specified in the previous sentence with every copy or phonorecord of each Derivative Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License. If you distribute, publicly display, publicly perform, or publicly digitally perform

the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or parties (e.g. a sponsor institute, publishing entity, journal) for attribution in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

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

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

8. Miscellaneous

Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with

respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You. Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Creative Commons

Attribution-ShareAlike 3.0 Unported

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.
License

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

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

1. Definitions

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

"Collection" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined below) for the purposes of this

License.

"Creative Commons Compatible License" means a license that is listed at <http://creativecommons.org/compatiblelicenses> that has been approved by Creative Commons as being essentially equivalent to this License, including, at a minimum, because that license: (i) contains terms that have the same purpose, meaning and effect as the License Elements of this License; and, (ii) explicitly permits the relicensing of adaptations of works made available under that license under this License or a Creative Commons jurisdiction license with the same License Elements as this License.

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

"License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, ShareAlike.

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

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

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

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

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

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

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

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

to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections;
to create and Reproduce Adaptations provided that any such Adaptation, including any

translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";

to Distribute and Publicly Perform the Work including as incorporated in Collections; and,

to Distribute and Publicly Perform Adaptations.

For the avoidance of doubt:

Non-waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;

Waivable Compulsory License Schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,

Voluntary License Schemes. The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

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

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

You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(c), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(c), as requested.

You may Distribute or Publicly Perform an Adaptation only under the terms of: (i) this License; (ii) a later version of this License with the same License Elements as this License; (iii) a Creative Commons jurisdiction license (either this or a later license version) that contains the same License Elements as this License (e.g., Attribution-ShareAlike 3.0 US)); (iv) a Creative Commons Compatible License. If you license the Adaptation under one of the licenses mentioned in (iv), you must comply with the terms of that license. If you license the Adaptation under the terms of any of the licenses mentioned in (i), (ii) or (iii) (the "Applicable License"), you must comply with the terms of the Applicable License generally and the following provisions: (I) You must include a copy of, or the URI for, the Applicable License with every copy of each Adaptation You Distribute or Publicly Perform; (II) You may not offer or impose any terms on the Adaptation that restrict the terms of the Applicable License or the ability of the recipient of the Adaptation to exercise the rights granted to that recipient under the terms of the Applicable License; (III) You must keep intact all notices that refer to the Applicable License and to the disclaimer of warranties with every copy of the Work as included in the Adaptation You Distribute or Publicly Perform; (IV) when You Distribute or Publicly Perform the Adaptation, You may not impose any effective technological measures on the Adaptation that restrict the ability

of a recipient of the Adaptation from You to exercise the rights granted to that recipient under the terms of the Applicable License. This Section 4(b) applies to the Adaptation as incorporated in a Collection, but this does not require the Collection apart from the Adaptation itself to be made subject to the terms of the Applicable License.

If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and (iv) , consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4(c) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

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

5. Representations, Warranties and Disclaimer

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

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

7. Termination

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

License.

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

8. Miscellaneous

Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.

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

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

Creative Commons Notice

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of the License.

Creative Commons may be contacted at <http://creativecommons.org/>.

« Back to Commons Deed

Attribution-ShareAlike 4.0 International

Creative Commons Corporation (“Creative Commons”) is not a law firm and does not provide legal services or legal advice. Distribution of Creative Commons public licenses does not create a lawyer-client or other relationship. Creative Commons makes its licenses and related information available on an “as-is” basis. Creative Commons gives no warranties regarding its licenses, any material licensed under their terms and conditions, or any related information. Creative Commons disclaims all liability for damages resulting from their use to the fullest extent possible.

Using Creative Commons Public Licenses

Creative Commons public licenses provide a standard set of terms and conditions that creators and other rights holders may use to share original works of authorship and other material subject to copyright and certain other rights specified in the public license below. The following considerations are for informational purposes only, are not exhaustive, and do not form part of our licenses.

Considerations for licensors: Our public licenses are intended for use by those authorized to give the public permission to use material in ways otherwise restricted by copyright and certain other rights. Our licenses are irrevocable. Licensors should read and understand the terms and conditions of the license they choose before applying it. Licensors should also secure all rights necessary before applying our licenses so that the public can reuse the material as expected. Licensors should clearly mark any material not subject to the license. This includes other CC-licensed material, or material used under an exception or limitation to copyright. More considerations for licensors: wiki.creativecommons.org/Considerations_for_licensors

Considerations for the public: By using one of our public licenses, a licensor grants the public permission to use the licensed material under specified terms and conditions. If the licensor’s permission is not necessary for any reason—for example, because of any applicable exception or limitation to copyright—then that use is not regulated by the license. Our licenses grant only permissions under copyright and certain other rights that a licensor has authority to grant. Use of the licensed material may still be restricted for other reasons, including because others have copyright or other rights in the material. A licensor may make special requests, such as asking that all changes be marked or described. Although not required by our licenses, you are encouraged to respect those requests where reasonable. More considerations for the public: wiki.creativecommons.org/Considerations_for_licensees

Creative Commons Attribution-ShareAlike 4.0 International Public License

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Creative Commons Attribution-ShareAlike 4.0 International Public License (“Public License”). To the extent this Public License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your

acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

Section 1 -- Definitions.

- a. Adapted Material means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor. For purposes of this Public License, where the Licensed Material is a musical work, performance, or sound recording, Adapted Material is always produced where the Licensed Material is synched in timed relation with a moving image.
- b. Adapter's License means the license You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this Public License.
- c. BY-SA Compatible License means a license listed at creativecommons.org/compatiblelicenses, approved by Creative Commons as essentially the equivalent of this Public License.
- d. Copyright and Similar Rights means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section 2(b)(1)-(2) are not Copyright and Similar Rights.
- e. Effective Technological Measures means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- f. Exceptions and Limitations means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- g. License Elements means the license attributes listed in the name of a Creative Commons Public License. The License Elements of this Public License are Attribution and ShareAlike.
- h. Licensed Material means the artistic or literary work, database, or other material to which the Licensor applied this Public License.
- i. Licensed Rights means the rights granted to You subject to the terms and conditions of this Public License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.
- j. Licensor means the individual(s) or entity(ies) granting rights under this Public License.
- k. Share means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material

available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.

- l. Sui Generis Database Rights means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.
- m. You means the individual or entity exercising the Licensed Rights under this Public License. Your has a corresponding meaning.

Section 2 -- Scope.

a. License grant.

1. Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:
 - a. reproduce and Share the Licensed Material, in whole or in part; and
 - b. produce, reproduce, and Share Adapted Material.
2. Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions.
3. Term. The term of this Public License is specified in Section 6(a).
4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section 2(a)(4) never produces Adapted Material.
5. Downstream recipients.
 - a. Offer from the Licensor -- Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.
 - b. Additional offer from the Licensor -- Adapted Material. Every recipient of Adapted Material from You automatically receives an offer from the Licensor to exercise the Licensed Rights in the Adapted Material under the conditions of the Adapter's License You apply.
 - c. No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or

apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.

6. No endorsement. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section 3(a)(1)(A)(i).

b. Other rights.

1. Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
2. Patent and trademark rights are not licensed under this Public License.
3. To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties.

Section 3 -- License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

a. Attribution.

1. If You Share the Licensed Material (including in modified form), You must:
 - a. retain the following if it is supplied by the Licensor with the Licensed Material:
 - i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
 - ii. a copyright notice;
 - iii. a notice that refers to this Public License;
 - iv. a notice that refers to the disclaimer of warranties;
 - v. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
 - b. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and

- c. indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.
2. You may satisfy the conditions in Section 3(a)(1) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.
3. If requested by the Licensor, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.

b. ShareAlike.

In addition to the conditions in Section 3(a), if You Share Adapted Material You produce, the following conditions also apply.

1. The Adapter's License You apply must be a Creative Commons license with the same License Elements, this version or later, or a BY-SA Compatible License.
2. You must include the text of, or the URI or hyperlink to, the Adapter's License You apply. You may satisfy this condition in any reasonable manner based on the medium, means, and context in which You Share Adapted Material.
3. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, Adapted Material that restrict exercise of the rights granted under the Adapter's License You apply.

Section 4 -- Sui Generis Database Rights.

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

- a. for the avoidance of doubt, Section 2(a)(1) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database;
- b. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material, including for purposes of Section 3(b); and
- c. You must comply with the conditions in Section 3(a) if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section 4 supplements and does not replace Your obligations under this Public License where the Licensed Rights include other Copyright and Similar Rights.

Section 5 -- Disclaimer of Warranties and Limitation of Liability.

- a. UNLESS OTHERWISE SEPARATELY UNDERTAKEN BY THE LICENSOR, TO THE EXTENT POSSIBLE, THE LICENSOR OFFERS THE LICENSED MATERIAL AS-IS AND AS-AVAILABLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF

ANY KIND CONCERNING THE LICENSED MATERIAL, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER. THIS INCLUDES, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT KNOWN OR DISCOVERABLE. WHERE DISCLAIMERS OF WARRANTIES ARE NOT ALLOWED IN FULL OR IN PART, THIS DISCLAIMER MAY NOT APPLY TO YOU.

- b. TO THE EXTENT POSSIBLE, IN NO EVENT WILL THE LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER LOSSES, COSTS, EXPENSES, OR DAMAGES ARISING OUT OF THIS PUBLIC LICENSE OR USE OF THE LICENSED MATERIAL, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS, EXPENSES, OR DAMAGES. WHERE A LIMITATION OF LIABILITY IS NOT ALLOWED IN FULL OR IN PART, THIS LIMITATION MAY NOT APPLY TO YOU.
- c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 6 -- Term and Termination.

- a. This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically.
- b. Where Your right to use the Licensed Material has terminated under Section 6(a), it reinstates:
 - 1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
 - 2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section 6(b) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.

- c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Public License.
- d. Sections 1, 5, 6, 7, and 8 survive termination of this Public License.

Section 7 -- Other Terms and Conditions.

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.
- b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Public License.

Section 8 -- Interpretation.

- a. For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.
- b. To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.
- c. No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.
- d. Nothing in this Public License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.

=====

Creative Commons is not a party to its public licenses. Notwithstanding, Creative Commons may elect to apply one of its public licenses to material it publishes and in those instances will be considered the "Licensor." The text of the Creative Commons public licenses is dedicated to the public domain under the CC0 Public Domain Dedication. Except for the limited purpose of indicating that material is shared under a Creative Commons public license or as otherwise permitted by the Creative Commons policies published at creativecommons.org/policies, Creative Commons does not authorize the use of the trademark "Creative Commons" or any other trademark or logo of Creative Commons without its prior written consent including, without limitation, in connection with any unauthorized modifications to any of its public licenses or any other arrangements, understandings, or agreements concerning use of licensed material. For the avoidance of doubt, this paragraph does not form part of the public licenses.

Creative Commons may be contacted at creativecommons.org.

Creative Commons Zero 1.0 Universal (CC0)

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS DOCUMENT DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE USE OF THIS DOCUMENT OR THE INFORMATION OR WORKS PROVIDED HEREUNDER, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM THE USE OF THIS DOCUMENT OR THE INFORMATION OR WORKS PROVIDED HEREUNDER.

Statement of Purpose

The laws of most jurisdictions throughout the world automatically confer exclusive Copyright and Related Rights (defined below) upon the creator and subsequent owner(s) (each and all, an "owner") of an original work of authorship and/or a database (each, a "Work").

Certain owners wish to permanently relinquish those rights to a Work for the purpose of contributing to a commons of creative, cultural and scientific works ("Commons") that the public can reliably and without fear of later claims of infringement build upon, modify, incorporate in other works, reuse and redistribute as freely as possible in any

form whatsoever and for any purposes, including without limitation commercial purposes. These owners may contribute to the Commons to promote the ideal of a free culture and the further production of creative, cultural and scientific works, or to gain reputation or greater distribution for their Work in part through the use and efforts of others.

For these and/or other purposes and motivations, and without any expectation of additional consideration or compensation, the person associating CCO with a Work (the "Affirmer"), to the extent that he or she is an owner of Copyright and Related Rights in the Work, voluntarily elects to apply CCO to the Work and publicly distribute the Work under its terms, with knowledge of his or her Copyright and Related Rights in the Work and the meaning and intended legal effect of CCO on those rights.

1. Copyright and Related Rights. A Work made available under CCO may be protected by copyright and related or neighboring rights ("Copyright and Related Rights"). Copyright and Related Rights include, but are not limited to, the following:

the right to reproduce, adapt, distribute, perform, display, communicate, and translate a Work;

moral rights retained by the original author(s) and/or performer(s);

publicity and privacy rights pertaining to a person's image or likeness depicted in a Work;

rights protecting against unfair competition in regards to a Work, subject to the limitations in paragraph 4(a), below;

rights protecting the extraction, dissemination, use and reuse of data in a Work;

database rights (such as those arising under Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, and under any national implementation thereof, including any amended or successor version of such directive); and

other similar, equivalent or corresponding rights throughout the world based on applicable law or treaty, and any national implementations thereof.

2. Waiver. To the greatest extent permitted by, but not in contravention of, applicable law, Affirmer hereby overtly, fully, permanently, irrevocably and unconditionally waives, abandons, and surrenders all of Affirmer's Copyright and Related Rights and associated claims and causes of action, whether now known or unknown (including existing as well as future claims and causes of action), in the Work (i) in all territories worldwide, (ii) for the maximum duration provided by applicable law or treaty (including future time extensions), (iii) in any current or future medium and for any number of copies, and (iv) for any purpose whatsoever, including without limitation commercial, advertising or promotional purposes (the "Waiver"). Affirmer makes the Waiver for the benefit of each member of the public at large and to the detriment of Affirmer's heirs and successors, fully intending that such Waiver shall not be subject to revocation, rescission, cancellation, termination, or any other legal or equitable action to disrupt the quiet enjoyment of the Work by the public as contemplated by Affirmer's express Statement of Purpose.

3. Public License Fallback. Should any part of the Waiver for any reason be judged legally invalid or ineffective under applicable law, then the Waiver shall be preserved to the maximum extent permitted taking into account Affirmer's express Statement of Purpose. In addition, to the extent the Waiver is so judged Affirmer hereby grants to each affected person a royalty-free, non transferable, non sublicensable, non exclusive, irrevocable and unconditional license to exercise Affirmer's Copyright and Related Rights in the Work (i) in all territories worldwide, (ii) for the maximum duration provided by applicable law or treaty (including future time extensions), (iii) in any current or future medium and for any number of copies, and (iv) for any purpose whatsoever, including without limitation commercial, advertising or promotional purposes (the "License"). The License shall be deemed effective as of the date CCO was applied by Affirmer to the Work. Should any part of the License for any reason be judged legally invalid or ineffective under applicable law, such partial invalidity or ineffectiveness shall not invalidate the remainder of the License, and in such case Affirmer hereby affirms that he or she will not (i) exercise any of his or her remaining Copyright and Related Rights in the Work or (ii) assert any associated claims and causes of action with respect to the Work, in either case contrary to Affirmer's express Statement of Purpose.

4. Limitations and Disclaimers.

No trademark or patent rights held by Affirmer are waived, abandoned, surrendered, licensed or otherwise affected by this document.

Affirmer offers the Work as-is and makes no representations or warranties of any kind concerning the Work, express, implied, statutory or otherwise, including without limitation warranties of title, merchantability, fitness for a particular purpose, non infringement, or the absence of latent or other defects, accuracy, or the present or absence of errors, whether or not discoverable, all to the greatest extent permissible under applicable law.

Affirmer disclaims responsibility for clearing rights of other persons that may apply to the Work or any use thereof, including without limitation any person's Copyright and Related Rights in the Work. Further, Affirmer disclaims responsibility for obtaining any necessary consents, permissions or other rights required for any use of the Work. Affirmer understands and acknowledges that Creative Commons is not a party to this document and has no duty or obligation with respect to this CC0 or use of the Work.

COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL)

Version 1.0

1. Definitions.

1.1. **Contributor** means each individual or entity that creates or contributes to the creation of Modifications.

1.2. **Contributor Version** means the combination of the Original Software, prior Modifications used by a Contributor (if any), and the Modifications made by that particular Contributor.

1.3. **Covered Software** means (a) the Original Software, or (b) Modifications, or (c) the combination of files containing Original Software with files containing Modifications, in each case including portions thereof.

1.4. **Executable** means the Covered Software in any form other than Source Code.

1.5. **Initial Developer** means the individual or entity that first makes Original Software available under this License.

1.6. **Larger Work** means a work which combines Covered Software or portions thereof with code not governed by the terms of this License.

1.7. **License** means this document.

1.8. **Licensable** means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.9. **Modifications** means the Source Code and Executable form of any of the following:

A. Any file that results from an addition to, deletion from or modification of the contents of a file containing Original Software or previous Modifications;

B. Any new file that contains any part of the Original Software or previous Modification; or

C. Any new file that is contributed or otherwise made available under the terms of this License.

1.10. **Original Software** means the Source Code and Executable form of computer software code that is originally released under this License.

1.11. **Patent Claims**; means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.12. **Source Code**; means (a) the common form of computer software code in which modifications are made and (b) associated documentation included in or with such code.

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

2. License Grants.

2.1. The Initial Developer Grant.

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

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer, to use, reproduce, modify, display, perform, sublicense and distribute the Original Software (or portions thereof), with or without Modifications, and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using or selling of Original Software, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Software (or portions thereof).

(c) The licenses granted in Sections 2.1(a) and (b) are effective on the date Initial Developer first distributes or otherwise makes the Original Software available to a third party under the terms of this License.

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

2.2. Contributor Grant.

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

(a) under intellectual property rights (other than patent or trademark) Licensable by Contributor to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof), either on an unmodified basis, with other Modifications, as Covered Software and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: (1) Modifications made by that Contributor (or portions thereof); and (2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

(c) The licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first distributes or otherwise makes the Modifications available to a third

party.

(d) Notwithstanding Section 2.2(b) above, no patent license is granted: (1) for any code that Contributor has deleted from the Contributor Version; (2) for infringements caused by: (i) third party modifications of Contributor Version, or (ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or (3) under Patent Claims infringed by Covered Software in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Availability of Source Code.

Any Covered Software that You distribute or otherwise make available in Executable form must also be made available in Source Code form and that Source Code form must be distributed only under the terms of this License. You must include a copy of this License with every copy of the Source Code form of the Covered Software You distribute or otherwise make available. You must inform recipients of any such Covered Software in Executable form as to how they can obtain such Covered Software in Source Code form in a reasonable manner on or through a medium customarily used for software exchange.

3.2. Modifications.

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

3.3. Required Notices.

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

3.4. Application of Additional Terms.

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

3.5. Distribution of Executable Versions.

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

3.6. Larger Works.

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

4. Versions of the License.

4.1. New Versions.

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

4.2. Effect of New Versions.

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

4.3. Modified Versions.

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

5. DISCLAIMER OF WARRANTY.

COVERED SOFTWARE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED SOFTWARE IS WITH YOU. SHOULD ANY COVERED SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

6. TERMINATION.

6.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

6.2. If You assert a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You assert such claim is referred to as "Participant") alleging that the Participant Software (meaning the Contributor Version where the Participant is a Contributor or the Original Software where the Participant is the Initial Developer) directly or indirectly infringes any patent, then any and all rights granted directly or indirectly to You by such Participant, the Initial Developer (if the Initial Developer is not the Participant) and all Contributors under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively and automatically at the expiration of such 60 day notice period, unless if within such 60 day period You withdraw Your claim with respect to the Participant

Software against such Participant either unilaterally or pursuant to a written agreement with Participant.

6.3. In the event of termination under Sections 6.1 or 6.2 above, all end user licenses that have been validly granted by You or any distributor hereunder prior to termination (excluding licenses granted to You by any distributor) shall survive termination.

7. LIMITATION OF LIABILITY.

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

8. U. S. GOVERNMENT END USERS.

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

9. MISCELLANEOUS.

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

10. RESPONSIBILITY FOR CLAIMS.

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

CONTRAT DE LICENCE DE LOGICIEL LIBRE CeCILL

Avertissement

Ce contrat est une licence de logiciel libre issue d'une concertation entre ses auteurs afin que le respect de deux grands principes pr#233;side #224; sa r#233;daction:

d'une part, sa conformit#233; au droit fran#231;ais, tant au regard du droit de la responsabilit#233; civile que du droit de la propri#233;t#233; intellectuelle et de la protection qu'il offre aux auteurs et titulaires des droits patrimoniaux sur un logiciel.

d'autre part, le respect des principes de diffusion des logiciels libres: acc#232;s au code source, droits #233;tendus conf#233;r#233;s aux utilisateurs. Les auteurs de la licence GeCILL1 sont:

Commissariat #224; l#2019;Energie Atomique #2011; CEA, #233;tablissement public de caract#232;re scientifique technique et industriel, dont le si#232;ge est situ#233; 31-33 rue de la F#233;d#233;ration, 75752 PARIS cedex 15.

Centre National de la Recherche Scientifique #2011; CNRS, #233;tablissement public #224; caract#232;re scientifique et technologique, dont le si#232;ge est situ#233; 3 rue Michel-Ange 75794 Paris cedex 16.

Institut National de Recherche en Informatique et en Automatique #2011; INRIA, #233;tablissement public #224; caract#232;re scientifique et technologique, dont le si#232;ge est situ#233; Domaine de Voluceau, Rocquencourt, BP 105, 78153 Le Chesnay cedex.

PREAMBULE

Ce contrat est une licence de logiciel libre dont l'objectif est de conf#233;rer aux utilisateurs la libert#233; de modification et de redistribution du logiciel r#233;gi par cette licence dans le cadre d'un mod#232;le de diffusion #171;open source#187;.

L'exercice de ces libert#233;s est assorti de certains devoirs #224; la charge des utilisateurs afin de pr#233;server ce statut au cours des redistributions ult#233;rieures.

L#2019;accessibilit#233; au code source et les droits de copie, de modification et de redistribution qui en d#233;coulent ont pour contrepartie de n#2019;offrir aux utilisateurs qu'une garantie limit#233;e et de ne faire peser sur l#2019;auteur du logiciel, le titulaire des droits patrimoniaux et les conc#233;dants successifs qu'une responsabilit#233; restreinte.

A cet #233;gard l#2019;attention de l#2019;utilisateur est attir#233;e sur les risques associ#233;s au chargement, #224; l#2019;utilisation, #224; la modification et/ou au d#233;veloppement et #224; la reproduction du logiciel par l#2019;utilisateur #233;tant donn#233; sa sp#233;cificit#233; de logiciel libre, qui peut le rendre complexe #224; manipuler et qui le r#233;serve donc #224; des d#233;veloppeurs et des professionnels avertis poss#233;dant des connaissances informatiques approfondies. Les utilisateurs sont donc invit#233;s #224; charger et tester l#2019;ad#233;quation du Logiciel #224; leurs besoins dans des conditions permettant d'assurer la s#233;curit#233; de leurs syst#232;mes et ou de leurs donn#233;es et, plus g#233;n#233;ralement, #224; l'utiliser et l'exploiter dans les m#234;me conditions de s#233;curit#233;. Ce contrat peut #234;tre reproduit et diffus#233; librement, sous r#233;serve de le conserver en l#2019;#233;tat, sans ajout ni suppression de clauses.

Ce contrat est susceptible de s#2019;appliquer #224; tout logiciel dont le titulaire des droits patrimoniaux d#233;cide de soumettre l#2019;exploitation aux dispositions qu#2019;il contient.

Article 1er - DEFINITIONS

Dans ce contrat, les termes suivants, lorsqu#2019;ils seront #233;crits avec une

lettre capitale, auront la signification suivante:

Contrat: désigne le présent contrat de licence, ses éventuelles versions postérieures et annexes.

Logiciel: désigne le logiciel sous sa forme de Code Objet et/ou de Code Source et le cas échéant sa documentation, dans leur état au moment de l’acceptation du Contrat par le Licencié.

Logiciel Initial: désigne le Logiciel sous sa forme de Code Source et de Code Objet et le cas échéant sa documentation, dans leur état au moment de leur première diffusion sous les termes du Contrat.

Logiciel Modifié: désigne le Logiciel modifié par au moins une Contribution.

Code Source: désigne l’ensemble des instructions et des lignes de programme du Logiciel et auquel l’accès est nécessaire en vue de modifier le Logiciel.

Code Objet: désigne les fichiers binaires issus de la compilation du Code Source.

Titulaire : désigne le détenteur des droits patrimoniaux d’auteur sur le Logiciel Initial.

Licencié(s): désigne le ou les utilisateur(s) du Logiciel ayant accepté le Contrat.

Contributeur: désigne le Licencié auteur d’au moins une Contribution.

Concédant: désigne le Titulaire ou toute personne physique ou morale distribuant le Logiciel sous le Contrat.

Contributions: désigne l’ensemble des modifications, corrections, traductions, adaptations et/ou nouvelles fonctionnalités intégrées dans le Logiciel par tout Contributeur, ainsi que les Modules Statiques.

Module: désigne un ensemble de fichiers sources y compris leur documentation qui, une fois compilé sous forme exécutable, permet de réaliser des fonctionnalités ou services supplémentaires à ceux fournis par le Logiciel.

Module Dynamique: désigne tout Module, créé par le Contributeur, indépendant du Logiciel, tel que ce Module et le Logiciel sont sous forme de deux exécutables indépendants qui s’exécutent dans un espace d’adressage indépendant, l’un appelant l’autre au moment de leur exécutation.

Module Statique: désigne tout Module créé par le Contributeur et lié au Logiciel par un lien statique rendant leur code objet dépendant l'un de l'autre. Ce Module et le Logiciel auquel il est lié, sont regroupés en un seul exécutable.

Parties: désigne collectivement le Licencié et le Concédant.

Ces termes s’entendent au singulier comme au pluriel.

Article 2 - OBJET

Le Contrat a pour objet la concession par le Concédant au Licencié d’une Licence non exclusive, transférable et mondiale du Logiciel telle que définie ci-après à l'article 5 pour toute la durée de protection des droits portant sur ce Logiciel.

Article 3 – ACCEPTATION

3.1. L'acceptation par le Licencié des termes du Contrat est réputée acquise du fait du premier des faits suivants:

(i) le chargement du Logiciel par tout moyen notamment par téléchargement ; partir d'un serveur distant ou par chargement ; partir d'un support physique;

(ii) le premier exercice par le Licencié de l'un quelconque des droits concédés par le Contrat.

3.2. Un exemplaire du Contrat, contenant notamment un avertissement relatif aux spécificités du Logiciel, la restriction de garantie et la limitation d'un usage par des utilisateurs expérimentés a été mis à disposition du Licencié préalablement à son acceptation telle que finie à l'article 3.1 ci dessus et le Licencié reconnaît en avoir pris connaissance.

Article 4 – ENTREE EN VIGUEUR ET DUREE

4.1. ENTREE EN VIGUEUR

Le Contrat entre en vigueur à la date de son acceptation par le Licencié ; telle que finie en 3.1.

4.2. DUREE

Le Contrat produira ses effets pendant toute la durée légale de protection des droits patrimoniaux portant sur le Logiciel.

Article 5 – ETENDUE DES DROITS CONCEDES

Le Concedant concède au Licencié, qui accepte, les droits suivants sur le Logiciel pour toutes destinations et pour la durée du Contrat dans les conditions ci-après détaillées.

Par ailleurs, le Concedant concède au Licencié ; titre gracieux les droits d'exploitation du ou des brevets qu'il détient sur tout ou partie des inventions implémentées dans le Logiciel.

5.1. DROITS D'UTILISATION

Le Licencié est autorisé ; utiliser le Logiciel, sans restriction quant aux domaines d'application, ; tant ci-après précisés ; que cela comporte:

la reproduction permanente ou provisoire du Logiciel en tout ou partie par tout moyen et sous toute forme.

le chargement, l'affichage, l'exécution, ou le stockage du Logiciel sur tout support.

la possibilité d'en observer, d'en étudier, ou d'en tester le fonctionnement afin de déterminer les idées et principes qui sont ; la base de n'importe quel ;ment de ce Logiciel ; et ceci, lorsque le Licencié effectue toute opération de chargement, d'affichage, d'exécution, de transmission ou de stockage du Logiciel qu'il est en droit d'effectuer en vertu du Contrat.

5.2. DROIT D'APPORTER DES CONTRIBUTIONS

Le droit d'apporter des Contributions comporte le droit de traduire, d'adapter, d'arranger ou d'apporter toute autre modification du Logiciel et le droit de reproduire le Logiciel en résultant.

Le Licencié est autorisé à apporter toute Contribution au Logiciel sous réserve de mentionner, de façon explicite, son nom en tant qu'auteur de cette Contribution et la date de création de celle-ci.

5.3. DROITS DE DISTRIBUTION ET DE DIFFUSION

Le droit de distribution et de diffusion comporte notamment le droit de transmettre et de communiquer le Logiciel au public sur tout support et par tout moyen ainsi que le droit de mettre sur le marché, titre onéreux ou gratuit, un ou des exemplaires du Logiciel par tout procédé.

Le Licencié est autorisé à redistribuer des copies du Logiciel, modifiées ou non, des tiers dans les conditions ci-après détaillées.

5.3.1. REDISTRIBUTION DU LOGICIEL SANS MODIFICATION

Le Licencié est autorisé à redistribuer des copies conformes du Logiciel, sous forme de Code Source ou de Code Objet, condition que cette redistribution respecte les dispositions du Contrat dans leur totalité et soit accompagnée :

un exemplaire du Contrat,

un avertissement relatif à la restriction de garantie et de responsabilité du Concedant telle que prévue aux articles 8 et 9,

et que, dans le cas où seul le Code Objet du Logiciel est redistribué, le Licencié permette aux futurs Licenciés d'accéder facilement au Code Source complet du Logiciel en indiquant les modalités d'accès, tant entendu que le coût additionnel d'acquisition du Code Source ne devra pas excéder le simple coût de transfert des données.

5.3.2. REDISTRIBUTION DU LOGICIEL MODIFIÉ

Lorsque le Licencié apporte une Contribution au Logiciel, les conditions de redistribution du Logiciel Modifié sont alors soumises à l'intégralité des dispositions du Contrat.

Le Licencié est autorisé à redistribuer le Logiciel Modifié, sous forme de Code Source ou de Code Objet, condition que cette redistribution respecte les dispositions du Contrat dans leur totalité et soit accompagnée :

un exemplaire du Contrat,

un avertissement relatif à la restriction de garantie et de responsabilité du Concedant telle que prévue aux articles 8 et 9,

et que, dans le cas où seul le Code Objet du Logiciel Modifié est redistribué, le Licencié permette aux futurs Licenciés d'accéder facilement au Code Source complet du Logiciel Modifié en indiquant les modalités d'accès, tant entendu que le coût additionnel d'acquisition du Code Source ne devra pas excéder le simple coût de transfert des données.

5.3.3. REDISTRIBUTION DES MODULES DYNAMIQUES

Lorsque le Licencié a développé un Module Dynamique les conditions du Contrat ne s'appliquent pas à ce Module Dynamique, qui peut être distribué sous un contrat de licence différent.

5.3.4. COMPATIBILITE AVEC LA LICENCE GPL

Dans le cas où le Logiciel, Modifié ou non, est intégré à un

code soumis aux dispositions de la licence GPL, le Licencié est autorisé à redistribuer l'ensemble sous la licence GPL.

Dans le cas où le Logiciel Modifié intègre un code soumis aux dispositions de la licence GPL, le Licencié est autorisé à redistribuer le Logiciel Modifié sous la licence GPL.

Article 6 – PROPRIETE INTELLECTUELLE

6.1. SUR LE LOGICIEL INITIAL

Le Titulaire est détenteur des droits patrimoniaux sur le Logiciel Initial. Toute utilisation du Logiciel Initial est soumise au respect des conditions dans lesquelles le Titulaire a choisi de diffuser son œuvre et nul autre n'a la faculté de modifier les conditions de diffusion de ce Logiciel Initial.

Le Titulaire s'engage à maintenir la diffusion du Logiciel initial sous les conditions du Contrat et ce, pour la durée visée à l'article 4.2.

6.2. SUR LES CONTRIBUTIONS

Les droits de propriété intellectuelle sur les Contributions sont attachés au titulaire de droits patrimoniaux désigné par la législation applicable.

6.3. SUR LES MODULES DYNAMIQUES

Le Licencié ayant développé un Module Dynamique est titulaire des droits de propriété intellectuelle sur ce Module Dynamique et reste libre du choix du contrat régissant sa diffusion.

6.4. DISPOSITIONS COMMUNES

6.4.1. Le Licencié s'engage expressément :

à ne pas supprimer ou modifier de quelque manière que ce soit les mentions de propriété intellectuelle apposées sur le Logiciel ;

à reproduire à l'identique lesdites mentions de propriété intellectuelle sur les copies du Logiciel.

6.4.2. Le Licencié s'engage à ne pas porter atteinte, directement ou indirectement, aux droits de propriété intellectuelle du Titulaire et/ou des Contributeurs et à prendre, le cas échéant, à l'égard de son personnel toutes les mesures nécessaires pour assurer le respect des dits droits de propriété intellectuelle du Titulaire et/ou des Contributeurs.

Article 7 – SERVICES ASSOCIES

7.1. Le Contrat oblige en aucun cas le Concedant à la réalisation de prestations d'assistance technique ou de maintenance du Logiciel.

Cependant le Concedant reste libre de proposer ce type de services. Les termes et conditions d'une telle assistance technique et/ou d'une telle maintenance seront alors déterminés dans un acte séparé. Ces actes de maintenance et/ou assistance technique engageront que la seule responsabilité du Concedant qui les propose.

7.2. De même, tout Concedant est libre de proposer, sous sa seule responsabilité, à ses licenciés une garantie, qui engagera que lui, lors de la redistribution du Logiciel et/ou du Logiciel Modifié et ce, dans les conditions qu'il souhaite. Cette garantie et les modalités financières de son application feront l'objet d'un acte

s'>par>; entre le Conc>;dant et le Licenci>;.

Article 8 – RESPONSABILITE

8.1. Sous r>;serve des dispositions de l>;article 8.2, si le Conc>;dant n>;ex>;cute pas tout ou partie des obligations mises >; sa charge par le Contrat, le Licenci>; a la facult>;, sous r>;serve de prouver la faute du Conc>;dant concern>;, de solliciter la r>;paration du pr>;juge direct qu>;il subit et dont il apportera la preuve.

8.2. La responsabilit>; du Conc>;dant est limit>;e aux engagements pris en application du Contrat et ne saurait >;tre engag>;e en raison notamment: (i) des dommages dus >; l>;inex>;cution, totale ou partielle, de ses obligations par le Licenci>;, (ii) des dommages directs ou indirects d>;coulant de l>;utilisation ou des performances du Logiciel subis par le Licenci>; lorsqu>;il s>;agit d>;un professionnel utilisant le Logiciel >; des fins professionnelles et (iii) des dommages indirects d>;coulant de l>;utilisation ou des performances du Logiciel. Les Parties conviennent express>;ment que tout pr>;juge financier ou commercial (par exemple perte de donn>;es, perte de b>;n>;fices, perte d>;exploitation, perte de client>;le ou de commandes, manque >; gagner, trouble commercial quelconque) ou toute action dirig>;e contre le Licenci>; par un tiers, constitue un dommage indirect et n>;ouvre pas droit >; r>;paration par le Conc>;dant.

Article 9 – GARANTIE

9.1. Le Licenci>; reconna>;t que l>;>;tat actuel des connaissances scientifiques et techniques au moment de la mise en circulation du Logiciel ne permet pas d>;en tester et d>;en v>;rifier toutes les utilisations ni de d>;tecter l>;existence d>;>;ventuels d>;fauts. L>;attention du Licenci>; a >;t>; attir>;e sur ce point sur les risques associ>;s au chargement, >; l>;utilisation, la modification et/ou au d>;veloppement et >; la reproduction du Logiciel qui sont r>;serv>;s >; des utilisateurs avertis.

Il rel>;ve de la responsabilit>; du Licenci>; de contr>;ler, par tous moyens, l>;ad>;quation du produit >; ses besoins, son bon fonctionnement et de s>;assurer qu>;il ne causera pas de dommages aux personnes et aux biens.

9.2. Le Conc>;dant d>;clare de bonne foi >;tre en droit de conc>;der l'ensemble des droits attach>;s au Logiciel (comprenant notamment les droits vis>;s >; l'article 5).

9.3. Le Licenci>; reconna>;t que le Logiciel est fourni >; l>;>;tat >; par le Conc>;dant sans autre garantie, expresse ou tacite, que celle pr>;vue >; l>;article 9.2 et notamment sans aucune garantie sur sa valeur commerciale, son caract>;re s>;curis>;, innovant ou pertinent.

En particulier, le Conc>;dant ne garantit pas que le Logiciel est exempt d'erreur, qu>;il fonctionnera sans interruption, qu>;il sera compatible avec l>;>;quipement du Licenci>; et sa configuration logicielle ni qu>;il remplira les besoins du Licenci>;.

9.4. Le Conc>;dant ne garantit pas, de mani>;re expresse ou tacite, que le Logiciel ne porte pas atteinte >; un quelconque droit de propri>;t>; intellectuelle d>;un tiers portant sur un brevet, un logiciel ou sur tout autre droit de propri>;t>;. Ainsi, le Conc>;dant exclut toute garantie au profit du Licenci>; contre les actions en contrefa>;on qui pourraient >;tre diligent>;es au titre de l>;utilisation, de la modification, et de la redistribution du Logiciel. N>;moins, si de telles actions sont exerc>;es contre le Licenci>;, le Conc>;dant lui apportera son aide technique et juridique pour sa d>;fense. Cette aide technique et juridique est d>;termin>;e au cas par cas entre le Conc>;dant concern>; et le Licenci>; dans le cadre d>;un protocole d>;accord. Le Conc>;dant

d'usage toute responsabilité quant à l'utilisation de la nomination du Logiciel par le Licencié. Aucune garantie est apportée quant à l'existence de droits antérieurs sur le nom du Logiciel et sur l'existence d'une marque.

Article 10 – RESILIATION

10.1. En cas de manquement par le Licencié aux obligations mises à sa charge par le Contrat, le Licencié pourra résilier de plein droit le Contrat trente (30) jours après notification adressée au Licencié et restera sans effet.

10.2. Le Licencié dont le Contrat est résilié n'est plus autorisé à utiliser, modifier ou distribuer le Logiciel. Cependant, toutes les licences qu'il aura conclues antérieurement à la résiliation du Contrat resteront valides sous réserve qu'elles aient été effectuées en conformité avec le Contrat.

Article 11 – DISPOSITIONS DIVERSES

11.1. CAUSE EXTERIEURE

Aucune des Parties ne sera responsable d'un retard ou d'une défaillance d'exécution du Contrat qui serait dû à un cas de force majeure, un cas fortuit ou une cause extérieure, telle que, notamment, le mauvais fonctionnement ou les interruptions du réseau électrique ou de télécommunication, la paralysie du réseau informatique, une attaque informatique, l'intervention des autorités gouvernementales, les catastrophes naturelles, les séismes, les tremblements de terre, le feu, les explosions, les grèves et les conflits sociaux, l'état de guerre;

11.2. Le fait, par l'une ou l'autre des Parties, d'omettre en une ou plusieurs occasions de se prévaloir d'une ou plusieurs dispositions du Contrat, ne pourra en aucun cas impliquer renonciation par la Partie intéressée à s'en prévaloir ultérieurement.

11.3. Le Contrat annule et remplace toute convention antérieure, écrite ou orale, entre les Parties sur le même objet et constitue l'accord entier entre les Parties sur cet objet. Aucune addition ou modification aux termes du Contrat n'aura d'effet à l'égard des Parties, moins d'être faite par écrit et signée par leurs représentants dûment habilités.

11.4. Dans l'hypothèse où une ou plusieurs des dispositions du Contrat seraient contraires à une loi ou à un texte applicable, existants ou futurs, cette loi ou ce texte prévaudrait, et les Parties feraient les amendements nécessaires pour se conformer à cette loi ou à ce texte. Toutes les autres dispositions resteront en vigueur. De même, la nullité, pour quelque raison que ce soit, d'une des dispositions du Contrat ne saurait entraîner la nullité de l'ensemble du Contrat.

11.5. LANGUE

Le Contrat est rédigé en langue française et en langue anglaise. En cas de divergence d'interprétation, seule la version française fait foi.

Article 12 – NOUVELLES VERSIONS DU CONTRAT

12.1. Toute personne est autorisée à copier et distribuer des copies de ce Contrat.

12.2. Afin d'en préserver la cohérence, le texte du Contrat est protégé et ne peut être modifié que par les auteurs de la licence,

lesquels se r#233;servent le droit de publier p#233;riodiquement des mises #224; jour ou de nouvelles versions du Contrat, qui poss#232;deront chacune un num#233;ro distinct. Ces versions ult#233;rieures seront susceptibles de prendre en compte de nouvelles probl#233;matiques rencontr#233;es par les logiciels libres.

12.3. Tout Logiciel diffus#233; sous une version donn#233;e du Contrat ne pourra faire l'objet d'une diffusion ult#233;rieure que sous la m#234;me version du Contrat ou une version post#233;rieure, sous r#233;serve des dispositions de l'article 5.3.4.

Article 13 – LOI APPLICABLE ET COMPETENCE TERRITORIALE

13.1. Le Contrat est r#233;gi par la loi fran#231;aise. Les Parties conviennent de tenter de r#233;gler #224; l#8217;amiable les diff#233;rends ou litiges qui viendraient #224; se produire par suite ou #224; l#8217;occasion du Contrat.

13.2. A d#233;faut d#8217;accord amiable dans un d#233;lai de deux (2) mois #224; compter de leur survenance et sauf situation relevant d#8217;une proc#233;dure d#8217;urgence, les diff#233;rends ou litiges seront port#233;s par la Partie la plus diligente devant les Tribunaux comp#233;tents de Paris.

1 Ce: CEA, C: CNRS, I: INRIA, LL: Logiciel Libre

Version 1 du 21/06/2004

CONTRAT DE LICENCE DE LOGICIEL LIBRE CeCILL

Avertissement

Ce contrat est une licence de logiciel libre issue d'une concertation entre ses auteurs afin que le respect de deux grands principes pr#233;s#224;side #224; sa r#233;action:

d'une part, le respect des principes de diffusion des logiciels libres: acc#232;s au code source, droits #233;tendus conf#233;r#233;s aux utilisateurs, d'autre part, la d#233;signation d'un droit applicable, le droit fran#231;ais, auquel elle est conforme, tant au regard du droit de la responsabilit#233; civile que du droit de la propri#233;t#233; intellectuelle et de la protection qu'il offre aux auteurs et titulaires des droits patrimoniaux sur un logiciel. Les auteurs de la licence CeCILL1 sont:

Commissariat #224; l'nergie Atomique – CEA, #233;tablissement public de recherche #224; caract#232;re scientifique, technique et industriel, dont le si#232;ge est situ#233; 25 rue Leblanc, immeuble Le Ponant D, 75015 Paris.

Centre National de la Recherche Scientifique – CNRS, #233;tablissement public #224; caract#232;re scientifique et technologique, dont le si#232;ge est situ#233; 3 rue Michel-Ange, 75794 Paris cedex 16.

Institut National de Recherche en Informatique et en Automatique – INRIA, #233;tablissement public #224; caract#232;re scientifique et technologique, dont le si#232;ge est situ#233; Domaine de Voluceau, Rocquencourt, BP 105, 78153 Le Chesnay cedex.

Pr#233;ambule

Ce contrat est une licence de logiciel libre dont l'objectif est de conf#233;rer aux utilisateurs la libert#233; de modification et de redistribution du logiciel r#233;gi par cette licence dans le cadre d'un mod#232;le de diffusion en logiciel libre.

L'exercice de ces libert#233;s est assorti de certains devoirs #224; la charge des utilisateurs afin de pr#233;server ce statut au cours des redistributions ult#233;rieures.

L'accessibilité au code source et les droits de copie, de modification et de redistribution qui en découlent ont pour contrepartie de ne offrir aux utilisateurs qu'une garantie limitée et de ne faire peser sur l'auteur du logiciel, le titulaire des droits patrimoniaux et les concédants successifs qu'une responsabilité restreinte.

A cet égard l'attention de l'utilisateur est attirée sur les risques associés au chargement, à l'utilisation, à la modification et/ou au développement et à la reproduction du logiciel par l'utilisateur tant donné sa spécificité de logiciel libre, qui peut le rendre complexe à manipuler et qui le réserve donc des développeurs ou des professionnels avertis possédant des connaissances informatiques approfondies. Les utilisateurs sont donc invités à charger et tester l'adéquation du logiciel à leurs besoins dans des conditions permettant d'assurer la sécurité de leurs systèmes et/ou de leurs données et, plus généralement, à l'utiliser et l'exploiter dans les mêmes conditions de sécurité. Ce contrat peut être reproduit et diffusé librement, sous réserve de le conserver en l'état, sans ajout ni suppression de clauses.

Ce contrat est susceptible de s'appliquer à tout logiciel dont le titulaire des droits patrimoniaux décide de soumettre l'exploitation aux dispositions qu'il contient.

Article 1 - DEFINITIONS

Dans ce contrat, les termes suivants, lorsqu'ils seront écrits avec une lettre capitale, auront la signification suivante:

Contrat: désigne le présent contrat de licence, ses éventuelles versions postérieures et annexes.

Logiciel: désigne le logiciel sous sa forme de Code Objet et/ou de Code Source et le cas échéant sa documentation, dans leur état au moment de l'acceptation du Contrat par le Licencié.

Logiciel Initial: désigne le Logiciel sous sa forme de Code Source et éventuellement de Code Objet et le cas échéant sa documentation, dans leur état au moment de leur première diffusion sous les termes du Contrat.

Logiciel Modifié: désigne le Logiciel modifié par au moins une Contribution.

Code Source: désigne l'ensemble des instructions et des lignes de programme du Logiciel et auquel l'accès est nécessaire en vue de modifier le Logiciel.

Code Objet: désigne les fichiers binaires issus de la compilation du Code Source.

Titulaire: désigne le ou les détenteurs des droits patrimoniaux d'auteur sur le Logiciel Initial.

Licencié: désigne le ou les utilisateurs du Logiciel ayant accepté le Contrat.

Contributeur: désigne le Licencié auteur d'au moins une Contribution.

Concédant: désigne le Titulaire ou toute personne physique ou morale distribuant le Logiciel sous le Contrat.

Contribution: désigne l'ensemble des modifications, corrections, traductions, adaptations et/ou nouvelles fonctionnalités intégrées dans le Logiciel par tout Contributeur, ainsi que tout Module Interne.

Module: désigne un ensemble de fichiers sources y compris leur documentation qui permet de réaliser des fonctionnalités ou services supplémentaires

à ceux fournis par le Logiciel.

Module Externe: désigne tout Module, non dérivé du Logiciel, tel que ce Module et le Logiciel s'exécutent dans des espaces d'adressage différents, l'un appelant l'autre au moment de leur exécutation.

Module Interne: désigne tout Module lié au Logiciel de telle sorte qu'ils s'exécutent dans le même espace d'adressage.

GNU GPL: désigne la GNU General Public License dans sa version 2 ou toute version ultérieure, telle que publiée par Free Software Foundation Inc.

Parties: désigne collectivement le Licencié et le Concédant.

Ces termes s'entendent au singulier comme au pluriel.

Article 2 - OBJET

Le Contrat a pour objet la concession par le Concédant au Licencié d'une licence non exclusive, cessible et mondiale du Logiciel telle que définie ci-après à l'article 5 pour toute la durée de protection des droits portant sur ce Logiciel.

Article 3 - ACCEPTATION

3.1 L'acceptation par le Licencié des termes du Contrat est réputée acquise du fait du premier des faits suivants:

(i) le chargement du Logiciel par tout moyen notamment par téléchargement à partir d'un serveur distant ou par chargement à partir d'un support physique;

(ii) le premier exercice par le Licencié de l'un quelconque des droits concédés par le Contrat.

3.2 Un exemplaire du Contrat, contenant notamment un avertissement relatif aux spécificités du Logiciel, à la restriction de garantie et à la limitation à un usage par des utilisateurs expérimentés a été mis à disposition du Licencié préalablement à son acceptation telle que définie à l'article 3.1 ci dessus et le Licencié reconnaît en avoir pris connaissance.

Article 4 - ENTREE EN VIGUEUR ET DUREE

4.1 ENTREE EN VIGUEUR

Le Contrat entre en vigueur à la date de son acceptation par le Licencié telle que définie en 3.1.

4.2 DUREE

Le Contrat produira ses effets pendant toute la durée légale de protection des droits patrimoniaux portant sur le Logiciel.

Article 5 - ETENDUE DES DROITS CONCEDES

Le Concédant concède au Licencié, qui accepte, les droits suivants sur le Logiciel pour toutes destinations et pour la durée du Contrat dans les conditions ci-après détaillées.

Par ailleurs, si le Concédant détient ou venait à détenir un ou plusieurs brevets d'invention protégeant tout ou partie des fonctionnalités du Logiciel ou de ses composants, il s'engage à ne pas opposer les éventuels droits conférés par ces brevets aux Licenciés successifs qui utiliseraient, exploiteraient ou modifieraient le Logiciel. En cas de cession de ces brevets, le Concédant s'engage à faire reprendre les obligations du

prévoient également des modalités de cessionnaires.

5.1 DROIT D'UTILISATION

Le Licencié est autorisé à utiliser le Logiciel, sans restriction quant aux domaines d'application, tant qu'il n'est pas contraire à ce qui est prévu dans le Contrat :

la reproduction permanente ou provisoire du Logiciel en tout ou partie par tout moyen et sous toute forme.

le chargement, l'affichage, l'exécution, ou le stockage du Logiciel sur tout support.

la possibilité d'en observer, d'en étudier, ou d'en tester le fonctionnement afin de déterminer les idées et principes qui sont à la base de n'importe quel élément de ce Logiciel; et ceci, lorsque le Licencié effectue toute opération de chargement, d'affichage, d'exécution, de transmission ou de stockage du Logiciel qu'il est en droit d'effectuer en vertu du Contrat.

5.2 DROIT D'APPORTER DES CONTRIBUTIONS

Le droit d'apporter des Contributions comporte le droit de traduire, d'adapter, d'arranger ou d'apporter toute autre modification au Logiciel et le droit de reproduire le logiciel en résultant.

Le Licencié est autorisé à apporter toute Contribution au Logiciel sous réserve de mentionner, de façon explicite, son nom en tant qu'auteur de cette Contribution et la date de création de celle-ci.

5.3 DROIT DE DISTRIBUTION

Le droit de distribution comporte notamment le droit de diffuser, de transmettre et de communiquer le Logiciel au public sur tout support et par tout moyen ainsi que le droit de mettre sur le marché, titre onéreux ou gratuit, un ou des exemplaires du Logiciel par tout procédé.

Le Licencié est autorisé à distribuer des copies du Logiciel, modifiées ou non, à des tiers dans les conditions ci-dessous :

5.3.1 DISTRIBUTION DU LOGICIEL SANS MODIFICATION

Le Licencié est autorisé à distribuer des copies conformes du Logiciel, sous forme de Code Source ou de Code Objet, à condition que cette distribution respecte les dispositions du Contrat dans leur totalité et soit accompagnée :

d'un exemplaire du Contrat,

d'un avertissement relatif à la restriction de garantie et de responsabilité du Concedant telle que prévue aux articles 8 et 9,

et que, dans le cas où seul le Code Objet du Logiciel est redistribué, le Licencié permette aux futurs Licenciés d'accéder facilement au Code Source complet du Logiciel en indiquant les modalités d'accès, tant entendu que le coût additionnel d'acquisition du Code Source ne devra pas excéder le simple coût de transfert des données.

5.3.2 DISTRIBUTION DU LOGICIEL MODIFIÉ

Lorsque le Licencié apporte une Contribution au Logiciel, les conditions de distribution du Logiciel Modifié en résultant sont alors soumises à l'intégralité des dispositions du Contrat.

Le Licencié est autorisé à distribuer le Logiciel Modifié, sous forme de code source ou de code objet, à condition que cette distribution respecte les dispositions du Contrat dans leur totalité et soit accompagnée :

d'un exemplaire du Contrat,

d'un avertissement relatif à la restriction de garantie et de responsabilité du Contractant telle que prévue aux articles 8 et 9,

et que, dans le cas où seul le code objet du Logiciel Modifié est redistribué, le Licencié permette aux futurs Licenciés d'accéder facilement au code source complet du Logiciel Modifié en indiquant les modalités d'accès, tant entendu que le coût additionnel d'acquisition du code source ne devra pas excéder le simple coût de transfert des données.

5.3.3 DISTRIBUTION DES MODULES EXTERNES

Lorsque le Licencié a développé un Module Externe les conditions du Contrat ne s'appliquent pas à ce Module Externe, qui peut être distribué sous un contrat de licence différent.

5.3.4 COMPATIBILITE AVEC LA LICENCE GNU GPL

Le Licencié peut inclure un code soumis aux dispositions d'une des versions de la licence GNU GPL dans le Logiciel modifié ou non et distribuer l'ensemble sous les conditions de la même version de la licence GNU GPL.

Le Licencié peut inclure le Logiciel modifié ou non dans un code soumis aux dispositions d'une des versions de la licence GNU GPL et distribuer l'ensemble sous les conditions de la même version de la licence GNU GPL.

Article 6 – PROPRIETE INTELLECTUELLE

6.1 SUR LE LOGICIEL INITIAL

Le Titulaire est détenteur des droits patrimoniaux sur le Logiciel Initial. Toute utilisation du Logiciel Initial est soumise au respect des conditions dans lesquelles le Titulaire a choisi de diffuser son oeuvre et nul autre n'a la faculté de modifier les conditions de diffusion de ce Logiciel Initial.

Le Titulaire s'engage à ce que le Logiciel Initial reste au moins régi par le Contrat et ce, pour la durée visée à l'article 4.2.

6.2 SUR LES CONTRIBUTIONS

Le Licencié qui a développé une Contribution est titulaire sur celle-ci des droits de propriété intellectuelle dans les conditions définies par la législation applicable.

6.3 SUR LES MODULES EXTERNES

Le Licencié qui a développé un Module Externe est titulaire sur celui-ci des droits de propriété intellectuelle dans les conditions définies par la législation applicable et reste libre du choix du contrat régissant sa diffusion.

6.4 DISPOSITIONS COMMUNES

Le Licencié s'engage expressément :

à ne pas supprimer ou modifier de quelque manière que ce soit les mentions de propriété intellectuelle apposées sur le Logiciel ;

à reproduire à l'identique lesdites mentions de propriété intellectuelle sur les copies du Logiciel modifié ou non.

Le Licencié s'engage à ne pas porter atteinte, directement ou indirectement, aux droits de propriété intellectuelle du Titulaire et/ou des Contributeurs sur le Logiciel et à prendre, le cas échéant, à l'égard de son personnel toutes les mesures nécessaires pour assurer le respect des dits droits de propriété intellectuelle du Titulaire et/ou des Contributeurs.

Article 7 – SERVICES ASSOCIES

7.1 Le Contrat n'oblige en aucun cas le Concédant à la réalisation de prestations d'assistance technique ou de maintenance du Logiciel.

Cependant le Concédant reste libre de proposer ce type de services. Les termes et conditions d'une telle assistance technique et/ou d'une telle maintenance seront alors déterminés dans un acte séparé. Ces actes de maintenance et/ou assistance technique n'engageront que la seule responsabilité du Concédant qui les propose.

7.2 De même, tout Concédant est libre de proposer, sous sa seule responsabilité, à ses licenciés une garantie, qui n'engagera que lui, lors de la redistribution du Logiciel et/ou du Logiciel Modifié et ce, dans les conditions qu'il souhaite. Cette garantie et les modalités financières de son application feront l'objet d'un acte séparé entre le Concédant et le Licencié.

Article 8 – RESPONSABILITE

8.1 Sous réserve des dispositions de l'article 8.2, le Licencié a la faculté, sous réserve de prouver la faute du Concédant concerné, de solliciter la réparation du préjudge direct qu'il subirait du fait du Logiciel et dont il apportera la preuve.

8.2 La responsabilité du Concédant est limitée aux engagements pris en application du Contrat et ne saurait être engagée en raison notamment: (i) des dommages dus à l'inexécution, totale ou partielle, de ses obligations par le Licencié, (ii) des dommages directs ou indirects découlant de l'utilisation ou des performances du Logiciel subis par le Licencié et (iii) plus généralement d'un quelconque dommage indirect. En particulier, les Parties conviennent expressément que tout préjudge financier ou commercial (par exemple perte de données, perte de bénéfices, perte d'exploitation, perte de clientèle ou de commandes, manque à gagner, trouble commercial quelconque) ou toute action dirigée contre le Licencié par un tiers, constitue un dommage indirect et n'ouvre pas droit à réparation par le Concédant.

Article 9 – GARANTIE

9.1 Le Licencié reconnaît que l'état actuel des connaissances scientifiques et techniques au moment de la mise en circulation du Logiciel ne permet pas d'en tester et d'en vérifier toutes les utilisations ni de détecter l'existence d'éventuels défauts. L'attention du Licencié a été attirée sur ce point sur les risques associés au chargement, à l'utilisation, la modification et/ou au développement et à la reproduction du Logiciel qui sont réservés à des utilisateurs avertis.

Il relève de la responsabilité du Licencié de contrôler, par tous moyens, l'adéquation du produit à ses besoins, son bon fonctionnement et de s'assurer qu'il ne causera pas de dommages aux personnes et aux biens.

9.2 Le Concédant déclare de bonne foi être en droit de concéder l'ensemble des droits attachés au Logiciel (comprenant notamment les droits

visés (l'article 5).

9.3 Le Licencié reconnaît que le Logiciel est fourni "en l'état" par le Concedant sans autre garantie, expresse ou tacite, que celle prévue (l'article 9.2 et notamment sans aucune garantie sur sa valeur commerciale, son caractère sécuris, innovant ou pertinent).

En particulier, le Concedant ne garantit pas que le Logiciel est exempt d'erreur, qu'il fonctionnera sans interruption, qu'il sera compatible avec l'équipement du Licencié et sa configuration logicielle ni qu'il remplira les besoins du Licencié.

9.4 Le Concedant ne garantit pas, de manière expresse ou tacite, que le Logiciel ne porte pas atteinte à un quelconque droit de propriété intellectuelle d'un tiers portant sur un brevet, un logiciel ou sur tout autre droit de propriété. Ainsi, le Concedant exclut toute garantie au profit du Licencié contre les actions en contrefaçon qui pourraient être diligentées au titre de l'utilisation, de la modification, et de la redistribution du Logiciel. Néanmoins, si de telles actions sont exercées contre le Licencié, le Concedant lui apportera son aide technique et juridique pour sa défense. Cette aide technique et juridique est terminée au cas par cas entre le Concedant concerné et le Licencié dans le cadre d'un protocole d'accord. Le Concedant dégage toute responsabilité quant à l'utilisation de la nomination du Logiciel par le Licencié. Aucune garantie n'est apportée quant à l'existence de droits antérieurs sur le nom du Logiciel et sur l'existence d'une marque.

Article 10 – RESILIATION

10.1 En cas de manquement par le Licencié aux obligations mises à sa charge par le Contrat, le Concedant pourra résilier de plein droit le Contrat trente (30) jours après notification adressée au Licencié et restera sans effet.

10.2 Le Licencié dont le Contrat est résilié n'est plus autorisé à utiliser, modifier ou distribuer le Logiciel. Cependant, toutes les licences qu'il aura concédées antérieurement à la résiliation du Contrat resteront valides sous réserve qu'elles aient été effectuées en conformité avec le Contrat.

Article 11 – DISPOSITIONS DIVERSES

11.1 CAUSE EXTERIEURE

Aucune des Parties ne sera responsable d'un retard ou d'une défaillance d'exécution du Contrat qui serait dû à un cas de force majeure, un cas fortuit ou une cause extérieure, telle que, notamment, le mauvais fonctionnement ou les interruptions du réseau électrique ou de télécommunication, la paralysie du réseau liée à une attaque informatique, l'intervention des autorités gouvernementales, les catastrophes naturelles, les séismes, les inondations, les tremblements de terre, le feu, les explosions, les grèves et les conflits sociaux, l'état de guerre...

11.2 Le fait, par l'une ou l'autre des Parties, d'omettre en une ou plusieurs occasions de se conformer à une ou plusieurs dispositions du Contrat, ne pourra en aucun cas impliquer renonciation par la Partie intéressée à s'en conformer ultérieurement.

11.3 Le Contrat annule et remplace toute convention antérieure, écrite ou orale, entre les Parties sur le même objet et constitue l'accord entier entre les Parties sur cet objet. Aucune addition ou modification aux termes du Contrat n'aura d'effet à l'égard des Parties à moins d'être faite par écrit et signée par leurs représentants dûment habilités.

11.4 Dans l'hypothèse où une ou plusieurs des dispositions du Contrat s'avèrerait contraire à une loi ou un texte applicable, existants ou futurs, cette loi ou ce texte prévaudrait, et les Parties feraient les amendements nécessaires pour se conformer à cette loi ou ce texte. Toutes les autres dispositions resteront en vigueur. De même, la nullité, pour quelque raison que ce soit, d'une des dispositions du Contrat ne saurait entraîner la nullité de l'ensemble du Contrat.

11.5 LANGUE

Le Contrat est rédigé en langue française et en langue anglaise, ces deux versions faisant également foi.

Article 12 – NOUVELLES VERSIONS DU CONTRAT

12.1 Toute personne est autorisée à copier et distribuer des copies de ce Contrat.

12.2 Afin d'en préserver la cohérence, le texte du Contrat est protégé et ne peut être modifié que par les auteurs de la licence, lesquels se réservent le droit de publier périodiquement des mises à jour ou de nouvelles versions du Contrat, qui posséderont chacune un numéro distinct. Ces versions ultérieures seront susceptibles de prendre en compte de nouvelles problématiques rencontrées par les logiciels libres.

12.3 Tout Logiciel diffusé sous une version donnée du Contrat ne pourra faire l'objet d'une diffusion ultérieure que sous la même version du Contrat ou une version postérieure, sous réserve des dispositions de l'article 5.3.4.

Article 13 – LOI APPLICABLE ET COMPETENCE TERRITORIALE

13.1 Le Contrat est régi par la loi française. Les Parties conviennent de tenter de régler à l'amiable les différends ou litiges qui viendraient à se produire par suite ou à l'occasion du Contrat.

13.2 A défaut d'accord amiable dans un délai de deux (2) mois à compter de leur survenance et sauf situation relevant d'une procédure d'urgence, les différends ou litiges seront portés par la Partie la plus diligente devant les Tribunaux compétents de Paris.

1 CeCILL est pour Ce(a) C(nrs) I(nria) L(ogiciel) L(ibre)

Version 2.0 du 2006-09-05.

CONTRAT DE LICENCE DE LOGICIEL LIBRE CeCILL-B

Avertissement

Ce contrat est une licence de logiciel libre issue d'une concertation entre ses auteurs afin que le respect de deux grands principes prime sa rédaction :

d'une part, le respect des principes de diffusion des logiciels libres : accès au code source, droits étendus conférés aux utilisateurs, d'autre part, la désignation d'un droit applicable, le droit français, auquel elle est conforme, tant au regard du droit de la responsabilité civile que du droit de la propriété intellectuelle et de la protection qu'il offre aux auteurs et titulaires des droits patrimoniaux sur un logiciel. Les auteurs de la licence CeCILL-B1 sont :

Commissariat à l'Énergie Atomique – CEA, établissement public de recherche à caractère scientifique, technique et industriel, dont le siège est situé 25 rue Leblanc, immeuble Le Ponant D, 75015 Paris.

Centre National de la Recherche Scientifique – CNRS, établissement public à caractère scientifique et technologique, dont le siège est situé 3 rue Michel-Ange, 75794 Paris cedex 16.

Institut National de Recherche en Informatique et en Automatique – INRIA, établissement public à caractère scientifique et technologique, dont le siège est situé Domaine de Voluceau, Rocquencourt, BP 105, 78153 Le Chesnay cedex.

Préambule

Ce contrat est une licence de logiciel libre dont l'objectif est de conférer aux utilisateurs une très large liberté de modification et de redistribution du logiciel régi par cette licence.

L'exercice de cette liberté est assorti d'une obligation forte de citation à la charge de ceux qui distribueraient un logiciel incorporant un logiciel régi par la présente licence afin d'assurer que les contributions de tous soient correctement identifiées et reconnues.

L'accessibilité au code source et les droits de copie, de modification et de redistribution qui découlent de ce contrat ont pour contrepartie de n'offrir aux utilisateurs qu'une garantie limitée et de ne faire peser sur l'auteur du logiciel, le titulaire des droits patrimoniaux et les concédants successifs qu'une responsabilité restreinte.

A cet égard l'attention de l'utilisateur est attirée sur les risques associés au chargement, à l'utilisation, à la modification et/ou au développement et à la reproduction du logiciel par l'utilisateur étant donné sa spécificité de logiciel libre, qui peut le rendre complexe à manipuler et qui le réserve donc à des développeurs ou des professionnels avertis possédant des connaissances informatiques approfondies. Les utilisateurs sont donc invités à charger et tester l'adéquation du logiciel à leurs besoins dans des conditions permettant d'assurer la sécurité de leurs systèmes et/ou de leurs données et, plus généralement, à l'utiliser et l'exploiter dans les mêmes conditions de sécurité. Ce contrat peut être reproduit et diffusé librement, sous réserve de le conserver en l'état, sans ajout ni suppression de clauses.

Ce contrat est susceptible de s'appliquer à tout logiciel dont le titulaire des droits patrimoniaux décide de soumettre l'exploitation aux dispositions qu'il contient.

Article 1 – DEFINITIONS

Dans ce contrat, les termes suivants, lorsqu'ils seront écrits avec une lettre capitale, auront la signification suivante:

Contrat: désigne le présent contrat de licence, ses éventuelles versions postérieures et annexes.

Logiciel: désigne le logiciel sous sa forme de Code Objet et/ou de Code Source et le cas échéant sa documentation, dans leur état au moment de l'acceptation du Contrat par le Licencié.

Logiciel Initial: désigne le Logiciel sous sa forme de Code Source et éventuellement de Code Objet et le cas échéant sa documentation, dans leur état au moment de leur première diffusion sous les termes du Contrat.

Logiciel Modifié: désigne le Logiciel modifié par au moins une Contribution.

Code Source: désigne l'ensemble des instructions et des lignes de programme du Logiciel et auquel l'accès est nécessaire en vue de modifier le Logiciel.

Code Objet: d#233;signe les fichiers binaires issus de la compilation du Code Source.

Titulaire: d#233;signe le ou les d#233;tenteurs des droits patrimoniaux d'auteur sur le Logiciel Initial.

Licenci#233;: d#233;signe le ou les utilisateurs du Logiciel ayant accept#233; le Contrat.

Contributeur: d#233;signe le Licenci#233; auteur d'au moins une Contribution.

Conc#233;dant: d#233;signe le Titulaire ou toute personne physique ou morale distribuant le Logiciel sous le Contrat.

Contribution: d#233;signe l'ensemble des modifications, corrections, traductions, adaptations et/ou nouvelles fonctionnalit#233;s int#233;gr#233;es dans le Logiciel par tout Contributeur, ainsi que tout Module Interne.

Module: d#233;signe un ensemble de fichiers sources y compris leur documentation qui permet de r#233;aliser des fonctionnalit#233;s ou services suppl#233;mentaires #224; ceux fournis par le Logiciel.

Module Externe: d#233;signe tout Module, non d#233;riv#233; du Logiciel, tel que ce Module et le Logiciel s'ex#233;cutent dans des espaces d'adressage diff#233;rents, l'un appelant l'autre au moment de leur ex#233;cution.

Module Interne: d#233;signe tout Module li#233; au Logiciel de telle sorte qu'ils s'ex#233;cutent dans le m#234;me espace d'adressage.

Parties: d#233;signe collectivement le Licenci#233; et le Conc#233;dant.

Ces termes s'entendent au singulier comme au pluriel.

Article 2 – OBJET

Le Contrat a pour objet la concession par le Conc#233;dant au Licenci#233; d'une licence non exclusive, cessible et mondiale du Logiciel telle que d#233;finie ci-apr#233;s #224; l'article 5 pour toute la dur#233;e de protection des droits portant sur ce Logiciel.

Article 3 – ACCEPTATION

3.1 L'acceptation par le Licenci#233; des termes du Contrat est r#233;put#233;e acquise du fait du premier des faits suivants:

(i) le chargement du Logiciel par tout moyen notamment par t#233;l#233;chargement #224; partir d'un serveur distant ou par chargement #224; partir d'un support physique;

(ii) le premier exercice par le Licenci#233; de l'un quelconque des droits conc#233;d#233;s par le Contrat.

3.2 Un exemplaire du Contrat, contenant notamment un avertissement relatif aux sp#233;cificit#233;s du Logiciel, #224; la restriction de garantie et #224; la limitation #224; un usage par des utilisateurs exp#233;riment#233;s a #233;t#233; mis #224; disposition du Licenci#233; pr#233;alablement #224; son acceptation telle que d#233;finie #224; l'article 3.1 ci dessus et le Licenci#233; reconna#233;t en avoir pris connaissance.

Article 4 – ENTREE EN VIGUEUR ET DUREE

4.1 ENTREE EN VIGUEUR

Le Contrat entre en vigueur #224; la date de son acceptation par le Licenci#233; telle que d#233;finie en 3.1.

4.2 DUREE

Le Contrat produira ses effets pendant toute la dur e l'obligation de protection des droits patrimoniaux portant sur le Logiciel.

Article 5 – ETENDUE DES DROITS CONCEDES

Le Concedant conc de au Licenci , qui accepte, les droits suivants sur le Logiciel pour toutes destinations et pour la dur e du Contrat dans les conditions ci-apr s d taill es.

Par ailleurs, si le Concedant d tient ou venait   d tenir un ou plusieurs brevets d'invention prot geant tout ou partie des fonctionnalit s du Logiciel ou de ses composants, il s'engage   ne pas opposer les  ventuels droits conf r s par ces brevets aux Licenci s successifs qui utiliseraient, exploiteraient ou modifieraient le Logiciel. En cas de cession de ces brevets, le Concedant s'engage   faire reprendre les obligations du pr sent alinea aux cessionnaires.

5.1 DROIT D'UTILISATION

Le Licenci  est autoris    utiliser le Logiciel, sans restriction quant aux domaines d'application,  tant ci-apr s pr cis  que cela comporte:

la reproduction permanente ou provisoire du Logiciel en tout ou partie par tout moyen et sous toute forme.

le chargement, l'affichage, l'ex cution, ou le stockage du Logiciel sur tout support.

la possibilit  d'en observer, d'en  tudier, ou d'en tester le fonctionnement afin de d terminer les id es et principes qui sont   la base de n'importe quel  l ment de ce Logiciel; et ceci, lorsque le Licenci  effectue toute op ration de chargement, d'affichage, d'ex cution, de transmission ou de stockage du Logiciel qu'il est en droit d'effectuer en vertu du Contrat.

5.2 DROIT D'APPORTER DES CONTRIBUTIONS

Le droit d'apporter des Contributions comporte le droit de traduire, d'adapter, d'arranger ou d'apporter toute autre modification au Logiciel et le droit de reproduire le logiciel en r sultant.

Le Licenci  est autoris    apporter toute Contribution au Logiciel sous r serve de mentionner, de fa on explicite, son nom en tant qu'auteur de cette Contribution et la date de cr ation de celle-ci.

5.3 DROIT DE DISTRIBUTION

Le droit de distribution comporte notamment le droit de diffuser, de transmettre et de communiquer le Logiciel au public sur tout support et par tout moyen ainsi que le droit de mettre sur le march    titre on reux ou gratuit, un ou des exemplaires du Logiciel par tout proc d .

Le Licenci  est autoris    distribuer des copies du Logiciel, modifi  ou non,   des tiers dans les conditions ci-apr s d taill es.

5.3.1 DISTRIBUTION DU LOGICIEL SANS MODIFICATION

Le Licenci  est autoris    distribuer des copies conformes du Logiciel, sous forme de Code Source ou de Code Objet,   condition que cette distribution respecte les dispositions du Contrat dans leur totalit  et soit accompagn e:

d'un exemplaire du Contrat,

d'un avertissement relatif à la restriction de garantie et de responsabilité du Contrat telle que prévue aux articles 8 et 9,

et que, dans le cas où seul le Code Objet du Logiciel est redistribué, le Licencié permette un accès effectif au Code Source complet du Logiciel pendant au moins toute la durée de sa distribution du Logiciel, tant entendu que le coût additionnel d'acquisition du Code Source ne devra pas excéder le simple coût de transfert des données.

5.3.2 DISTRIBUTION DU LOGICIEL MODIFIE

Lorsque le Licencié apporte une Contribution au Logiciel, le Logiciel Modifié peut être distribué sous un contrat de licence autre que le présent Contrat sous réserve du respect des dispositions de l'article 5.3.4.

5.3.3 DISTRIBUTION DES MODULES EXTERNES

Lorsque le Licencié a développé un Module Externe les conditions du Contrat ne s'appliquent pas à ce Module Externe, qui peut être distribué sous un contrat de licence différent.

5.3.4 CITATIONS

Le Licencié qui distribue un Logiciel Modifié s'engage expressément :

à indiquer dans sa documentation qu'il a autorisé et est autorisé à partir du Logiciel régi par le Contrat, en reproduisant les mentions de propriété intellectuelle du Logiciel,

à faire en sorte que l'utilisation du Logiciel, ses mentions de propriété intellectuelle et le fait qu'il est régi par le Contrat soient indiqués dans un texte facilement accessible depuis l'interface du Logiciel Modifié,

à mentionner, sur un site Web librement accessible décrivant le Logiciel Modifié, et pendant au moins toute la durée de sa distribution, qu'il a autorisé et est autorisé à partir du Logiciel régi par le Contrat, en reproduisant les mentions de propriété intellectuelle du Logiciel,

lorsqu'il le distribue à un tiers susceptible de distribuer lui-même un Logiciel Modifié, sans avoir en distribuant le code source, à faire ses meilleurs efforts pour que les obligations du présent article 5.3.4 soient reprises par le dit tiers.

Lorsque le Logiciel modifié ou non est distribué avec un Module Externe qui a été conçu pour l'utiliser, le Licencié doit soumettre le dit Module Externe aux obligations précédentes.

5.3.5 COMPATIBILITE AVEC LES LICENCES CeCILL et CeCILL-C

Lorsqu'un Logiciel Modifié contient une Contribution soumise au contrat de licence CeCILL, les stipulations prévues à l'article 5.3.4 sont facultatives.

Un Logiciel Modifié peut être distribué sous le contrat de licence CeCILL-C. Les stipulations prévues à l'article 5.3.4 sont alors facultatives.

Article 6 – PROPRIETE INTELLECTUELLE

6.1 SUR LE LOGICIEL INITIAL

Le Titulaire est détenteur des droits patrimoniaux sur le Logiciel Initial. Toute

utilisation du Logiciel Initial est soumise au respect des conditions dans lesquelles le Titulaire a choisi de diffuser son oeuvre et nul autre n'a la faculté de modifier les conditions de diffusion de ce Logiciel Initial.

Le Titulaire s'engage ; ce que le Logiciel Initial reste au moins régi par le Contrat et ce, pour la durée visée ; l'article 4.2.

6.2 SUR LES CONTRIBUTIONS

Le Licencié qui a développé une Contribution est titulaire sur celle-ci des droits de propriété intellectuelle dans les conditions définies par la législation applicable.

6.3 SUR LES MODULES EXTERNES

Le Licencié qui a développé un Module Externe est titulaire sur celui-ci des droits de propriété intellectuelle dans les conditions définies par la législation applicable et reste libre du choix du contrat régissant sa diffusion.

6.4 DISPOSITIONS COMMUNES

Le Licencié s'engage expressément :

;- ne pas supprimer ou modifier de quelque manière que ce soit les mentions de propriété intellectuelle apposées sur le Logiciel ;

;- reproduire ; l'identique lesdites mentions de propriété intellectuelle sur les copies du Logiciel modifiées ou non.

Le Licencié s'engage ; ne pas porter atteinte, directement ou indirectement, aux droits de propriété intellectuelle du Titulaire et/ou des Contributeurs sur le Logiciel et ; prendre, le cas échéant, ; l'égard de son personnel toutes les mesures nécessaires pour assurer le respect des dits droits de propriété intellectuelle du Titulaire et/ou des Contributeurs.

Article 7 – SERVICES ASSOCIES

7.1 Le Contrat n'oblige en aucun cas le Concédant ; la réalisation de prestations d'assistance technique ou de maintenance du Logiciel.

Cependant le Concédant reste libre de proposer ce type de services. Les termes et conditions d'une telle assistance technique et/ou d'une telle maintenance seront alors définis dans un acte séparé. Ces actes de maintenance et/ou assistance technique n'engageront que la seule responsabilité du Concédant qui les propose.

7.2 De même, tout Concédant est libre de proposer, sous sa seule responsabilité, ; ses licenciés une garantie, qui n'engagera que lui, lors de la redistribution du Logiciel et/ou du Logiciel Modifié ; et ce, dans les conditions qu'il souhaite. Cette garantie et les modalités financières de son application feront l'objet d'un acte séparé entre le Concédant et le Licencié.

Article 8 – RESPONSABILITE

8.1 Sous réserve des dispositions de l'article 8.2, le Licencié a la faculté, sous réserve de prouver la faute du Concédant concerné, de solliciter la réparation du préjudice direct qu'il subirait du fait du Logiciel et dont il apportera la preuve.

8.2 La responsabilité du Concédant est limitée aux engagements pris en application du Contrat et ne saurait être engagée en raison notamment : (i) des dommages dus ; l'exécution, totale ou partielle, de ses obligations par

le Licencié, (ii) des dommages directs ou indirects découlant de l'utilisation ou des performances du Logiciel subis par le Licencié et (iii) plus généralement d'un quelconque dommage indirect. En particulier, les Parties conviennent expressément que tout préjudice financier ou commercial (par exemple perte de données, perte de bénéfices, perte d'exploitation, perte de clientèle ou de commandes, manque à gagner, trouble commercial quelconque) ou toute action dirigée contre le Licencié par un tiers, constitue un dommage indirect et n'ouvre pas droit de réparation par le Licencié.

Article 9 – GARANTIE

9.1 Le Licencié reconnaît que l'état actuel des connaissances scientifiques et techniques au moment de la mise en circulation du Logiciel ne permet pas d'en tester et d'en vérifier toutes les utilisations ni de détecter l'existence d'éventuels défauts. L'attention du Licencié a été attirée sur ce point sur les risques associés au chargement, à l'utilisation, la modification et/ou au développement et à la reproduction du Logiciel qui sont réservés des utilisateurs avertis.

Il relève de la responsabilité du Licencié de contrôler, par tous moyens, l'adéquation du produit à ses besoins, son bon fonctionnement et de s'assurer qu'il ne causera pas de dommages aux personnes et aux biens.

9.2 Le Licencié déclare de bonne foi être en droit de concéder l'ensemble des droits attachés au Logiciel (comprenant notamment les droits visés à l'article 5).

9.3 Le Licencié reconnaît que le Logiciel est fourni "en l'état" par le Licencié sans autre garantie, expresse ou tacite, que celle prévue à l'article 9.2 et notamment sans aucune garantie sur sa valeur commerciale, son caractère sécuritaire, innovant ou pertinent.

En particulier, le Licencié ne garantit pas que le Logiciel est exempt d'erreur, qu'il fonctionnera sans interruption, qu'il sera compatible avec l'équipement du Licencié et sa configuration logicielle ni qu'il remplira les besoins du Licencié.

9.4 Le Licencié ne garantit pas, de manière expresse ou tacite, que le Logiciel ne porte pas atteinte à un quelconque droit de propriété intellectuelle d'un tiers portant sur un brevet, un logiciel ou sur tout autre droit de propriété. Ainsi, le Licencié exclut toute garantie au profit du Licencié contre les actions en contrefaçon qui pourraient être diligentées au titre de l'utilisation, de la modification, et de la redistribution du Logiciel. Néanmoins, si de telles actions sont exercées contre le Licencié, le Licencié lui apportera son aide technique et juridique pour sa défense. Cette aide technique et juridique est terminée au cas par cas entre le Licencié concerné et le Licencié dans le cadre d'un protocole d'accord. Le Licencié dégage toute responsabilité quant à l'utilisation de la nomination du Logiciel par le Licencié. Aucune garantie n'est apportée quant à l'existence de droits antérieurs sur le nom du Logiciel et sur l'existence d'une marque.

Article 10 – RESILIATION

10.1 En cas de manquement par le Licencié aux obligations mises à sa charge par le Contrat, le Licencié pourra résilier de plein droit le Contrat trente (30) jours après notification adressée au Licencié et restera sans effet.

10.2 Le Licencié dont le Contrat est résilié n'est plus autorisé à utiliser, modifier ou distribuer le Logiciel. Cependant, toutes les licences qu'il aura concédées antérieurement à la résiliation du Contrat resteront valides sous réserve qu'elles aient été

effectués en conformité avec le Contrat.

Article 11 – DISPOSITIONS DIVERSES

11.1 CAUSE EXTERIEURE

Aucune des Parties ne sera responsable d'un retard ou d'une défaillance d'exécution du Contrat qui serait dû à un cas de force majeure, un cas fortuit ou une cause extérieure, telle que, notamment, le mauvais fonctionnement ou les interruptions du réseau électrique ou de télécommunication, la paralysie du réseau informatique & une attaque informatique, l'intervention des autorités gouvernementales, les catastrophes naturelles, les séismes des eaux, les tremblements de terre, le feu, les explosions, les grèves et les conflits sociaux, l'état de guerre...

11.2 Le fait, par l'une ou l'autre des Parties, d'omettre en une ou plusieurs occasions de se prévaloir d'une ou plusieurs dispositions du Contrat, ne pourra en aucun cas impliquer renonciation par la Partie intéressée & s'en prévaloir ultérieurement.

11.3 Le Contrat annule et remplace toute convention antérieure, écrite ou orale, entre les Parties sur le même objet et constitue l'accord entier entre les Parties sur cet objet. Aucune addition ou modification aux termes du Contrat n'aura d'effet & l'égard des Parties & moins d'être faite par écrit et signée par leurs représentants dûment habilités.

11.4 Dans l'hypothèse où une ou plusieurs des dispositions du Contrat s'avèreraient contraire & une loi ou & un texte applicable, existants ou futurs, cette loi ou ce texte prévaudrait, et les Parties feraient les amendements nécessaires pour se conformer & cette loi ou & ce texte. Toutes les autres dispositions resteront en vigueur. De même, la nullité, pour quelque raison que ce soit, d'une des dispositions du Contrat ne saurait entraîner la nullité de l'ensemble du Contrat.

11.5 LANGUE

Le Contrat est rédigé en langue française et en langue anglaise, ces deux versions faisant également foi.

Article 12 – NOUVELLES VERSIONS DU CONTRAT

12.1 Toute personne est autorisée & copier et distribuer des copies de ce Contrat.

12.2 Afin d'en préserver la cohérence, le texte du Contrat est protégé & ne peut être modifié que par les auteurs de la licence, lesquels se réservent le droit de publier périodiquement des mises à jour ou de nouvelles versions du Contrat, qui posséderont chacune un numéro distinct. Ces versions ultérieures seront susceptibles de prendre en compte de nouvelles problématiques rencontrées par les logiciels libres.

12.3 Tout Logiciel diffusé sous une version donnée du Contrat ne pourra faire l'objet d'une diffusion ultérieure que sous la même version du Contrat ou une version postérieure.

Article 13 – LOI APPLICABLE ET COMPETENCE TERRITORIALE

13.1 Le Contrat est régi par la loi française. Les Parties conviennent de tenter de régler & l'amiable les différends ou litiges qui viendraient & se produire par suite ou & l'occasion du Contrat.

13.2 A défaut d'accord amiable dans un délai de deux (2) mois & compter de leur survenance et sauf situation relevant d'une procédure d'urgence, les différends ou litiges seront portés par la Partie la plus diligente devant

les Tribunaux compétents de Paris.

1 CeCILL est pour Ce(a) C(nrs) I(nria) L(ogiciel) L(ibre)

Version 1.0 du 2006-09-05.

CONTRAT DE LICENCE DE LOGICIEL LIBRE CeCILL-C

Avertissement

Ce contrat est une licence de logiciel libre issue d'une concertation entre ses auteurs afin que le respect de deux grands principes pr#233;side #224; sa r#233;action:

d'une part, le respect des principes de diffusion des logiciels libres: acc#232;s au code source, droits #233;tendus conf#233;r#233;s aux utilisateurs, d'autre part, la d#233;signation d'un droit applicable, le droit fran#231;ais, auquel elle est conforme, tant au regard du droit de la responsabilit#233; civile que du droit de la propri#233;t#233; intellectuelle et de la protection qu'il offre aux auteurs et titulaires des droits patrimoniaux sur un logiciel. Les auteurs de la licence CeCILL-C1 sont:

Commissariat #224; l'nergie Atomique - CEA, #233;tablissement public de recherche #224; caract#232;re scientifique, technique et industriel, dont le si#232;ge est situ#233; 25 rue Leblanc, immeuble Le Ponant D, 75015 Paris.

Centre National de la Recherche Scientifique - CNRS, #233;tablissement public #224; caract#232;re scientifique et technologique, dont le si#232;ge est situ#233; 3 rue Michel-Ange, 75794 Paris cedex 16.

Institut National de Recherche en Informatique et en Automatique - INRIA, #233;tablissement public #224; caract#232;re scientifique et technologique, dont le si#232;ge est situ#233; Domaine de Voluceau, Rocquencourt, BP 105, 78153 Le Chesnay cedex.

Pr#233;ambule

Ce contrat est une licence de logiciel libre dont l'objectif est de conf#233;rer aux utilisateurs la libert#233; de modifier et de r#233;utiliser le logiciel r#233;gi par cette licence.

L'exercice de cette libert#233; est assorti d'une obligation de remettre #224; la disposition de la communaut#233; les modifications apport#233;es au code source du logiciel afin de contribuer #224; son #233;volution.

L'accessibilit#233; au code source et les droits de copie, de modification et de redistribution qui d#233;coulent de ce contrat ont pour contrepartie de n'offrir aux utilisateurs qu'une garantie limit#233;e et de ne faire peser sur l'auteur du logiciel, le titulaire des droits patrimoniaux et les conc#233;dants successifs qu'une responsabilit#233; restreinte.

A cet #233;gard l'attention de l'utilisateur est attir#233;e sur les risques associ#233;s au chargement, #224; l'utilisation, #224; la modification et/ou au d#233;veloppement et #224; la reproduction du logiciel par l'utilisateur #233;tant donn#233; sa sp#233;cificit#233; de logiciel libre, qui peut le rendre complexe #224; manipuler et qui le r#233;serve donc #224; des d#233;veloppeurs ou des professionnels avertis poss#233;dant des connaissances informatiques approfondies. Les utilisateurs sont donc invit#233;s #224; charger et tester l'ad#233;quation du logiciel #224; leurs besoins dans des conditions permettant d'assurer la s#233;curit#233; de leurs syst#232;mes et/ou de leurs donn#233;es et, plus g#233;n#233;ralement, #224; l'utiliser et l'exploiter dans les m#234;mes conditions de s#233;curit#233;. Ce contrat peut #233;tre reproduit et diffus#233; librement, sous r#233;serve de le conserver en l'#233;tat, sans ajout ni suppression de clauses.

Ce contrat est susceptible de s'appliquer à tout logiciel dont le titulaire des droits patrimoniaux décide de soumettre l'exploitation aux dispositions qu'il contient.

Article 1 - DEFINITIONS

Dans ce contrat, les termes suivants, lorsqu'ils seront écrits avec une lettre capitale, auront la signification suivante:

Contrat: désigne le présent contrat de licence, ses éventuelles versions postérieures et annexes.

Logiciel: désigne le logiciel sous sa forme de Code Objet et/ou de Code Source et le cas échéant sa documentation, dans leur état au moment de l'acceptation du Contrat par le Licencié.

Logiciel Initial: désigne le Logiciel sous sa forme de Code Source et éventuellement de Code Objet et le cas échéant sa documentation, dans leur état au moment de leur première diffusion sous les termes du Contrat.

Logiciel Modifié: désigne le Logiciel modifié par au moins une Contribution Intégrée.

Code Source: désigne l'ensemble des instructions et des lignes de programme du Logiciel et auquel l'accès est nécessaire en vue de modifier le Logiciel.

Code Objet: désigne les fichiers binaires issus de la compilation du Code Source.

Titulaire: désigne le ou les détenteurs des droits patrimoniaux d'auteur sur le Logiciel Initial.

Licencié: désigne le ou les utilisateurs du Logiciel ayant accepté le Contrat.

Contributeur: désigne le Licencié auteur d'au moins une Contribution Intégrée.

Concédant: désigne le Titulaire ou toute personne physique ou morale distribuant le Logiciel sous le Contrat.

Contribution Intégrée: désigne l'ensemble des modifications, corrections, traductions, adaptations et/ou nouvelles fonctionnalités introduites dans le Code Source par tout Contributeur.

Module Licence: désigne un ensemble de fichiers sources y compris leur documentation qui, sans modification du Code Source, permet de réaliser des fonctionnalités ou services supplémentaires à ceux fournis par le Logiciel.

Logiciel Dérivé: désigne toute combinaison du Logiciel, modifié ou non, et d'un Module Licence.

Parties: désigne collectivement le Licencié et le Concédant.

Ces termes s'entendent au singulier comme au pluriel.

Article 2 - OBJET

Le Contrat a pour objet la concession par le Concédant au Licencié d'une licence non exclusive, cessible et mondiale du Logiciel telle que définie ci-après à l'article 5 pour toute la durée de protection des droits portant sur ce Logiciel.

Article 3 - ACCEPTATION

3.1 L'acceptation par le Licencié des termes du Contrat est réputée acquise du fait du premier des faits suivants:

(i) le chargement du Logiciel par tout moyen notamment par téléchargement partir d'un serveur distant ou par chargement partir d'un support physique;

(ii) le premier exercice par le Licencié de l'un quelconque des droits concédés par le Contrat.

3.2 Un exemplaire du Contrat, contenant notamment un avertissement relatif aux spécificités du Logiciel, la restriction de garantie et la limitation d'un usage par des utilisateurs expérimentés a été mis à disposition du Licencié préalablement à son acceptation telle que définie à l'article 3.1 ci dessus et le Licencié reconnaît en avoir pris connaissance.

Article 4 – ENTREE EN VIGUEUR ET DUREE

4.1 ENTREE EN VIGUEUR

Le Contrat entre en vigueur à la date de son acceptation par le Licencié telle que définie en 3.1.

4.2 DUREE

Le Contrat produira ses effets pendant toute la durée légale de protection des droits patrimoniaux portant sur le Logiciel.

Article 5 – ETENDUE DES DROITS CONCEDES

Le Concedant concède au Licencié, qui accepte, les droits suivants sur le Logiciel pour toutes destinations et pour la durée du Contrat dans les conditions ci-après détaillées.

Par ailleurs, si le Concedant détient ou venait à déttenir un ou plusieurs brevets d'invention protégeant tout ou partie des fonctionnalités du Logiciel ou de ses composants, il s'engage à ne pas opposer les éventuels droits conférés par ces brevets aux Licenciés successifs qui utiliseraient, exploiteraient ou modifieraient le Logiciel. En cas de cession de ces brevets, le Concedant s'engage à faire reprendre les obligations du présent alinéa aux cessionnaires.

5.1 DROIT D'UTILISATION

Le Licencié est autorisé à utiliser le Logiciel, sans restriction quant aux domaines d'application, à tant ci-après précisés que cela comporte:

la reproduction permanente ou provisoire du Logiciel en tout ou partie par tout moyen et sous toute forme.

le chargement, l'affichage, l'exécution, ou le stockage du Logiciel sur tout support.

la possibilité d'en observer, d'en étudier, ou d'en tester le fonctionnement afin de déterminer les idées et principes qui sont à la base de n'importe quel élément de ce Logiciel; et ceci, lorsque le Licencié effectue toute opération de chargement, d'affichage, d'exécution, de transmission ou de stockage du Logiciel qu'il est en droit d'effectuer en vertu du Contrat.

5.2 DROIT DE MODIFICATION

Le droit de modification comporte le droit de traduire, d'adapter, d'arranger ou

d'apporter toute autre modification au Logiciel et le droit de reproduire le logiciel en résultant. Il comprend en particulier le droit de créer un Logiciel Derivé.

Le Licencié est autorisé à apporter toute modification au Logiciel sous réserve de mentionner, de façon explicite, son nom en tant qu'auteur de cette modification et la date de création de celle-ci.

5.3 DROIT DE DISTRIBUTION

Le droit de distribution comporte notamment le droit de diffuser, de transmettre et de communiquer le Logiciel au public sur tout support et par tout moyen ainsi que le droit de mettre sur le marché, titre onéreux ou gratuit, un ou des exemplaires du Logiciel par tout procédé.

Le Licencié est autorisé à distribuer des copies du Logiciel, modifiées ou non, des tiers dans les conditions ci-après détaillées.

5.3.1 DISTRIBUTION DU LOGICIEL SANS MODIFICATION

Le Licencié est autorisé à distribuer des copies conformes du Logiciel, sous forme de Code Source ou de Code Objet, condition que cette distribution respecte les dispositions du Contrat dans leur totalité et soit accompagnée :

d'un exemplaire du Contrat,

d'un avertissement relatif à la restriction de garantie et de responsabilité du Concedant telle que prévue aux articles 8 et 9,

et que, dans le cas où seul le Code Objet du Logiciel est redistribué, le Licencié permette un accès effectif au Code Source complet du Logiciel pendant au moins toute la durée de sa distribution du Logiciel, tant entendu que le coût additionnel d'acquisition du Code Source ne devra pas excéder le simple coût de transfert des données.

5.3.2 DISTRIBUTION DU LOGICIEL MODIFIE

Lorsque le Licencié apporte une Contribution Intégrée au Logiciel, les conditions de distribution du Logiciel Modifié en résultant sont alors soumises à l'intégralité des dispositions du Contrat.

Le Licencié est autorisé à distribuer le Logiciel Modifié sous forme de code source ou de code objet, condition que cette distribution respecte les dispositions du Contrat dans leur totalité et soit accompagnée :

d'un exemplaire du Contrat,

d'un avertissement relatif à la restriction de garantie et de responsabilité du Concedant telle que prévue aux articles 8 et 9,

et que, dans le cas où seul le code objet du Logiciel Modifié est redistribué, le Licencié permette un accès effectif à son code source complet pendant au moins toute la durée de sa distribution du Logiciel Modifié, tant entendu que le coût additionnel d'acquisition du code source ne devra pas excéder le simple coût de transfert des données.

5.3.3 DISTRIBUTION DU LOGICIEL DERIVE

Lorsque le Licencié crée un Logiciel Derivé, ce Logiciel Derivé peut être distribué sous un contrat de licence autre que le présent Contrat condition de respecter les obligations de mention des droits sur le Logiciel telles que définies à l'article 6.4. Dans le cas où la création du Logiciel Derivé a nécessité une

modification du Code Source le Licencié s'engage ; ce que :

le Logiciel Modifié correspondant ; cette modification soit régi par le présent Contrat,
les Contributions Intégrées dont le Logiciel Modifié résulte soient clairement identifiées et documentées,
le Licencié permette un accès effectif au code source du Logiciel Modifié, pendant au moins toute la durée de la distribution du Logiciel Distribué, de telle sorte que ces modifications puissent être reprises dans une version ultérieure du Logiciel, tant entendu que le coût additionnel d'acquisition du code source du Logiciel Modifié ne devra pas excéder le simple coût du transfert des données.
5.3.4 COMPATIBILITE AVEC LA LICENCE CeCILL

Lorsqu'un Logiciel Modifié contient une Contribution Intégrée soumise au contrat de licence CeCILL, ou lorsqu'un Logiciel Distribué contient un Module Lié soumis au contrat de licence CeCILL, les stipulations prévues au troisième item de l'article 6.4 sont facultatives.

Article 6 – PROPRIETE INTELLECTUELLE

6.1 SUR LE LOGICIEL INITIAL

Le Titulaire est détenteur des droits patrimoniaux sur le Logiciel Initial. Toute utilisation du Logiciel Initial est soumise au respect des conditions dans lesquelles le Titulaire a choisi de diffuser son oeuvre et nul autre n'a la faculté de modifier les conditions de diffusion de ce Logiciel Initial.

Le Titulaire s'engage ; ce que le Logiciel Initial reste au moins régi par le Contrat et ce, pour la durée visée ; l'article 4.2.

6.2 SUR LES CONTRIBUTIONS INTEGREES

Le Licencié qui a développé une Contribution Intégrée est titulaire sur celle-ci des droits de propriété intellectuelle dans les conditions définies par la législation applicable.

6.3 SUR LES MODULES LIES

Le Licencié qui a développé un Module Lié est titulaire sur celui-ci des droits de propriété intellectuelle dans les conditions définies par la législation applicable et reste libre du choix du contrat régissant sa diffusion dans les conditions ; l'article 5.3.3.

6.4 MENTIONS DES DROITS

Le Licencié s'engage expressément :

ne pas supprimer ou modifier de quelque manière que ce soit les mentions de propriété intellectuelle apposées sur le Logiciel ;

reproduire ; l'identique lesdites mentions de propriété intellectuelle sur les copies du Logiciel modifié ; ou non ;

faire en sorte que l'utilisation du Logiciel, ses mentions de propriété intellectuelle et le fait qu'il est régi par le Contrat soient indiqués dans un texte facilement accessible notamment depuis l'interface de tout Logiciel Distribué ;

Le Licencié s'engage ; ne pas porter atteinte, directement ou indirectement, aux droits de propriété intellectuelle du Titulaire et/ou des Contributeurs sur le Logiciel et ; prendre, le cas échéant, ; l'égard de son personnel toutes les mesures nécessaires pour assurer le respect des dits droits de propriété intellectuelle du Titulaire et/ou des Contributeurs.

Article 7 – SERVICES ASSOCIES

7.1 Le Contrat n'oblige en aucun cas le Concedant la réalisation de prestations d'assistance technique ou de maintenance du Logiciel.

Cependant le Concedant reste libre de proposer ce type de services. Les termes et conditions d'une telle assistance technique et/ou d'une telle maintenance seront alors déterminés dans un acte séparé. Ces actes de maintenance et/ou assistance technique n'engageront que la seule responsabilité du Concedant qui les propose.

7.2 De même, tout Concedant est libre de proposer, sous sa seule responsabilité, ses licences une garantie, qui n'engagera que lui, lors de la redistribution du Logiciel et/ou du Logiciel Modifié et ce, dans les conditions qu'il souhaite. Cette garantie et les modalités financières de son application feront l'objet d'un acte séparé entre le Concedant et le Licencié.

Article 8 – RESPONSABILITE

8.1 Sous réserve des dispositions de l'article 8.2, le Licencié a la faculté, sous réserve de prouver la faute du Concedant concerné, de solliciter la réparation du préjudice direct qu'il subirait du fait du Logiciel et dont il apportera la preuve.

8.2 La responsabilité du Concedant est limitée aux engagements pris en application du Contrat et ne saurait être engagée en raison notamment: (i) des dommages dus à l'inexécution, totale ou partielle, de ses obligations par le Licencié, (ii) des dommages directs ou indirects découlant de l'utilisation ou des performances du Logiciel subis par le Licencié et (iii) plus généralement d'un quelconque dommage indirect. En particulier, les Parties conviennent expressément que tout préjudice financier ou commercial (par exemple perte de données, perte de bénéfices, perte d'exploitation, perte de clientèle ou de commandes, manque à gagner, trouble commercial quelconque) ou toute action dirigée contre le Licencié par un tiers, constitue un dommage indirect et n'ouvre pas droit à réparation par le Concedant.

Article 9 – GARANTIE

9.1 Le Licencié reconnaît que l'état actuel des connaissances scientifiques et techniques au moment de la mise en circulation du Logiciel ne permet pas d'en tester et d'en vérifier toutes les utilisations ni de détecter l'existence d'éventuels défauts. L'attention du Licencié a été attirée sur ce point sur les risques associés au chargement, à l'utilisation, la modification et/ou au développement et à la reproduction du Logiciel qui sont réservés des utilisateurs avertis.

Il relève de la responsabilité du Licencié de contrôler, par tous moyens, l'adéquation du produit à ses besoins, son bon fonctionnement et de s'assurer qu'il ne causera pas de dommages aux personnes et aux biens.

9.2 Le Concedant déclare de bonne foi être en droit de concéder l'ensemble des droits attachés au Logiciel (comprenant notamment les droits visés à l'article 5).

9.3 Le Licencié reconnaît que le Logiciel est fourni "en l'état" par le Concedant sans autre garantie, expresse ou tacite, que celle prévue à l'article 9.2 et notamment sans aucune garantie sur sa valeur commerciale, son caractère sécurisé, innovant ou pertinent.

En particulier, le Concedant ne garantit pas que le Logiciel est exempt d'erreur, qu'il fonctionnera sans interruption, qu'il sera compatible avec l'équipement du Licencié et sa configuration logicielle ni qu'il remplira les besoins du

Licencié :

9.4 Le Concedant ne garantit pas, de manière expresse ou tacite, que le Logiciel ne porte pas atteinte à un quelconque droit de propriété intellectuelle d'un tiers portant sur un brevet, un logiciel ou sur tout autre droit de propriété. Ainsi, le Concedant exclut toute garantie au profit du Licencié contre les actions en contrefaçon qui pourraient être diligentées au titre de l'utilisation, de la modification, et de la redistribution du Logiciel. Néanmoins, si de telles actions sont exercées contre le Licencié, le Concedant lui apportera son aide technique et juridique pour sa défense. Cette aide technique et juridique est déterminée au cas par cas entre le Concedant concerné et le Licencié dans le cadre d'un protocole d'accord. Le Concedant dégage toute responsabilité quant à l'utilisation de la nomination du Logiciel par le Licencié. Aucune garantie n'est apportée quant à l'existence de droits antérieurs sur le nom du Logiciel et sur l'existence d'une marque.

Article 10 – RESILIATION

10.1 En cas de manquement par le Licencié aux obligations mises à sa charge par le Contrat, le Concedant pourra résilier de plein droit le Contrat trente (30) jours après notification adressée au Licencié et restera sans effet.

10.2 Le Licencié dont le Contrat est résilié n'est plus autorisé à utiliser, modifier ou distribuer le Logiciel. Cependant, toutes les licences qu'il aura concédées antérieurement à la résiliation du Contrat resteront valides sous réserve qu'elles aient été effectuées en conformité avec le Contrat.

Article 11 – DISPOSITIONS DIVERSES

11.1 CAUSE EXTERIEURE

Aucune des Parties ne sera responsable d'un retard ou d'une défaillance d'exécution du Contrat qui serait dû à un cas de force majeure, un cas fortuit ou une cause extérieure, telle que, notamment, le mauvais fonctionnement ou les interruptions du réseau électrique ou de télécommunication, la paralysie du réseau informatique ou une attaque informatique, l'intervention des autorités gouvernementales, les catastrophes naturelles, les séismes, les inondations, les éruptions volcaniques, les incendies, les explosions, les grèves et les conflits sociaux, l'état de guerre...

11.2 Le fait, par l'une ou l'autre des Parties, d'omettre en une ou plusieurs occasions de se conformer à une ou plusieurs dispositions du Contrat, ne pourra en aucun cas impliquer renonciation par la Partie intéressée à s'en prévaloir ultérieurement.

11.3 Le Contrat annule et remplace toute convention antérieure, écrite ou orale, entre les Parties sur le même objet et constitue l'accord entier entre les Parties sur cet objet. Aucune addition ou modification aux termes du Contrat n'aura d'effet à l'égard des Parties, moins d'être faite par écrit et signée par leurs représentants dûment habilités.

11.4 Dans l'hypothèse où une ou plusieurs des dispositions du Contrat s'avèreraient contraire à une loi ou à un texte applicable, existants ou futurs, cette loi ou ce texte prévaudrait, et les Parties feraient les amendements nécessaires pour se conformer à cette loi ou à ce texte. Toutes les autres dispositions resteront en vigueur. De même, la nullité, pour quelque raison que ce soit, d'une des dispositions du Contrat ne saurait entraîner la nullité de l'ensemble du Contrat.

11.5 LANGUE

Le Contrat est rédigé en langue française et en langue anglaise, ces deux versions faisant également foi.

Article 12 – NOUVELLES VERSIONS DU CONTRAT

12.1 Toute personne est autorisée à copier et distribuer des copies de ce Contrat.

12.2 Afin d'en préserver la cohérence, le texte du Contrat est protégé et ne peut être modifié que par les auteurs de la licence, lesquels se réservent le droit de publier périodiquement des mises à jour ou de nouvelles versions du Contrat, qui posséderont chacune un numéro distinct. Ces versions ultérieures seront susceptibles de prendre en compte de nouvelles problématiques rencontrées par les logiciels libres.

12.3 Tout Logiciel diffusé sous une version donnée du Contrat ne pourra faire l'objet d'une diffusion ultérieure que sous la même version du Contrat ou une version postérieure.

Article 13 – LOI APPLICABLE ET COMPETENCE TERRITORIALE

13.1 Le Contrat est régi par la loi française. Les Parties conviennent de tenter de régler à l'amiable les différends ou litiges qui viendraient à se produire par suite ou à l'occasion du Contrat.

13.2 A défaut d'accord amiable dans un délai de deux (2) mois à compter de leur survenance et sauf situation relevant d'une procédure d'urgence, les différends ou litiges seront portés par la Partie la plus diligente devant les Tribunaux compétents de Paris.

1 Ce CILL est pour Ce(a) C(nrs) I(nria) L(ogiciel) L(ibre)

Version 1.0 du 2006-09-05.

Common Public Attribution License Version 1.0 (CPAL)

1. Definitions;

1.0.1 Commercial Use: means distribution or otherwise making the Covered Code available to a third party.

1.1 Contributor: means each entity that creates or contributes to the creation of Modifications.

1.2 Contributor Version: means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3 Covered Code: means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4 Electronic Distribution Mechanism: means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5 Executable: means Covered Code in any form other than Source Code.

1.6 Initial Developer: means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7 Larger Work: means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8 License: means this document.

1.8.1 Licensable: means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

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

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

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10 **Original Code**; means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1 **Patent Claims**; means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11 **Source Code**; means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

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

2. Source Code License.

2.1 The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

(b) under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

(c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

(d) Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2 Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

(a) under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

(c) the licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

(d) Notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1 Application of License.

The Modifications which You create or to which You contribute are governed by the terms

of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2 Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3 Description of Modifications.

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

3.4 Intellectual Property Matters

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5 Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6 Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section

3.1–3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer, Original Developer or any Contributor. You hereby agree to indemnify the Initial Developer, Original Developer and every Contributor for any liability incurred by the Initial Developer, Original Developer or such Contributor as a result of any such terms You offer.

3.7 Larger Works.

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

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1 New Versions.

Socialtext, Inc. (Socialtext;) may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2 Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Socialtext. No one other than Socialtext has the right to modify the terms applicable to Covered Code created under this License.

6.3 Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases Socialtext;, CPAL; or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the CPAL. (Filling in the name of the Initial Developer, Original Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN AS IS BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER, ORIGINAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1 This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2 If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer, Original Developer or a Contributor (the Initial Developer, Original Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3 If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4 In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. LIMITATION OF LIABILITY.

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

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of

California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

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

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as Multiple-Licensed. Multiple-Licensed means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the CPAL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

14. ADDITIONAL TERM: ATTRIBUTION

(a) As a modest attribution to the organizer of the development of the Original Code (“Original Developer”), in the hope that its promotional value may help justify the time, money and effort invested in writing the Original Code, the Original Developer may include in Exhibit B (“Attribution Information”) a requirement that each time an Executable and Source Code or a Larger Work is launched or initially run (which includes initiating a session), a prominent display of the Original Developer's Attribution Information (as defined below) must occur on the graphic user interface employed by the end user to access such Covered Code (which may include display on a splash screen), if any. The size of the graphic image should be consistent with the size of the other elements of the Attribution Information. If the access by the end user to the Executable and Source Code does not create a graphic user interface for access to the Covered Code, this obligation shall not apply. If the Original Code displays such Attribution Information in a particular form (such as in the form of a splash screen, notice at login, an “about” display, or dedicated attribution area on user interface screens), continued use of such form for that Attribution Information is one way of meeting this requirement for notice.

(b) Attribution information may only include a copyright notice, a brief phrase, graphic image and a URL (“Attribution Information”) and is subject to the Attribution Limits as defined below. For these purposes, prominent shall mean display for sufficient duration to give reasonable notice to the user of the identity of the Original Developer and that if You include Attribution Information or similar information for other parties, You must ensure that the Attribution Information for the Original Developer shall be no less prominent than such Attribution Information or similar information for the other party. For greater certainty, the Original Developer may choose to specify in Exhibit B below that the above attribution requirement only applies to an Executable and Source Code resulting from the Original Code or any Modification, but not a Larger Work. The intent is to provide for reasonably modest attribution, therefore the Original Developer cannot require that You display, at any time, more than the following information as Attribution Information: (a) a copyright notice including the name of the Original Developer; (b) a word or one phrase (not exceeding 10 words); (c) one graphic image provided by the Original Developer; and (d) a URL (collectively, the “Attribution Limits”).

(c) If Exhibit B does not include any Attribution Information, then there are no requirements for You to display any Attribution Information of the Original Developer.

(d) You acknowledge that all trademarks, service marks and/or trade names contained within the Attribution Information distributed with the Covered Code are the exclusive property of their owners and may only be used with the permission of their owners, or under circumstances otherwise permitted by law or as expressly set out in this License.

15. ADDITIONAL TERM: NETWORK USE.

The term “External Deployment” means the use, distribution, or communication of the Original Code or Modifications in any way such that the Original Code or Modifications may be used by anyone other than You, whether those works are distributed or communicated to those persons or made available as an application intended for use over a network. As an express condition for the grants of license hereunder, You must treat any External Deployment by You of the Original Code or

Modifications as a distribution under section 3.1 and make Source Code available under Section 3.2.

EXHIBIT A. Common Public Attribution License Version 1.0.
The contents of this file are subject to the Common Public Attribution License Version 1.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at _____. The License is based on the Mozilla Public License Version 1.1 but Sections 14 and 15 have been added to cover use of software over a computer network and provide for limited attribution for the Original Developer. In addition, Exhibit A has been modified to be consistent with Exhibit B.

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is _____.

The Original Developer is not the Initial Developer and is _____. If left blank, the Original Developer is the Initial Developer.

The Initial Developer of the Original Code is _____. All portions of the code written by _____ are Copyright (c) _____. All Rights Reserved.

Contributor _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "_____ License"), in which case the provisions of "_____ License" are applicable instead of those above.

If you wish to allow use of your version of this file only under the terms of the "_____ License" and not to allow others to use your version of this file under the CPAL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the "_____ License". If you do not delete the provisions above, a recipient may use your version of this file under either the CPAL or the "_____ License".

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

EXHIBIT B. Attribution Information

Attribution Copyright Notice: _____

Attribution Phrase (not exceeding 10 words): _____

Attribution URL: _____

Graphic Image as provided in the Covered Code, if any.

Display of Attribution Information is [required/not required] in Larger Works which are defined in the CPAL as a work which combines Covered Code or portions thereof with code not governed by the terms of the CPAL.

Common Public License Version 1.0

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

1. DEFINITIONS

"Contribution" means:

a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b) in the case of each subsequent Contributor:

i) changes to the Program, and

ii) additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution `originates` from a

Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

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

"Program" means the Contributions distributed in accordance with this Agreement.

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

2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

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

3. REQUIREMENTS

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

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:

i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

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

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

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

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and

distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

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

7. GENERAL

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

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

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

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

CUA Office Public License Version 1.0
(plain text)

1. Definitions.

1.0.1. "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

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

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.8.1. "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

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

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

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code

differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

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

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

(b) under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

(c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

(d) Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

(a) under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

(c) the licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

(d) Notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

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

3.4. Intellectual Property Matters

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2,

Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

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

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

CUA Office Project may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by CUA Office Project. No one other than CUA Office Project has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "CUA Office", "CUA", "CUAPL", or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the CUA Office Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF

ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

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

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the NPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

EXHIBIT A - CUA Office Public License.

The contents of this file are subject to the CUA Office Public License Version 1.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://cuaoffice.sourceforge.net/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations

under the License.

The Original Code is _____.

The Initial Developer of the Original Code is _____.
Portions created by _____ are Copyright (C) _____
_____. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[_____] License"), in which case the provisions of [_____] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [_____] License and not to allow others to use your version of this file under the CUAPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [_____] License. If you do not delete the provisions above, a recipient may use your version of this file under either the CUAPL or the [_____] License."

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

The Clarified Artistic License

Preamble

The intent of this document is to state the conditions under which a Package may be copied, such that the Copyright Holder maintains some semblance of artistic control over the development of the package, while giving the users of the package the right to use and distribute the Package in a more-or-less customary fashion, plus the right to make reasonable modifications.

Definitions:

"Package" refers to the collection of files distributed by the Copyright Holder, and derivatives of that collection of files created through textual modification.

"Standard Version" refers to such a Package if it has not been modified, or has been modified in accordance with the wishes of the Copyright Holder as specified below.

"Copyright Holder" is whoever is named in the copyright or copyrights for the package.

"You" is you, if you're thinking about copying or distributing this Package.

"Distribution fee" is a fee you charge for providing a copy of this Package to another party.

"Freely Available" means that no fee is charged for the right to use the item, though there may be fees involved in handling the item. It also means that recipients of the item may redistribute it under the same conditions they received it.

1. You may make and give away verbatim copies of the source form of the Standard Version of this Package without restriction, provided that you

duplicate all of the original copyright notices and associated disclaimers.

2. You may apply bug fixes, portability fixes and other modifications derived from the Public Domain, or those made Freely Available, or from the Copyright Holder. A Package modified in such a way shall still be considered the Standard Version.

3. You may otherwise modify your copy of this Package in any way, provided that you insert a prominent notice in each changed file stating how and when you changed that file, and provided that you do at least ONE of the following:

- a) place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or placing the modifications on a major network archive site allowing unrestricted access to them, or by allowing the Copyright Holder to include your modifications in the Standard Version of the Package.
- b) use the modified Package only within your corporation or organization.
- c) rename any non-standard executables so the names do not conflict with standard executables, which must also be provided, and provide a separate manual page for each non-standard executable that clearly documents how it differs from the Standard Version.
- d) make other distribution arrangements with the Copyright Holder.
- e) permit and encourage anyone who receives a copy of the modified Package permission to make your modifications Freely Available in some specific way.

4. You may distribute the programs of this Package in object code or executable form, provided that you do at least ONE of the following:

- a) distribute a Standard Version of the executables and library files, together with instructions (in the manual page or equivalent) on where to get the Standard Version.
- b) accompany the distribution with the machine-readable source of the Package with your modifications.
- c) give non-standard executables non-standard names, and clearly document the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.
- d) make other distribution arrangements with the Copyright Holder.
- e) offer the machine-readable source of the Package, with your modifications, by mail order.

5. You may charge a distribution fee for any distribution of this Package. If you offer support for this Package, you may charge any fee you choose for that support. You may not charge a license fee for the right to use this Package itself. You may distribute this Package in aggregate with other (possibly commercial and possibly nonfree) programs as part of a larger (possibly commercial and possibly nonfree) software distribution, and charge license fees for other parts of that software distribution, provided that you do not advertise this Package as a product of your own. If the Package includes an interpreter, You may embed this Package's interpreter within an executable of yours (by linking); this shall be construed as a mere form of aggregation, provided that the complete Standard Version of the interpreter is so embedded.

6. The scripts and library files supplied as input to or produced as output from the programs of this Package do not automatically fall under the copyright of this Package, but belong to whoever generated them, and may be sold commercially, and may be aggregated with this Package. If such scripts or library files are aggregated with this Package via the so-called "undump" or "unexec" methods of producing a binary executable image, then distribution of such an image shall neither be construed as a distribution of this Package nor shall it fall under the restrictions of Paragraphs 3 and 4, provided that you do not represent such an executable image as a Standard Version of this Package.

7. C subroutines (or comparably compiled subroutines in other languages) supplied by you and linked into this Package in order to emulate subroutines and variables of the language defined by this Package shall not be considered part of this Package, but are the equivalent of input as in Paragraph 6, provided these subroutines do not change the language in any way that would cause it to fail the regression tests for the language.

8. Aggregation of the Standard Version of the Package with a commercial distribution is always permitted provided that the use of this Package is embedded; that is, when no overt attempt is made to make this Package's interfaces visible to the end user of the commercial distribution. Such use shall not be construed as a distribution of this Package.

9. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.

10. THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The End

Copyright

Copyright (C) 1997-2001 Norman Walsh

The original inspiration for these stylesheets came from the work of Jon Bosak, Anders Berglund, Tony Graham, Terry Allen, James Clark, and many others. I am indebted to them and to the community of users on dssslst@mulberrytech.com for making substantial contributions to this work and for answering my many questions.

This software may be distributed under the same terms as Jade:

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

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

Except as contained in this notice, the names of individuals credited with contribution to this software shall not be used in

advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from the individuals in question.

Any stylesheet derived from this Software that is publically distributed will be identified with a different name and the version strings in any derived Software will be changed so that no possibility of confusion between the derived package and this Software will exist.

Warranty

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

This Educational Community License (the "License") applies to any original work of authorship (the "Original Work") whose owner (the "Licensor") has placed the following notice immediately following the copyright notice for the Original Work:

Copyright (c) <year> <copyright holders>

Licensed under the Educational Community License version 1.0

This Original Work, including software, source code, documents, or other related items, is being provided by the copyright holder(s) subject to the terms of the Educational Community License. By obtaining, using and/or copying this Original Work, you agree that you have read, understand, and will comply with the following terms and conditions of the Educational Community License:

Permission to use, copy, modify, merge, publish, distribute, and sublicense this Original Work and its documentation, with or without modification, for any purpose, and without fee or royalty to the copyright holder(s) is hereby granted, provided that you include the following on ALL copies of the Original Work or portions thereof, including modifications or derivatives, that you make:

The full text of the Educational Community License in a location viewable to users of the redistributed or derivative work.

Any pre-existing intellectual property disclaimers, notices, or terms and conditions.

Notice of any changes or modifications to the Original Work, including the date the changes were made.

Any modifications of the Original Work must be distributed in such a manner as to avoid any confusion with the Original Work of the copyright holders.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The name and trademarks of copyright holder(s) may NOT be used in advertising or publicity pertaining to the Original or Derivative Works without specific, written prior permission. Title to copyright in the Original Work and any associated documentation will at all times remain with the copyright holders.

Educational Community License, Version 2.0
(plain text)
Educational Community License

Version 2.0, April 2007

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

The Educational Community License version 2.0 ("ECL") consists of the Apache 2.0 license, modified to change the scope of the patent grant in section 3 to be specific to the needs of the education communities using this license. The original Apache 2.0 license can be found at: <http://www.apache.org/licenses/LICENSE-2.0>

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

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

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

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

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

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

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

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

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

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

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

2. Grant of Copyright License.

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

3. Grant of Patent License.

Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed. Any patent license granted hereby with respect to contributions by an individual employed by an institution or organization is limited to patent claims where the individual that is the author of the Work is also the inventor of the patent claims licensed, and where the organization or institution has the right to grant such license under applicable grant and research funding agreements. No other express or implied licenses are granted.

4. Redistribution.

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

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

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

You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not

modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

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

5. Submission of Contributions.

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

6. Trademarks.

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

7. Disclaimer of Warranty.

Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability.

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

9. Accepting Warranty or Additional Liability.

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

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Educational Community License to your work

To apply the Educational Community License to your work, attach the following boilerplate notice, with the fields enclosed by

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

Copyright [yyyy] [name of copyright owner] Licensed under the Educational Community License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.osedu.org/licenses/ECL-2.0>

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

Eclipse Distribution License - v 1.0

Copyright (c) 2007, Eclipse Foundation, Inc. and its licensors.

All rights reserved.

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

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

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

Eiffel Forum License, version 1

Permission is hereby granted to use, copy, modify and/or distribute this package, provided that:

- copyright notices are retained unchanged
- any distribution of this package, whether modified or not, includes this file

Permission is hereby also granted to distribute binary programs which depend on this package, provided that:

- if the binary program depends on a modified version of this package, you must publicly release the modified version of this package

THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT WARRANTY. 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 AUTHORS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THIS PACKAGE.

Eiffel Forum License, version 2

Permission is hereby granted to use, copy, modify and/or distribute this package, provided that:

copyright notices are retained unchanged,
any distribution of this package, whether modified or not, includes this license text.
Permission is hereby also granted to distribute binary programs which depend on this package. If the binary program depends on a modified version of this package, you are encouraged to publicly release the modified version of this package.

THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT WARRANTY. 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 AUTHORS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THIS PACKAGE.

Eclipse Public License - v 1.0

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

1. DEFINITIONS

"Contribution" means:

a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
b) in the case of each subsequent Contributor:

i) changes to the Program, and
ii) additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution "originates" from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

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

"Program" means the Contributions distributed in accordance with this Agreement.

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

2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare

derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

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

3. REQUIREMENTS

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

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:

i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

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

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any

losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

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

5. NO WARRANTY

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

6. DISCLAIMER OF LIABILITY

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

7. GENERAL

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

If Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

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

Everyone is permitted to copy and distribute copies of this Agreement, but in order to

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

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

Eclipse Public License - v 2.0

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

1. DEFINITIONS

"Contribution" means:

- a) in the case of the initial Contributor, the initial content Distributed under this Agreement, and
- b) in the case of each subsequent Contributor:
 - i) changes to the Program, and
 - ii) additions to the Program;where such changes and/or additions to the Program originate from and are Distributed by that particular Contributor. A Contribution "originates" from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include changes or additions to the Program that are not Modified Works.

"Contributor" means any person or entity that Distributes the Program.

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

"Program" means the Contributions Distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement or any Secondary License (as applicable), including Contributors.

"Derivative Works" shall mean any work, whether in Source Code or other form, that is based on (or derived from) the Program and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship.

"Modified Works" shall mean any work in Source Code or other form that results from an addition to, deletion from, or modification of the contents of the Program, including, for purposes of clarity any new file in Source Code form that contains any contents of the Program. Modified

Works shall not include works that contain only declarations, interfaces, types, classes, structures, or files of the Program solely in each case in order to link to, bind by name, or subclass the Program or Modified Works thereof.

"Distribute" means the acts of a) distributing or b) making available in any manner that enables the transfer of a copy.

"Source Code" means the form of a Program preferred for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Secondary License" means either the GNU General Public License, Version 2.0, or any later versions of that license, including any exceptions or additional permissions as identified by the initial Contributor.

2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, Distribute and sublicense the Contribution of such Contributor, if any, and such Derivative Works.

b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in Source Code or other form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to Distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

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

e) Notwithstanding the terms of any Secondary License, no Contributor makes additional grants to any Recipient (other than those set forth in this Agreement) as a result of such Recipient's receipt of the Program under the terms of a Secondary License (if permitted under the terms of Section 3).

3. REQUIREMENTS

3.1 If a Contributor Distributes the Program in any form, then:

- a) the Program must also be made available as Source Code, in accordance with section 3.2, and the Contributor must accompany the Program with a statement that the Source Code for the Program is available under this Agreement, and informs Recipients how to obtain it in a reasonable manner on or through a medium customarily used for software exchange; and
- b) the Contributor may Distribute the Program under a license different than this Agreement, provided that such license:
 - i) effectively disclaims on behalf of all other Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
 - ii) effectively excludes on behalf of all other Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
 - iii) does not attempt to limit or alter the recipients' rights in the Source Code under section 3.2; and
 - iv) requires any subsequent distribution of the Program by any party to be under a license that satisfies the requirements of this section 3.

3.2 When the Program is Distributed as Source Code:

- a) it must be made available under this Agreement, or if the Program (i) is combined with other material in a separate file or files made available under a Secondary License, and (ii) the initial Contributor attached to the Source Code the notice described in Exhibit A of this Agreement, then the Program may be made available under the terms of such Secondary Licenses, and
- b) a copy of this Agreement must be included with each copy of the Program.

3.3 Contributors may not remove or alter any copyright, patent, trademark, attribution notices, disclaimers of warranty, or limitations of liability ("notices") contained within the Program from any copy of the Program which they Distribute, provided that Contributors may add their own appropriate notices.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in

writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

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

5. NO WARRANTY

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

6. DISCLAIMER OF LIABILITY

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

7. GENERAL

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

If Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

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

granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be Distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to Distribute the Program (including its Contributions) under the new version.

Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved. Nothing in this Agreement is intended to be enforceable by any entity that is not a Contributor or Recipient. No third-party beneficiary rights are created under this Agreement.

Exhibit A – Form of Secondary Licenses Notice

“This Source Code may also be made available under the following Secondary Licenses when the conditions for such availability set forth in the Eclipse Public License, v. 2.0 are satisfied: {name license(s), version(s), and exceptions or additional permissions here}.”

Simply including a copy of this Agreement, including this Exhibit A is not sufficient to license the Source Code under Secondary Licenses.

If it is not possible or desirable to put the notice in a particular file, then You may include the notice in a location (such as a LICENSE file in a relevant directory) where a recipient would be likely to look for such a notice.

You may add additional accurate notices of copyright ownership.

EU DataGrid Software License

Copyright (c) 2001 EU DataGrid. All rights reserved.

This software includes voluntary contributions made to the EU DataGrid. For more information on the EU DataGrid, please see <http://www.eu-datagrid.org/>.

Installation, use, reproduction, display, modification and redistribution of this software, with or without modification, in source and binary forms, are permitted. Any exercise of rights under this license by you or your sub-licensees is subject to the following conditions:

1. Redistributions of this software, with or without modification, must reproduce the above copyright notice and the above license statement as well as this list of conditions, in the software, the user documentation and any other materials provided with the software.

2. The user documentation, if any, included with a redistribution, must include the following notice:

“This product includes software developed by the EU DataGrid (<http://www.eu-datagrid.org/>).”

Alternatively, if that is where third-party acknowledgments normally appear, this acknowledgment must be reproduced in the software itself.

3. The names "EDG", "EDG Toolkit", "EU DataGrid" and "EU DataGrid Project" may not be used to endorse or promote software, or products derived therefrom, except with prior written permission by hep-project-grid-edg-license@cern.ch.

4. You are under no obligation to provide anyone with any bug fixes, patches, upgrades or other modifications, enhancements or derivatives of the features, functionality or performance of this software that you may develop. However, if you publish or distribute your modifications, enhancements or derivative works without contemporaneously requiring users to enter into a separate written license agreement, then you are deemed to have granted participants in the EU DataGrid a worldwide, non-exclusive, royalty-free, perpetual license to install, use, reproduce, display, modify, redistribute and sub-license your modifications, enhancements or derivative works, whether in binary or source code form, under the license conditions stated in this list of conditions.

5. DISCLAIMER

THIS SOFTWARE IS PROVIDED BY THE EU DATAGRID AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE ARE DISCLAIMED. THE EU DATAGRID AND CONTRIBUTORS MAKE NO REPRESENTATION THAT THE SOFTWARE, MODIFICATIONS, ENHANCEMENTS OR DERIVATIVE WORKS THEREOF, WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

6. LIMITATION OF LIABILITY

THE EU DATAGRID AND CONTRIBUTORS SHALL HAVE NO LIABILITY TO LICENSEE OR OTHER PERSONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, OR BUSINESS INTERRUPTION, HOWEVER CAUSED AND ON ANY THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

European Union Public Licence V.1.0

EUPL 169; the European Community 2007

This European Union Public Licence (the "EUPL") applies to the Work or Software (as

defined below) which is provided under the terms of this Licence. Any use of the Work, other

than as authorised under this Licence is prohibited (to the extent such use is covered by a right

of the copyright holder of the Work).

The Original Work is provided under the terms of this Licence when the Licensor (as defined

below) has placed the following notice immediately following the copyright notice for the

Original Work:

Licensed under the EUPL V.1.0

or has expressed by any other mean his willingness to license under the EUPL.

1. Definitions

In this Licence, the following terms have the following meaning:

8722; The Licence: this Licence.

8722; The Original Work or the Software: the software distributed and/or communicated by

the Licensor under this Licence, available as Source Code and also as Executable Code as the case may be.

8722; Derivative Works: the works or software that could be created by the Licensee,

based

upon the Original Work or modifications thereof. This Licence does not define the extent of modification or dependence on the Original Work required in order to classify a work as a Derivative Work; this extent is determined by copyright law applicable in the country mentioned in Article 15.

− The Work: the Original Work and/or its Derivative Works.

− The Source Code: the human-readable form of the Work which is the most convenient for people to study and modify.

− The Executable Code: any code which has generally been compiled and which is meant to be interpreted by a computer as a program.

− The Licensor: the natural or legal person that distributes and/or communicates the Work under the Licence.

− Contributor(s): any natural or legal person who modifies the Work under the Licence, or otherwise contributes to the creation of a Derivative Work.

− The Licensee or “You”: any natural or legal person who makes any usage of the

Software under the terms of the Licence. − Distribution and/or Communication: any act of selling, giving, lending, renting, distributing, communicating, transmitting, or otherwise making available, on-line or off-line, copies of the Work at the disposal of any other natural or legal person.

2. Scope of the rights granted by the Licence

The Licensor hereby grants You a world-wide, royalty-free, non-exclusive, sub-licensable

licence to do the following, for the duration of copyright vested in the Original Work:

− use the Work in any circumstance and for all usage,

− reproduce the Work,

− modify the Original Work, and make Derivative Works based upon the Work,

− communicate to the public, including the right to make available or display the Work

or copies thereof to the public and perform publicly, as the case may be, the Work,

− distribute the Work or copies thereof,

− lend and rent the Work or copies thereof,

− sub-license rights in the Work or copies thereof.

Those rights can be exercised on any media, supports and formats, whether now known or

later invented, as far as the applicable law permits so.

In the countries where moral rights apply, the Licensor waives his right to exercise his moral

right to the extent allowed by law in order to make effective the licence of the economic rights

here above listed.

The Licensor grants to the Licensee royalty-free, non exclusive usage rights to any patents

held by the Licensor, to the extent necessary to make use of the rights granted on the Work

under this Licence.

3. Communication of the Source Code

The Licensor may provide the Work either in its Source Code form, or as Executable Code. If

the Work is provided as Executable Code, the Licensor provides in addition a machinereadable copy of the Source Code of the Work along with each copy of the Work that the

Licensor distributes or indicates, in a notice following the copyright notice attached to the

Work, a repository where the Source Code is easily and freely accessible for as long as the

Licensor continues to distribute and/or communicate the Work.

4. Limitations on copyright

Nothing in this Licence is intended to deprive the Licensee of the benefits from any exception

or limitation to the exclusive rights of the rights owners in the Original Work or Software, of

the exhaustion of those rights or of other applicable limitations thereto.

5. Obligations of the Licensee

The grant of the rights mentioned above is subject to some restrictions and obligations

imposed on the Licensee. Those obligations are the following: Attribution right: the Licensee shall keep intact all copyright, patent or trademarks notices

and all notices that refer to the Licence and to the disclaimer of warranties. The Licensee must

include a copy of such notices and a copy of the Licence with every copy of the Work he/she

distributes and/or communicates. The Licensee must cause any Derivative Work to carry prominent notices stating that the Work has been modified and the date of modification.

Copyleft clause: If the Licensee distributes and/or communicates copies of the Original

Works or Derivative Works based upon the Original Work, this Distribution and/or Communication will be done under the terms of this Licence. The Licensee (becoming Licensor) cannot offer or impose any additional terms or conditions on the Work or Derivative Work that alter or restrict the terms of the Licence.

Compatibility clause: If the Licensee Distributes and/or Communicates Derivative Works or

copies thereof based upon both the Original Work and another work licensed under a Compatible Licence, this Distribution and/or Communication can be done under the terms of

this Compatible Licence. For the sake of this clause, "Compatible Licence" refers to the

licences listed in the appendix attached to this Licence. Should the Licensee's obligations

under the Compatible Licence conflict with his/her obligations under this Licence, the

obligations of the Compatible Licence shall prevail.

Provision of Source Code: When distributing and/or communicating copies of the Work, the

Licensee will provide a machine-readable copy of the Source Code or indicate a repository

where this Source will be easily and freely available for as long as the Licensee continues to

distribute and/or communicate the Work.

Legal Protection: This Licence does not grant permission to use the trade names, trademarks,

service marks, or names of the Licensor, except as required for reasonable and customary use

in describing the origin of the Work and reproducing the content of the copyright notice.

6. Chain of Authorship

The original Licensor warrants that the copyright in the Original Work granted hereunder is

owned by him/her or licensed to him/her and that he/she has the power and authority to grant

the Licence.

Each Contributor warrants that the copyright in the modifications he/she brings to the Work

are owned by him/her or licensed to him/her and that he/she has the power and authority to

grant the Licence.

Each time You, as a Licensee, receive the Work, the original Licensor and subsequent Contributors grant You a licence to their contributions to the Work, under the terms of this

Licence.

7. Disclaimer of Warranty

The Work is a work in progress, which is continuously improved by numerous contributors. It

is not a finished work and may therefore contain defects or "bugs" inherent to this type of

software development.

For the above reason, the Work is provided under the Licence on an "as is" basis and without warranties of any kind concerning the Work, including without limitation merchantability, fitness for a particular purpose, absence of defects or errors, accuracy, non-infringement of intellectual property rights other than copyright as stated in Article 6 of this Licence. This disclaimer of warranty is an essential part of the Licence and a condition for the grant of any rights to the Work.

8. Disclaimer of Liability

Except in the cases of wilful misconduct or damages directly caused to natural persons, the Licensor will in no event be liable for any direct or indirect, material or moral, damages of any kind, arising out of the Licence or of the use of the Work, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data or any commercial damage, even if the Licensor has been advised of the possibility of such damage. However, the Licensor will be liable under statutory product liability laws as far such laws apply to the Work.

9. Additional agreements

While distributing the Original Work or Derivative Works, You may choose to conclude an additional agreement to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or services consistent with this Licence.

However, in accepting such obligations, You may act only on your own behalf and on your sole responsibility, not on behalf of the original Licensor or any other Contributor, and only if

You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against such Contributor by the fact You have accepted any such warranty or additional liability.

10. Acceptance of the Licence

The provisions of this Licence can be accepted by clicking on an icon "I agree" placed under the bottom of a window displaying the text of this Licence or by affirming consent in any other similar way, in accordance with the rules of applicable law. Clicking on that icon indicates your clear and irrevocable acceptance of this Licence and all of its terms and conditions.

Similarly, you irrevocably accept this Licence and all of its terms and conditions by exercising any rights granted to You by Article 2 of this Licence, such as the use of the Work,

the creation by You of a Derivative Work or the Distribution and/or Communication by You of the Work or copies thereof.

11. Information to the public

In case of any Distribution and/or Communication of the Work by means of electronic communication by You (for example, by offering to download the Work from a remote location) the distribution channel or media (for example, a website) must at least provide to the public the information requested by the applicable law regarding the identification and address of the Licensor, the Licence and the way it may be accessible, concluded, stored and

reproduced by the Licensee.

12. Termination of the Licence

The Licence and the rights granted hereunder will terminate automatically upon any breach by

the Licensee of the terms of the Licence.

Such a termination will not terminate the licences of any person who has received the Work

from the Licensee under the Licence, provided such persons remain in full compliance with

the Licence.

13. Miscellaneous

Without prejudice of Article 9 above, the Licence represents the complete agreement between

the Parties as to the Work licensed hereunder.

If any provision of the Licence is invalid or unenforceable under applicable law, this will not

affect the validity or enforceability of the Licence as a whole. Such provision will be construed and/or reformed so as necessary to make it valid and enforceable.

The European Commission may put into force translations and/or binding new versions of this Licence, so far this is required and reasonable. New versions of the Licence will be

published with a unique version number. The new version of the Licence becomes binding for

You as soon as You become aware of its publication.

14. Jurisdiction

Any litigation resulting from the interpretation of this License, arising between the European

Commission, as a Licensor, and any Licensee, will be subject to the jurisdiction of the Court

of Justice of the European Communities, as laid down in article 238 of the Treaty establishing

the European Community.

Any litigation arising between Parties, other than the European Commission, and resulting

from the interpretation of this License, will be subject to the exclusive jurisdiction of the

competent court where the Licensor resides or conducts its primary business.

15. Applicable Law

This Licence shall be governed by the law of the European Union country where the Licensor

resides or has his registered office.

This licence shall be governed by the Belgian law if:

− a litigation arises between the European Commission, as a Licensor, and any Licensee;

− the Licensor, other than the European Commission, has no residence or registered

office inside a European Union country.

===Appendix

“Compatible Licences” according to article 5 EUPL are:

− General Public License (GPL) v. 2

− Open Software License (OSL) v. 2.1, v. 3.0

− Common Public License v. 1.0

− Eclipse Public License v. 1.0

− Cecill v. 2.0

European Union Public Licence

V. 1.1

EUPL © the European Community 2007

This European Union Public Licence (the “EUPL”) applies to the Work or Software

(as defined below) which is provided under the terms of this Licence. Any use of the Work, other than as authorised under this Licence is prohibited (to the extent such use is covered by a right of the copyright holder of the Work).

The Original Work is provided under the terms of this Licence when the Licensor (as defined below) has placed the following notice immediately following the copyright notice for the Original Work:

Licensed under the EUPL V.1.1

or has expressed by any other means his willingness to license under the EUPL.

1. Definitions

In this Licence, the following terms have the following meaning:

- The Licence: this Licence.
- The Original Work or the Software: the software distributed and/or communicated by the Licensor under this Licence, available as Source Code and also as Executable Code as the case may be.
- Derivative Works: the works or software that could be created by the Licensee, based upon the Original Work or modifications thereof. This Licence does not define the extent of modification or dependence on the Original Work required in order to classify a work as a Derivative Work; this extent is determined by copyright law applicable in the country mentioned in Article 15.
- The Work: the Original Work and/or its Derivative Works.
- The Source Code: the human-readable form of the Work which is the most convenient for people to study and modify.
- The Executable Code: any code which has generally been compiled and which is meant to be interpreted by a computer as a program.
- The Licensor: the natural or legal person that distributes and/or communicates the Work under the Licence.
- Contributor(s): any natural or legal person who modifies the Work under the Licence, or otherwise contributes to the creation of a Derivative Work.
- The Licensee or "You": any natural or legal person who makes any usage of the Software under the terms of the Licence.
- Distribution and/or Communication: any act of selling, giving, lending, renting, distributing, communicating, transmitting, or otherwise making available, on-line or off-line, copies of the Work or providing access to its essential functionalities at the disposal of any other natural or legal person.

2. Scope of the rights granted by the Licence

The Licensor hereby grants You a world-wide, royalty-free, non-exclusive, sublicensable licence to do the following, for the duration of copyright vested in the Original Work:

- use the Work in any circumstance and for all usage,
- reproduce the Work,
- modify the Original Work, and make Derivative Works based upon the Work,
- communicate to the public, including the right to make available or display the Work or copies thereof to the public and perform publicly, as the case may be, the Work,
- distribute the Work or copies thereof,
- lend and rent the Work or copies thereof,
- sub-license rights in the Work or copies thereof.

Those rights can be exercised on any media, supports and formats, whether now known or later invented, as far as the applicable law permits so.

In the countries where moral rights apply, the Licensor waives his right to exercise his

moral right to the extent allowed by law in order to make effective the licence of the economic rights here above listed.

The Licensor grants to the Licensee royalty-free, non exclusive usage rights to any patents held by the Licensor, to the extent necessary to make use of the rights granted on the Work under this Licence.

3. Communication of the Source Code

The Licensor may provide the Work either in its Source Code form, or as Executable Code. If the Work is provided as Executable Code, the Licensor provides in addition a machine-readable copy of the Source Code of the Work along with each copy of the Work that the Licensor distributes or indicates, in a notice following the copyright notice attached to the Work, a repository where the Source Code is easily and freely accessible for as long as the Licensor continues to distribute and/or communicate the Work.

4. Limitations on copyright

Nothing in this Licence is intended to deprive the Licensee of the benefits from any exception or limitation to the exclusive rights of the rights owners in the Original Work or Software, of the exhaustion of those rights or of other applicable limitations thereto.

5. Obligations of the Licensee

The grant of the rights mentioned above is subject to some restrictions and obligations imposed on the Licensee. Those obligations are the following:

Attribution right: the Licensee shall keep intact all copyright, patent or trademarks notices and all notices that refer to the Licence and to the disclaimer of warranties. The Licensee must include a copy of such notices and a copy of the Licence with every copy of the Work he/she distributes and/or communicates. The Licensee must cause any Derivative Work to carry prominent notices stating that the Work has been modified and the date of modification.

Copyright clause: If the Licensee distributes and/or communicates copies of the Original Works or Derivative Works based upon the Original Work, this Distribution and/or Communication will be done under the terms of this Licence or of a later version of this Licence unless the Original Work is expressly distributed only under this version of the Licence. The Licensee (becoming Licensor) cannot offer or impose any additional terms or conditions on the Work or Derivative Work that alter or restrict the terms of the Licence.

Compatibility clause: If the Licensee Distributes and/or Communicates Derivative Works or copies thereof based upon both the Original Work and another work licensed under a Compatible Licence, this Distribution and/or Communication can be done under the terms of this Compatible Licence. For the sake of this clause, **Compatible Licence** refers to the licences listed in the appendix attached to this

Licence. Should the Licensee's obligations under the Compatible Licence conflict with his/her obligations under this Licence, the obligations of the Compatible Licence shall prevail.

Provision of Source Code: When distributing and/or communicating copies of the Work, the Licensee will provide a machine-readable copy of the Source Code or indicate a repository where this Source will be easily and freely available for as long as the Licensee continues to distribute and/or communicate the Work.

Legal Protection: This Licence does not grant permission to use the trade names, trademarks, service marks, or names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the copyright notice.

6. Chain of Authorship

The original Licensor warrants that the copyright in the Original Work granted hereunder is owned by him/her or licensed to him/her and that he/she has the power and authority to grant the Licence.

Each Contributor warrants that the copyright in the modifications he/she brings to the Work are owned by him/her or licensed to him/her and that he/she has the power and authority to grant the Licence.

Each time You accept the Licence, the original Licensor and subsequent Contributors grant You a licence to their contributions to the Work, under the terms of this Licence.

7. Disclaimer of Warranty

The Work is a work in progress, which is continuously improved by numerous contributors. It is not a finished work and may therefore contain defects or **bugs** inherent to this type of software development.

For the above reason, the Work is provided under the Licence on an **as is** basis and

without warranties of any kind concerning the Work, including without limitation

merchantability, fitness for a particular purpose, absence of defects or errors, accuracy, non-infringement of intellectual property rights other than copyright as stated in Article 6 of this Licence.

This disclaimer of warranty is an essential part of the Licence and a condition for the grant of any rights to the Work.

8. Disclaimer of Liability

Except in the cases of wilful misconduct or damages directly caused to natural persons, the Licensor will in no event be liable for any direct or indirect, material or



moral, damages of any kind, arising out of the Licence or of the use of the Work, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data or any commercial damage, even if the Licensor has been advised of the possibility of such damage. However, the Licensor will be liable under statutory product liability laws as far such laws apply to the Work.

9. Additional agreements

While distributing the Original Work or Derivative Works, You may choose to conclude an additional agreement to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or services consistent with this

Licence. However, in accepting such obligations, You may act only on your own behalf and on your sole responsibility, not on behalf of the original Licensor or any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against such Contributor by the fact You have accepted any such warranty or additional liability.

10. Acceptance of the Licence

The provisions of this Licence can be accepted by clicking on an icon ;I agree.

placed under the bottom of a window displaying the text of this Licence or by affirming consent in any other similar way, in accordance with the rules of applicable law. Clicking on that icon indicates your clear and irrevocable acceptance of this Licence and all of its terms and conditions.

Similarly, you irrevocably accept this Licence and all of its terms and conditions by exercising any rights granted to You by Article 2 of this Licence, such as the use of the Work, the creation by You of a Derivative Work or the Distribution and/or Communication by You of the Work or copies thereof.

11. Information to the public

In case of any Distribution and/or Communication of the Work by means of electronic communication by You (for example, by offering to download the Work from a remote location) the distribution channel or media (for example, a website) must at least provide to the public the information requested by the applicable law regarding the Licensor, the Licence and the way it may be accessible, concluded, stored and reproduced by the Licensee.

12. Termination of the Licence

The Licence and the rights granted hereunder will terminate automatically upon any breach by the Licensee of the terms of the Licence.

Such a termination will not terminate the licences of any person who has received the Work from the Licensee under the Licence, provided such persons remain in full compliance with the Licence.

13. Miscellaneous

Without prejudice of Article 9 above, the Licence represents the complete agreement between the Parties as to the Work licensed hereunder.

If any provision of the Licence is invalid or unenforceable under applicable law, this will not affect the validity or enforceability of the Licence as a whole. Such provision

will be construed and/or reformed so as necessary to make it valid and enforceable.

The European Commission may publish other linguistic versions and/or new versions of this Licence, so far this is required and reasonable, without reducing the scope of the rights granted by the Licence. New versions of the Licence will be published with a unique version number.

All linguistic versions of this Licence, approved by the European Commission, have identical value. Parties can take advantage of the linguistic version of their choice.

14. Jurisdiction

Any litigation resulting from the interpretation of this License, arising between the European Commission, as a Licensor, and any Licensee, will be subject to the jurisdiction of the Court of Justice of the European Communities, as laid down in article 238 of the Treaty establishing the European Community.

Any litigation arising between Parties, other than the European Commission, and resulting from the interpretation of this License, will be subject to the exclusive jurisdiction of the competent court where the Licensor resides or conducts its primary business.

15. Applicable Law

This Licence shall be governed by the law of the European Union country where the Licensor resides or has his registered office.

This licence shall be governed by the Belgian law if:
- a litigation arises between the European Commission, as a Licensor, and any Licensee;
- the Licensor, other than the European Commission, has no residence or registered office inside a European Union country.

====
Appendix

“Compatible Licences” according to article 5 EUPL are:

- GNU General Public License (GNU GPL) v. 2
- Open Software License (OSL) v. 2.1, v. 3.0
- Common Public License v. 1.0
- Eclipse Public License v. 1.0
- Cecill v. 2.0

Entessa Public License Version. 1.0
Copyright (c) 2003 Entessa, LLC. All rights reserved.

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

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
The end-user documentation included with the redistribution, if any, must include the following acknowledgment:
"This product includes open source software developed by openSEAL (<http://www.openseal.org/>)."

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

The names "openSEAL" and "Entessa" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact epl@entessa.com.

Products derived from this software may not be called "openSEAL", nor may "openSEAL" appear in their name, without prior written permission of Entessa.

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

=====
This software consists of voluntary contributions made by many individuals on behalf of openSEAL and was originally based on software contributed by Entessa, LLC, <http://www.entessa.com>. For more information on the openSEAL, please see <http://www.openseal.org/>.

ERLANG PUBLIC LICENSE
Version 1.1

1. Definitions.

1.1. ``Contributor`` means each entity that creates or contributes to the creation of Modifications.

1.2. ``Contributor Version`` means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. ``Covered Code`` means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. ``Electronic Distribution Mechanism`` means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. ``Executable`` means Covered Code in any form other than Source Code.

1.6. ``Initial Developer`` means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. ``Larger Work`` means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. ``License`` means this document.

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

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

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. ``Original Code`` means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.11. ``Source Code`` means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or a list of source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

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

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property

claims:

- (a) to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and
- (b) under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell (``Utilize``) the Original Code (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Original Code (or portions thereof) and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

2.2. Contributor Grant.

Each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

- (a) to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code or as part of a Larger Work; and
- (b) under patents now or hereafter owned or controlled by Contributor, to Utilize the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients` rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

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

Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code distribution titled ``LEGAL`` which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If you obtain such knowledge after You make Your Modification available as described in Section 3.2, You shall promptly modify the LEGAL file in all copies You make available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Your Modification is an application programming interface and You own or control patents which are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code, and this License in any documentation for the Source Code, where You describe recipients` rights relating to Covered Code. If You created one or more Modification(s), You may add your name as a Contributor to the notice described in Exhibit A. If it is not possible to put such notice in a particular Source Code file due to its structure, then you must include such notice in a location (such as a relevant directory file) where a user would be likely to look for such a notice. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients` rights relating to the Covered Code. You may distribute the Executable version of Covered Code under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient`s rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and

every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

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

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A, and to related Covered Code.

6. CONNECTION TO MOZILLA PUBLIC LICENSE

This Erlang License is a derivative work of the Mozilla Public License, Version 1.0. It contains terms which differ from the Mozilla Public License, Version 1.0.

7. DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN ``AS IS`` BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

9. DISCLAIMER OF LIABILITY

Any utilization of Covered Code shall not cause the Initial Developer or any Contributor to be liable for any damages (neither direct nor indirect).

10. MISCELLANEOUS

This License represents the complete agreement concerning the subject matter hereof. If any provision is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be construed by and in accordance with

the substantive laws of Sweden. Any dispute, controversy or claim arising out of or relating to this License, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of Swedish courts, with the Stockholm City Court as the first instance.

EXHIBIT A.

`The contents of this file are subject to the Erlang Public License, Version 1.1, (the "License"); you may not use this file except in compliance with the License. You should have received a copy of the Erlang Public License along with this software. If not, it can be retrieved via the world wide web at <http://www.erlang.org/>.

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Initial Developer of the Original Code is Ericsson Utvecklings AB. Portions created by Ericsson are Copyright 1999, Ericsson Utvecklings AB. All Rights Reserved.

Copyright (C) 1997-2010 Free Software Foundation, Inc.
This file is free software; the Free Software Foundation gives unlimited permission to copy and/or distribute it, with or without modifications, as long as this notice is preserved.

Fair License
(plain text)
<Copyright Information>

Usage of the works is permitted provided that this instrument is retained with the works, so that any entity that uses the works is notified of this instrument.

DISCLAIMER: THE WORKS ARE WITHOUT WARRANTY.

[2004, Fair License: rhid.com/fair (this URL no longer works)]

THE FRAMEWORX OPEN LICENSE 1.0

This License Agreement, The Frameworx Open License 1.0, has been entered into between The Frameworx Company and you, the licensee hereunder, effective as of Your acceptance of the Frameworx Code Base or an Downstream Distribution (each as defined below).

AGREEMENT BACKGROUND

The Frameworx Company is committed to the belief that open source software results in better quality, greater technical and product innovation in the market place and a more empowered and productive developer and end-user community. Our objective is to ensure that the Frameworx Code Base, and the source code for improvements and innovations to it, remain free and open to the community. To further these beliefs and objectives, we are distributing the Frameworx Code Base, without royalties and in source code form, to the community pursuant to this License Agreement.

AGREEMENT TERMS

The Frameworx Company and You have agreed as follows:

1. Definitions. The following terms have the following respective meanings:

(a) Frameworx Code Base means the software developed by The Frameworx Company and made available under this License Agreement

(b) Downstream Distribution means any direct or indirect release, distribution or remote availability of software (i) that directly or indirectly contains, or depends for its intended functioning on, the Frameworx Code Base or any portion or element

thereof and (ii) in which rights to use and distribute such Frameworkx Code Base software depend, directly or indirectly, on the License provided in Section 2 below.

(c) "Source Code" to any software means the preferred form for making modifications to that software, including any associated documentation, interface definition files and compilation or installation scripts, or any version thereof that has been compressed or archived, and can be reconstituted, using an appropriate and generally available archival or compression technology.

(d) Value-Added Services means any commercial or fee-based software-related service, including without limitation: system or application development or consulting; technical or end-user support or training; distribution maintenance, configuration or versioning; or outsourced, hosted or network-based application services.

2. License Grant. Subject to the terms and conditions hereof, The Frameworkx Company hereby grants You a non-exclusive license (the License), subject to third party intellectual property claims, and for no fee other than a nominal charge reflecting the costs of physical distribution, to:

(a) use the Frameworkx Code Base, in either Source Code or machine-readable form;

(b) make modifications, additions and deletions to the content or structure of the Frameworkx Code Base; or

(c) create larger works or derivative works including the Frameworkx Code Base or any portion or element thereof; and

(d) release, distribute or make available, either generally or to any specific third-party, any of the foregoing in Source Code or binary form.

3. License Conditions. The grant of the License under Section 1 hereof, and your exercise of all rights in connection with this License Agreement, will remain subject to the following terms and conditions, as well as to the other provisions hereof:

(a) Complete Source Code for any Downstream Distribution directly or indirectly made by You that contains, or depends for its intended functionality on, the Frameworkx Code Base, or any portion or element thereof, shall be made freely available to all users thereof on terms and conditions no more restrictive, and no less favorable for any user (including, without limitation, with regard to Source Code availability and royalty-free use) than those terms and conditions provided in this License Agreement.

(b) Any Value-Added Services that you offer or provide, directly or indirectly, in relation to any Downstream Distribution shall be offered and provided on commercial terms that are reasonably commensurate to the fair market value of such Value-Added Services. In addition, the terms and conditions on which any such Value Added Services are so offered or provided shall be consistent with, and shall fully support, the intent and purpose of this License Agreement.

(c) All Downstream Distributions shall:

(i) include all portions and elements of the Frameworkx Code Base required to build the Source Code of such Downstream Distribution into a fully functional machine-executable system, or additional build scripts or comparable software necessary and sufficient for such purposes;

(ii) include, in each file containing any portion or element of the Frameworkx Code Base, the following identifying legend: This file contains software that has been made available under The Frameworkx Open License 1.0. Use and distribution hereof are subject to the restrictions set forth therein.

(iii) include all other copyright notices, authorship credits, warranty disclaimers (including that provided in Section 6 below), legends, documentation, annotations and comments contained in the Frameworkx Code Base as provided to You hereunder;

(iv) contain an unaltered copy of the html file named `frameworkx_community_invitation.html` included within the Frameworkx Code Base that acknowledges new users and provides them with information on the Frameworkx Code Base community;

(v) contain an unaltered copy of the text file named `the_frameworkx_license.txt` included within the Frameworkx Code Base that includes a text copy of the form of this License Agreement; and

(vi) prominently display to any viewer or user of the Source Code of such Open Downstream Distribution, in the place and manner normally used for such displays, the following legend:

Source code licensed under from The Frameworkx Company is contained herein, and such source code has been obtained either under The Frameworkx Open License, or another license granted by The Frameworkx Company. Use and distribution hereof is subject to the restrictions provided in the relevant such license and to the copyrights of the licensor thereunder. A copy of The Frameworkx Open License is provided in a file named `the_frameworkx_license.txt` and included herein, and may also be available for inspection at <http://www.frameworkx.com>.

4. Restrictions on Open Downstream Distributions. Each Downstream Distribution made by You, and by any party directly or indirectly obtaining rights to the Frameworkx Code Base through You, shall be made subject to a license grant or agreement to the extent necessary so that each distributee under that Downstream Distribution will be subject to the same restrictions on re-distribution and use as are binding on You hereunder. You may satisfy this licensing requirement either by:

(a) requiring as a condition to any Downstream Distribution made by you, or by any direct or indirect distributee of Your Downstream Distribution (or any portion or element thereof), that each distributee under the relevant Downstream Distribution obtain a direct license (on the same terms and conditions as those in this License Agreement) from The Frameworkx Company; or

(b) sub-licensing all (and not less than all) of Your rights and obligations hereunder to that distributee, including (without limitation) Your obligation to require distributees to be bound by license restrictions as contemplated by this Section 4 above.

The Frameworkx Company hereby grants to you all rights to sub-license your rights hereunder as necessary to fully effect the intent and purpose of this Section 4 above, provided, however, that your rights and obligations hereunder shall be unaffected by any such sublicensing. In addition, The Frameworkx Company expressly retains all rights to take all appropriate action (including legal action) against any such direct or indirect sub-licensee to ensure its full compliance with the intent and purposes of this License Agreement.

5. Intellectual Property. Except as expressly provided herein, this License Agreement preserves and respects Your and The Frameworkx Companys respective intellectual property rights, including, in the case of The Frameworkx Company, its copyrights and patent rights relating to the Frameworkx Code Base.

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

7. License Violation. The License, and all of your rights thereunder, shall be deemed

automatically terminated and void as of any Downstream Distribution directly or indirectly made or facilitated by You that violates the provisions of this License Agreement, provided, however, that this License Agreement shall survive any such termination in order to remedy the effects of such violation. This License Agreement shall be binding on the legal successors and assigns of the parties hereto.

Your agreement to the foregoing as of the date hereof has been evidenced by your acceptance of the relevant software distribution hereunder.

(C) THE FRAMEWORX COMPANY 2003

The FreeType Project LICENSE

2006-Jan-27

Copyright 1996-2002, 2006 by
David Turner, Robert Wilhelm, and Werner Lemberg

Introduction
=====

The FreeType Project is distributed in several archive packages; some of them may contain, in addition to the FreeType font engine, various tools and contributions which rely on, or relate to, the FreeType Project.

This license applies to all files found in such packages, and which do not fall under their own explicit license. The license affects thus the FreeType font engine, the test programs, documentation and makefiles, at the very least.

This license was inspired by the BSD, Artistic, and IJG (Independent JPEG Group) licenses, which all encourage inclusion and use of free software in commercial and freeware products alike. As a consequence, its main points are that:

- o We don't promise that this software works. However, we will be interested in any kind of bug reports. ('as is' distribution)
- o You can use this software for whatever you want, in parts or full form, without having to pay us. ('royalty-free' usage)
- o You may not pretend that you wrote this software. If you use it, or only parts of it, in a program, you must acknowledge somewhere in your documentation that you have used the FreeType code. ('credits')

We specifically permit and encourage the inclusion of this software, with or without modifications, in commercial products. We disclaim all warranties covering The FreeType Project and assume no liability related to The FreeType Project.

Finally, many people asked us for a preferred form for a credit/disclaimer to use in compliance with this license. We thus encourage you to use the following text:

""""

Portions of this software are copyright © <year> The FreeType Project (www.freetype.org). All rights reserved.

""""

Please replace <year> with the value from the FreeType version you actually use.

Legal Terms

0. Definitions

Throughout this license, the terms 'package', 'FreeType Project', and 'FreeType archive' refer to the set of files originally distributed by the authors (David Turner, Robert Wilhelm, and Werner Lemberg) as the 'FreeType Project', be they named as alpha, beta or final release.

'You' refers to the licensee, or person using the project, where 'using' is a generic term including compiling the project's source code as well as linking it to form a 'program' or 'executable'. This program is referred to as 'a program using the FreeType engine'.

This license applies to all files distributed in the original FreeType Project, including all source code, binaries and documentation, unless otherwise stated in the file in its original, unmodified form as distributed in the original archive. If you are unsure whether or not a particular file is covered by this license, you must contact us to verify this.

The FreeType Project is copyright (C) 1996-2000 by David Turner, Robert Wilhelm, and Werner Lemberg. All rights reserved except as specified below.

1. No Warranty

THE FREETYPE PROJECT IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ANY OF THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY DAMAGES CAUSED BY THE USE OR THE INABILITY TO USE, OF THE FREETYPE PROJECT.

2. Redistribution

This license grants a worldwide, royalty-free, perpetual and irrevocable right and license to use, execute, perform, compile, display, copy, create derivative works of, distribute and sublicense the FreeType Project (in both source and object code forms) and derivative works thereof for any purpose; and to authorize others to exercise some or all of the rights granted herein, subject to the following conditions:

- o Redistribution of source code must retain this license file ('FTL.TXT') unaltered; any additions, deletions or changes to the original files must be clearly indicated in accompanying documentation. The copyright notices of the unaltered, original files must be preserved in all copies of source files.
- o Redistribution in binary form must provide a disclaimer that states that the software is based in part of the work of the

FreeType Team, in the distribution documentation. We also encourage you to put an URL to the FreeType web page in your documentation, though this isn't mandatory.

These conditions apply to any software derived from or based on the FreeType Project, not just the unmodified files. If you use our work, you must acknowledge us. However, no fee need be paid to us.

3. Advertising

Neither the FreeType authors and contributors nor you shall use the name of the other for commercial, advertising, or promotional purposes without specific prior written permission.

We suggest, but do not require, that you use one or more of the following phrases to refer to this software in your documentation or advertising materials: 'FreeType Project', 'FreeType Engine', 'FreeType library', or 'FreeType Distribution'.

As you have not signed this license, you are not required to accept it. However, as the FreeType Project is copyrighted material, only this license, or another one contracted with the authors, grants you the right to use, distribute, and modify it. Therefore, by using, distributing, or modifying the FreeType Project, you indicate that you understand and accept all the terms of this license.

4. Contacts

There are two mailing lists related to FreeType:

- o freetype@nongnu.org

Discusses general use and applications of FreeType, as well as future and wanted additions to the library and distribution. If you are looking for support, start in this list if you haven't found anything to help you in the documentation.

- o freetype-devel@nongnu.org

Discusses bugs, as well as engine internals, design issues, specific licenses, porting, etc.

Our home page can be found at

<https://www.freetype.org>

--- end of FTL.TXT ---

GNU Free Documentation License
Version 1.1, March 2000

Copyright (C) 2000 Free Software Foundation, Inc.
51 Franklin St, Fifth Floor, Boston, MA 02110-1301 USA
Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

0. PREAMBLE

The purpose of this License is to make a manual, textbook, or other written document "free" in the sense of freedom: to assure everyone the effective freedom to copy and redistribute it, with or without modifying it, either commercially or noncommercially. Secondly, this License preserves for the author and publisher a way to get credit for their work, while not being considered responsible for modifications made by others.

This License is a kind of "copyleft", which means that derivative works of the document must themselves be free in the same sense. It complements the GNU General Public License, which is a copyleft license designed for free software.

We have designed this License in order to use it for manuals for free software, because free software needs free documentation: a free program should come with manuals providing the same freedoms that the software does. But this License is not limited to software manuals; it can be used for any textual work, regardless of subject matter or whether it is published as a printed book. We recommend this License principally for works whose purpose is instruction or reference.

1. APPLICABILITY AND DEFINITIONS

This License applies to any manual or other work that contains a notice placed by the copyright holder saying it can be distributed under the terms of this License. The "Document", below, refers to any such manual or work. Any member of the public is a licensee, and is addressed as "you".

A "Modified Version" of the Document means any work containing the Document or a portion of it, either copied verbatim, or with modifications and/or translated into another language.

A "Secondary Section" is a named appendix or a front-matter section of the Document that deals exclusively with the relationship of the publishers or authors of the Document to the Document's overall subject (or to related matters) and contains nothing that could fall directly within that overall subject. (For example, if the Document is in part a textbook of mathematics, a Secondary Section may not explain any mathematics.) The relationship could be a matter of historical connection with the subject or with related matters, or of legal, commercial, philosophical, ethical or political position regarding them.

The "Invariant Sections" are certain Secondary Sections whose titles are designated, as being those of Invariant Sections, in the notice that says that the Document is released under this License.

The "Cover Texts" are certain short passages of text that are listed, as Front-Cover Texts or Back-Cover Texts, in the notice that says that the Document is released under this License.

A "Transparent" copy of the Document means a machine-readable copy, represented in a format whose specification is available to the general public, whose contents can be viewed and edited directly and straightforwardly with generic text editors or (for images composed of pixels) generic paint programs or (for drawings) some widely available drawing editor, and that is suitable for input to text formatters or for automatic translation to a variety of formats suitable for input to text formatters. A copy made in an otherwise Transparent file format whose markup has been designed to thwart or discourage subsequent modification by readers is not Transparent. A copy that is not "Transparent" is called "Opaque".

Examples of suitable formats for Transparent copies include plain ASCII without markup, Texinfo input format, LaTeX input format, SGML or XML using a publicly available DTD, and standard-conforming simple HTML designed for human modification. Opaque formats include PostScript, PDF, proprietary formats that can be read and edited only by proprietary word processors, SGML or XML for which the DTD and/or processing tools are not generally available, and the machine-generated HTML produced by some word processors for output purposes only.

The "Title Page" means, for a printed book, the title page itself, plus such following pages as are needed to hold, legibly, the material this License requires to appear in the title page. For works in formats which do not have any title page as such, "Title Page" means the text near the most prominent appearance of the work's title, preceding the beginning of the body of the text.

2. VERBATIM COPYING

You may copy and distribute the Document in any medium, either commercially or noncommercially, provided that this License, the copyright notices, and the license notice saying this License applies to the Document are reproduced in all copies, and that you add no other conditions whatsoever to those of this License. You may not use technical measures to obstruct or control the reading or further copying of the copies you make or distribute. However, you may accept compensation in exchange for copies. If you distribute a large enough number of copies you must also follow the conditions in section 3.

You may also lend copies, under the same conditions stated above, and you may publicly display copies.

3. COPYING IN QUANTITY

If you publish printed copies of the Document numbering more than 100, and the Document's license notice requires Cover Texts, you must enclose the copies in covers that carry, clearly and legibly, all these Cover Texts: Front-Cover Texts on the front cover, and Back-Cover Texts on the back cover. Both covers must also clearly and legibly identify you as the publisher of these copies. The front cover must present the full title with all words of the title equally prominent and visible. You may add other material on the covers in addition. Copying with changes limited to the covers, as long as they preserve the title of the Document and satisfy these conditions, can be treated as verbatim copying in other respects.

If the required texts for either cover are too voluminous to fit legibly, you should put the first ones listed (as many as fit reasonably) on the actual cover, and continue the rest onto adjacent pages.

If you publish or distribute Opaque copies of the Document numbering more than 100, you must either include a machine-readable Transparent copy along with each Opaque copy, or state in or with each Opaque copy a publicly-accessible computer-network location containing a complete Transparent copy of the Document, free of added material, which the general network-using public has access to download anonymously at no charge using public-standard network protocols. If you use the latter option, you must take reasonably prudent steps, when you begin distribution of Opaque copies in quantity, to ensure that this Transparent copy will remain thus accessible at the stated location

until at least one year after the last time you distribute an Opaque copy (directly or through your agents or retailers) of that edition to the public.

It is requested, but not required, that you contact the authors of the Document well before redistributing any large number of copies, to give them a chance to provide you with an updated version of the Document.

4. MODIFICATIONS

You may copy and distribute a Modified Version of the Document under the conditions of sections 2 and 3 above, provided that you release the Modified Version under precisely this License, with the Modified Version filling the role of the Document, thus licensing distribution and modification of the Modified Version to whoever possesses a copy of it. In addition, you must do these things in the Modified Version:

- A. Use in the Title Page (and on the covers, if any) a title distinct from that of the Document, and from those of previous versions (which should, if there were any, be listed in the History section of the Document). You may use the same title as a previous version if the original publisher of that version gives permission.
- B. List on the Title Page, as authors, one or more persons or entities responsible for authorship of the modifications in the Modified Version, together with at least five of the principal authors of the Document (all of its principal authors, if it has less than five).
- C. State on the Title page the name of the publisher of the Modified Version, as the publisher.
- D. Preserve all the copyright notices of the Document.
- E. Add an appropriate copyright notice for your modifications adjacent to the other copyright notices.
- F. Include, immediately after the copyright notices, a license notice giving the public permission to use the Modified Version under the terms of this License, in the form shown in the Addendum below.
- G. Preserve in that license notice the full lists of Invariant Sections and required Cover Texts given in the Document's license notice.
- H. Include an unaltered copy of this License.
- I. Preserve the section entitled "History", and its title, and add to it an item stating at least the title, year, new authors, and publisher of the Modified Version as given on the Title Page. If there is no section entitled "History" in the Document, create one stating the title, year, authors, and publisher of the Document as given on its Title Page, then add an item describing the Modified Version as stated in the previous sentence.
- J. Preserve the network location, if any, given in the Document for public access to a Transparent copy of the Document, and likewise the network locations given in the Document for previous versions it was based on. These may be placed in the "History" section. You may omit a network location for a work that was published at least four years before the Document itself, or if the original publisher of the version it refers to gives permission.
- K. In any section entitled "Acknowledgements" or "Dedications", preserve the section's title, and preserve in the section all the substance and tone of each of the contributor acknowledgements and/or dedications given therein.
- L. Preserve all the Invariant Sections of the Document, unaltered in their text and in their titles. Section numbers or the equivalent are not considered part of the section titles.
- M. Delete any section entitled "Endorsements". Such a section may not be included in the Modified Version.
- N. Do not retitle any existing section as "Endorsements" or to conflict in title with any Invariant Section.

If the Modified Version includes new front-matter sections or appendices that qualify as Secondary Sections and contain no material copied from the Document, you may at your option designate some or all of these sections as invariant. To do this, add their titles to the list of Invariant Sections in the Modified Version's license notice. These titles must be distinct from any other section titles.

You may add a section entitled "Endorsements", provided it contains nothing but endorsements of your Modified Version by various parties—for example, statements of peer review or that the text has been approved by an organization as the authoritative definition of a standard.

You may add a passage of up to five words as a Front-Cover Text, and a passage of up to 25 words as a Back-Cover Text, to the end of the list of Cover Texts in the Modified Version. Only one passage of Front-Cover Text and one of Back-Cover Text may be added by (or through arrangements made by) any one entity. If the Document already includes a cover text for the same cover, previously added by you or by arrangement made by the same entity you are acting on behalf of, you may not add another; but you may replace the old one, on explicit permission from the previous publisher that added the old one.

The author(s) and publisher(s) of the Document do not by this License give permission to use their names for publicity for or to assert or imply endorsement of any Modified Version.

5. COMBINING DOCUMENTS

You may combine the Document with other documents released under this License, under the terms defined in section 4 above for modified versions, provided that you include in the combination all of the Invariant Sections of all of the original documents, unmodified, and list them all as Invariant Sections of your combined work in its license notice.

The combined work need only contain one copy of this License, and multiple identical Invariant Sections may be replaced with a single copy. If there are multiple Invariant Sections with the same name but different contents, make the title of each such section unique by adding at the end of it, in parentheses, the name of the original author or publisher of that section if known, or else a unique number. Make the same adjustment to the section titles in the list of Invariant Sections in the license notice of the combined work.

In the combination, you must combine any sections entitled "History" in the various original documents, forming one section entitled "History"; likewise combine any sections entitled "Acknowledgements", and any sections entitled "Dedications". You must delete all sections entitled "Endorsements."

6. COLLECTIONS OF DOCUMENTS

You may make a collection consisting of the Document and other documents released under this License, and replace the individual copies of this License in the various documents with a single copy that is included in the collection, provided that you follow the rules of this License for verbatim copying of each of the documents in all other respects.

You may extract a single document from such a collection, and distribute it individually under this License, provided you insert a copy of this License into the extracted document, and follow this License in all

other respects regarding verbatim copying of that document.

7. AGGREGATION WITH INDEPENDENT WORKS

A compilation of the Document or its derivatives with other separate and independent documents or works, in or on a volume of a storage or distribution medium, does not as a whole count as a Modified Version of the Document, provided no compilation copyright is claimed for the compilation. Such a compilation is called an "aggregate", and this License does not apply to the other self-contained works thus compiled with the Document, on account of their being thus compiled, if they are not themselves derivative works of the Document.

If the Cover Text requirement of section 3 is applicable to these copies of the Document, then if the Document is less than one quarter of the entire aggregate, the Document's Cover Texts may be placed on covers that surround only the Document within the aggregate. Otherwise they must appear on covers around the whole aggregate.

8. TRANSLATION

Translation is considered a kind of modification, so you may distribute translations of the Document under the terms of section 4. Replacing Invariant Sections with translations requires special permission from their copyright holders, but you may include translations of some or all Invariant Sections in addition to the original versions of these Invariant Sections. You may include a translation of this License provided that you also include the original English version of this License. In case of a disagreement between the translation and the original English version of this License, the original English version will prevail.

9. TERMINATION

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

10. FUTURE REVISIONS OF THIS LICENSE

The Free Software Foundation may publish new, revised versions of the GNU Free Documentation License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. See <http://www.gnu.org/copyleft/>.

Each version of the License is given a distinguishing version number. If the Document specifies that a particular numbered version of this License "or any later version" applies to it, you have the option of following the terms and conditions either of that specified version or of any later version that has been published (not as a draft) by the Free Software Foundation. If the Document does not specify a version number of this License, you may choose any version ever published (not as a draft) by the Free Software Foundation.

ADDENDUM: How to use this License for your documents

To use this License in a document you have written, include a copy of the License in the document and put the following copyright and license notices just after the title page:

Copyright (c) YEAR YOUR NAME.

Permission is granted to copy, distribute and/or modify this document under the terms of the GNU Free Documentation License, Version 1.1 or any later version published by the Free Software Foundation; with the Invariant Sections being LIST THEIR TITLES, with the Front-Cover Texts being LIST, and with the Back-Cover Texts being LIST. A copy of the license is included in the section entitled "GNU Free Documentation License".

If you have no Invariant Sections, write "with no Invariant Sections" instead of saying which ones are invariant. If you have no Front-Cover Texts, write "no Front-Cover Texts" instead of "Front-Cover Texts being LIST"; likewise for Back-Cover Texts.

If your document contains nontrivial examples of program code, we recommend releasing these examples in parallel under your choice of free software license, such as the GNU General Public License, to permit their use in free software.

GNU Free Documentation License
Version 1.2, November 2002

Copyright (C) 2000, 2001, 2002 Free Software Foundation, Inc.
51 Franklin St, Fifth Floor, Boston, MA 02110-1301 USA
Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

0. PREAMBLE

The purpose of this License is to make a manual, textbook, or other functional and useful document "free" in the sense of freedom: to assure everyone the effective freedom to copy and redistribute it, with or without modifying it, either commercially or noncommercially. Secondly, this License preserves for the author and publisher a way to get credit for their work, while not being considered responsible for modifications made by others.

This License is a kind of "copyleft", which means that derivative works of the document must themselves be free in the same sense. It complements the GNU General Public License, which is a copyleft license designed for free software.

We have designed this License in order to use it for manuals for free software, because free software needs free documentation: a free program should come with manuals providing the same freedoms that the software does. But this License is not limited to software manuals; it can be used for any textual work, regardless of subject matter or whether it is published as a printed book. We recommend this License principally for works whose purpose is instruction or reference.

1. APPLICABILITY AND DEFINITIONS

This License applies to any manual or other work, in any medium, that contains a notice placed by the copyright holder saying it can be distributed under the terms of this License. Such a notice grants a

world-wide, royalty-free license, unlimited in duration, to use that work under the conditions stated herein. The "Document", below, refers to any such manual or work. Any member of the public is a licensee, and is addressed as "you". You accept the license if you copy, modify or distribute the work in a way requiring permission under copyright law.

A "Modified Version" of the Document means any work containing the Document or a portion of it, either copied verbatim, or with modifications and/or translated into another language.

A "Secondary Section" is a named appendix or a front-matter section of the Document that deals exclusively with the relationship of the publishers or authors of the Document to the Document's overall subject (or to related matters) and contains nothing that could fall directly within that overall subject. (Thus, if the Document is in part a textbook of mathematics, a Secondary Section may not explain any mathematics.) The relationship could be a matter of historical connection with the subject or with related matters, or of legal, commercial, philosophical, ethical or political position regarding them.

The "Invariant Sections" are certain Secondary Sections whose titles are designated, as being those of Invariant Sections, in the notice that says that the Document is released under this License. If a section does not fit the above definition of Secondary then it is not allowed to be designated as Invariant. The Document may contain zero Invariant Sections. If the Document does not identify any Invariant Sections then there are none.

The "Cover Texts" are certain short passages of text that are listed, as Front-Cover Texts or Back-Cover Texts, in the notice that says that the Document is released under this License. A Front-Cover Text may be at most 5 words, and a Back-Cover Text may be at most 25 words.

A "Transparent" copy of the Document means a machine-readable copy, represented in a format whose specification is available to the general public, that is suitable for revising the document straightforwardly with generic text editors or (for images composed of pixels) generic paint programs or (for drawings) some widely available drawing editor, and that is suitable for input to text formatters or for automatic translation to a variety of formats suitable for input to text formatters. A copy made in an otherwise Transparent file format whose markup, or absence of markup, has been arranged to thwart or discourage subsequent modification by readers is not Transparent. An image format is not Transparent if used for any substantial amount of text. A copy that is not "Transparent" is called "Opaque".

Examples of suitable formats for Transparent copies include plain ASCII without markup, Texinfo input format, LaTeX input format, SGML or XML using a publicly available DTD, and standard-conforming simple HTML, PostScript or PDF designed for human modification. Examples of transparent image formats include PNG, XCF and JPG. Opaque formats include proprietary formats that can be read and edited only by proprietary word processors, SGML or XML for which the DTD and/or processing tools are not generally available, and the machine-generated HTML, PostScript or PDF produced by some word processors for output purposes only.

The "Title Page" means, for a printed book, the title page itself, plus such following pages as are needed to hold, legibly, the material this License requires to appear in the title page. For works in formats which do not have any title page as such, "Title Page" means the text near the most prominent appearance of the work's title,

preceding the beginning of the body of the text.

A section "Entitled XYZ" means a named subunit of the Document whose title either is precisely XYZ or contains XYZ in parentheses following text that translates XYZ in another language. (Here XYZ stands for a specific section name mentioned below, such as "Acknowledgements", "Dedications", "Endorsements", or "History".) To "Preserve the Title" of such a section when you modify the Document means that it remains a section "Entitled XYZ" according to this definition.

The Document may include Warranty Disclaimers next to the notice which states that this License applies to the Document. These Warranty Disclaimers are considered to be included by reference in this License, but only as regards disclaiming warranties: any other implication that these Warranty Disclaimers may have is void and has no effect on the meaning of this License.

2. VERBATIM COPYING

You may copy and distribute the Document in any medium, either commercially or noncommercially, provided that this License, the copyright notices, and the license notice saying this License applies to the Document are reproduced in all copies, and that you add no other conditions whatsoever to those of this License. You may not use technical measures to obstruct or control the reading or further copying of the copies you make or distribute. However, you may accept compensation in exchange for copies. If you distribute a large enough number of copies you must also follow the conditions in section 3.

You may also lend copies, under the same conditions stated above, and you may publicly display copies.

3. COPYING IN QUANTITY

If you publish printed copies (or copies in media that commonly have printed covers) of the Document, numbering more than 100, and the Document's license notice requires Cover Texts, you must enclose the copies in covers that carry, clearly and legibly, all these Cover Texts: Front-Cover Texts on the front cover, and Back-Cover Texts on the back cover. Both covers must also clearly and legibly identify you as the publisher of these copies. The front cover must present the full title with all words of the title equally prominent and visible. You may add other material on the covers in addition. Copying with changes limited to the covers, as long as they preserve the title of the Document and satisfy these conditions, can be treated as verbatim copying in other respects.

If the required texts for either cover are too voluminous to fit legibly, you should put the first ones listed (as many as fit reasonably) on the actual cover, and continue the rest onto adjacent pages.

If you publish or distribute Opaque copies of the Document numbering more than 100, you must either include a machine-readable Transparent copy along with each Opaque copy, or state in or with each Opaque copy a computer-network location from which the general network-using public has access to download using public-standard network protocols a complete Transparent copy of the Document, free of added material. If you use the latter option, you must take reasonably prudent steps, when you begin distribution of Opaque copies in quantity, to ensure that this Transparent copy will remain thus accessible at the stated location until at least one year after the last time you distribute an

Opaque copy (directly or through your agents or retailers) of that edition to the public.

It is requested, but not required, that you contact the authors of the Document well before redistributing any large number of copies, to give them a chance to provide you with an updated version of the Document.

4. MODIFICATIONS

You may copy and distribute a Modified Version of the Document under the conditions of sections 2 and 3 above, provided that you release the Modified Version under precisely this License, with the Modified Version filling the role of the Document, thus licensing distribution and modification of the Modified Version to whoever possesses a copy of it. In addition, you must do these things in the Modified Version:

- A. Use in the Title Page (and on the covers, if any) a title distinct from that of the Document, and from those of previous versions (which should, if there were any, be listed in the History section of the Document). You may use the same title as a previous version if the original publisher of that version gives permission.
- B. List on the Title Page, as authors, one or more persons or entities responsible for authorship of the modifications in the Modified Version, together with at least five of the principal authors of the Document (all of its principal authors, if it has fewer than five), unless they release you from this requirement.
- C. State on the Title page the name of the publisher of the Modified Version, as the publisher.
- D. Preserve all the copyright notices of the Document.
- E. Add an appropriate copyright notice for your modifications adjacent to the other copyright notices.
- F. Include, immediately after the copyright notices, a license notice giving the public permission to use the Modified Version under the terms of this License, in the form shown in the Addendum below.
- G. Preserve in that license notice the full lists of Invariant Sections and required Cover Texts given in the Document's license notice.
- H. Include an unaltered copy of this License.
- I. Preserve the section Entitled "History", Preserve its Title, and add to it an item stating at least the title, year, new authors, and publisher of the Modified Version as given on the Title Page. If there is no section Entitled "History" in the Document, create one stating the title, year, authors, and publisher of the Document as given on its Title Page, then add an item describing the Modified Version as stated in the previous sentence.
- J. Preserve the network location, if any, given in the Document for public access to a Transparent copy of the Document, and likewise the network locations given in the Document for previous versions it was based on. These may be placed in the "History" section. You may omit a network location for a work that was published at least four years before the Document itself, or if the original publisher of the version it refers to gives permission.
- K. For any section Entitled "Acknowledgements" or "Dedications", Preserve the Title of the section, and preserve in the section all the substance and tone of each of the contributor acknowledgements and/or dedications given therein.
- L. Preserve all the Invariant Sections of the Document, unaltered in their text and in their titles. Section numbers or the equivalent are not considered part of the section titles.
- M. Delete any section Entitled "Endorsements". Such a section may not be included in the Modified Version.
- N. Do not retitle any existing section to be Entitled "Endorsements" or to conflict in title with any Invariant Section.
- O. Preserve any Warranty Disclaimers.

If the Modified Version includes new front-matter sections or appendices that qualify as Secondary Sections and contain no material copied from the Document, you may at your option designate some or all of these sections as invariant. To do this, add their titles to the list of Invariant Sections in the Modified Version's license notice. These titles must be distinct from any other section titles.

You may add a section Entitled "Endorsements", provided it contains nothing but endorsements of your Modified Version by various parties—for example, statements of peer review or that the text has been approved by an organization as the authoritative definition of a standard.

You may add a passage of up to five words as a Front-Cover Text, and a passage of up to 25 words as a Back-Cover Text, to the end of the list of Cover Texts in the Modified Version. Only one passage of Front-Cover Text and one of Back-Cover Text may be added by (or through arrangements made by) any one entity. If the Document already includes a cover text for the same cover, previously added by you or by arrangement made by the same entity you are acting on behalf of, you may not add another; but you may replace the old one, on explicit permission from the previous publisher that added the old one.

The author(s) and publisher(s) of the Document do not by this License give permission to use their names for publicity for or to assert or imply endorsement of any Modified Version.

5. COMBINING DOCUMENTS

You may combine the Document with other documents released under this License, under the terms defined in section 4 above for modified versions, provided that you include in the combination all of the Invariant Sections of all of the original documents, unmodified, and list them all as Invariant Sections of your combined work in its license notice, and that you preserve all their Warranty Disclaimers.

The combined work need only contain one copy of this License, and multiple identical Invariant Sections may be replaced with a single copy. If there are multiple Invariant Sections with the same name but different contents, make the title of each such section unique by adding at the end of it, in parentheses, the name of the original author or publisher of that section if known, or else a unique number. Make the same adjustment to the section titles in the list of Invariant Sections in the license notice of the combined work.

In the combination, you must combine any sections Entitled "History" in the various original documents, forming one section Entitled "History"; likewise combine any sections Entitled "Acknowledgements", and any sections Entitled "Dedications". You must delete all sections Entitled "Endorsements".

6. COLLECTIONS OF DOCUMENTS

You may make a collection consisting of the Document and other documents released under this License, and replace the individual copies of this License in the various documents with a single copy that is included in the collection, provided that you follow the rules of this License for verbatim copying of each of the documents in all other respects.

You may extract a single document from such a collection, and distribute it individually under this License, provided you insert a copy of this

License into the extracted document, and follow this License in all other respects regarding verbatim copying of that document.

7. AGGREGATION WITH INDEPENDENT WORKS

A compilation of the Document or its derivatives with other separate and independent documents or works, in or on a volume of a storage or distribution medium, is called an "aggregate" if the copyright resulting from the compilation is not used to limit the legal rights of the compilation's users beyond what the individual works permit. When the Document is included in an aggregate, this License does not apply to the other works in the aggregate which are not themselves derivative works of the Document.

If the Cover Text requirement of section 3 is applicable to these copies of the Document, then if the Document is less than one half of the entire aggregate, the Document's Cover Texts may be placed on covers that bracket the Document within the aggregate, or the electronic equivalent of covers if the Document is in electronic form. Otherwise they must appear on printed covers that bracket the whole aggregate.

8. TRANSLATION

Translation is considered a kind of modification, so you may distribute translations of the Document under the terms of section 4. Replacing Invariant Sections with translations requires special permission from their copyright holders, but you may include translations of some or all Invariant Sections in addition to the original versions of these Invariant Sections. You may include a translation of this License, and all the license notices in the Document, and any Warranty Disclaimers, provided that you also include the original English version of this License and the original versions of those notices and disclaimers. In case of a disagreement between the translation and the original version of this License or a notice or disclaimer, the original version will prevail.

If a section in the Document is Entitled "Acknowledgements", "Dedications", or "History", the requirement (section 4) to Preserve its Title (section 1) will typically require changing the actual title.

9. TERMINATION

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

10. FUTURE REVISIONS OF THIS LICENSE

The Free Software Foundation may publish new, revised versions of the GNU Free Documentation License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. See <http://www.gnu.org/copyleft/>.

Each version of the License is given a distinguishing version number. If the Document specifies that a particular numbered version of this License "or any later version" applies to it, you have the option of following the terms and conditions either of that specified version or of any later version that has been published (not as a draft) by the Free Software Foundation. If the Document does not specify a version number of this License, you may choose any version ever published (not as a draft) by the Free Software Foundation.

ADDENDUM: How to use this License for your documents

To use this License in a document you have written, include a copy of the License in the document and put the following copyright and license notices just after the title page:

```
Copyright (c) YEAR YOUR NAME.
Permission is granted to copy, distribute and/or modify this document
under the terms of the GNU Free Documentation License, Version 1.2
or any later version published by the Free Software Foundation;
with no Invariant Sections, no Front-Cover Texts, and no Back-Cover Texts.
A copy of the license is included in the section entitled "GNU
Free Documentation License".
```

If you have Invariant Sections, Front-Cover Texts and Back-Cover Texts, replace the "with...Texts." line with this:

```
with the Invariant Sections being LIST THEIR TITLES, with the
Front-Cover Texts being LIST, and with the Back-Cover Texts being LIST.
```

If you have Invariant Sections without Cover Texts, or some other combination of the three, merge those two alternatives to suit the situation.

If your document contains nontrivial examples of program code, we recommend releasing these examples in parallel under your choice of free software license, such as the GNU General Public License, to permit their use in free software.

GNU Free Documentation License Version 1.3, 3 November 2008

Copyright (C) 2000, 2001, 2002, 2007, 2008 Free Software Foundation, Inc.
<<http://fsf.org/>>

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

0. PREAMBLE

The purpose of this License is to make a manual, textbook, or other functional and useful document "free" in the sense of freedom: to assure everyone the effective freedom to copy and redistribute it, with or without modifying it, either commercially or noncommercially. Secondly, this License preserves for the author and publisher a way to get credit for their work, while not being considered responsible for modifications made by others.

This License is a kind of "copyleft", which means that derivative works of the document must themselves be free in the same sense. It complements the GNU General Public License, which is a copyleft license designed for free software.

We have designed this License in order to use it for manuals for free software, because free software needs free documentation: a free program should come with manuals providing the same freedoms that the software does. But this License is not limited to software manuals; it can be used for any textual work, regardless of subject matter or whether it is published as a printed book. We recommend this License principally for works whose purpose is instruction or reference.

1. APPLICABILITY AND DEFINITIONS

This License applies to any manual or other work, in any medium, that contains a notice placed by the copyright holder saying it can be distributed under the terms of this License. Such a notice grants a world-wide, royalty-free license, unlimited in duration, to use that work under the conditions stated herein. The "Document", below, refers to any such manual or work. Any member of the public is a licensee, and is addressed as "you". You accept the license if you copy, modify or distribute the work in a way requiring permission under copyright law.

A "Modified Version" of the Document means any work containing the Document or a portion of it, either copied verbatim, or with modifications and/or translated into another language.

A "Secondary Section" is a named appendix or a front-matter section of the Document that deals exclusively with the relationship of the publishers or authors of the Document to the Document's overall subject (or to related matters) and contains nothing that could fall directly within that overall subject. (Thus, if the Document is in part a textbook of mathematics, a Secondary Section may not explain any mathematics.) The relationship could be a matter of historical connection with the subject or with related matters, or of legal, commercial, philosophical, ethical or political position regarding them.

The "Invariant Sections" are certain Secondary Sections whose titles are designated, as being those of Invariant Sections, in the notice that says that the Document is released under this License. If a section does not fit the above definition of Secondary then it is not allowed to be designated as Invariant. The Document may contain zero Invariant Sections. If the Document does not identify any Invariant Sections then there are none.

The "Cover Texts" are certain short passages of text that are listed, as Front-Cover Texts or Back-Cover Texts, in the notice that says that the Document is released under this License. A Front-Cover Text may be at most 5 words, and a Back-Cover Text may be at most 25 words.

A "Transparent" copy of the Document means a machine-readable copy, represented in a format whose specification is available to the general public, that is suitable for revising the document straightforwardly with generic text editors or (for images composed of pixels) generic paint programs or (for drawings) some widely available drawing editor, and that is suitable for input to text formatters or for automatic translation to a variety of formats suitable for input to text formatters. A copy made in an otherwise Transparent file format whose markup, or absence of markup, has been arranged to thwart or discourage subsequent modification by readers is not Transparent. An image format is not Transparent if used for any substantial amount of text. A copy that is not "Transparent" is called "Opaque".

Examples of suitable formats for Transparent copies include plain

ASCII without markup, Texinfo input format, LaTeX input format, SGML or XML using a publicly available DTD, and standard-conforming simple HTML, PostScript or PDF designed for human modification. Examples of transparent image formats include PNG, XCF and JPG. Opaque formats include proprietary formats that can be read and edited only by proprietary word processors, SGML or XML for which the DTD and/or processing tools are not generally available, and the machine-generated HTML, PostScript or PDF produced by some word processors for output purposes only.

The "Title Page" means, for a printed book, the title page itself, plus such following pages as are needed to hold, legibly, the material this License requires to appear in the title page. For works in formats which do not have any title page as such, "Title Page" means the text near the most prominent appearance of the work's title, preceding the beginning of the body of the text.

The "publisher" means any person or entity that distributes copies of the Document to the public.

A section "Entitled XYZ" means a named subunit of the Document whose title either is precisely XYZ or contains XYZ in parentheses following text that translates XYZ in another language. (Here XYZ stands for a specific section name mentioned below, such as "Acknowledgements", "Dedications", "Endorsements", or "History".) To "Preserve the Title" of such a section when you modify the Document means that it remains a section "Entitled XYZ" according to this definition.

The Document may include Warranty Disclaimers next to the notice which states that this License applies to the Document. These Warranty Disclaimers are considered to be included by reference in this License, but only as regards disclaiming warranties: any other implication that these Warranty Disclaimers may have is void and has no effect on the meaning of this License.

2. VERBATIM COPYING

You may copy and distribute the Document in any medium, either commercially or noncommercially, provided that this License, the copyright notices, and the license notice saying this License applies to the Document are reproduced in all copies, and that you add no other conditions whatsoever to those of this License. You may not use technical measures to obstruct or control the reading or further copying of the copies you make or distribute. However, you may accept compensation in exchange for copies. If you distribute a large enough number of copies you must also follow the conditions in section 3.

You may also lend copies, under the same conditions stated above, and you may publicly display copies.

3. COPYING IN QUANTITY

If you publish printed copies (or copies in media that commonly have printed covers) of the Document, numbering more than 100, and the Document's license notice requires Cover Texts, you must enclose the copies in covers that carry, clearly and legibly, all these Cover Texts: Front-Cover Texts on the front cover, and Back-Cover Texts on the back cover. Both covers must also clearly and legibly identify you as the publisher of these copies. The front cover must present the full title with all words of the title equally prominent and visible. You may add other material on the covers in addition. Copying with changes limited to the covers, as long as they preserve the title of the Document and satisfy these conditions, can be treated

as verbatim copying in other respects.

If the required texts for either cover are too voluminous to fit legibly, you should put the first ones listed (as many as fit reasonably) on the actual cover, and continue the rest onto adjacent pages.

If you publish or distribute Opaque copies of the Document numbering more than 100, you must either include a machine-readable Transparent copy along with each Opaque copy, or state in or with each Opaque copy a computer-network location from which the general network-using public has access to download using public-standard network protocols a complete Transparent copy of the Document, free of added material. If you use the latter option, you must take reasonably prudent steps, when you begin distribution of Opaque copies in quantity, to ensure that this Transparent copy will remain thus accessible at the stated location until at least one year after the last time you distribute an Opaque copy (directly or through your agents or retailers) of that edition to the public.

It is requested, but not required, that you contact the authors of the Document well before redistributing any large number of copies, to give them a chance to provide you with an updated version of the Document.

4. MODIFICATIONS

You may copy and distribute a Modified Version of the Document under the conditions of sections 2 and 3 above, provided that you release the Modified Version under precisely this License, with the Modified Version filling the role of the Document, thus licensing distribution and modification of the Modified Version to whoever possesses a copy of it. In addition, you must do these things in the Modified Version:

- A. Use in the Title Page (and on the covers, if any) a title distinct from that of the Document, and from those of previous versions (which should, if there were any, be listed in the History section of the Document). You may use the same title as a previous version if the original publisher of that version gives permission.
- B. List on the Title Page, as authors, one or more persons or entities responsible for authorship of the modifications in the Modified Version, together with at least five of the principal authors of the Document (all of its principal authors, if it has fewer than five), unless they release you from this requirement.
- C. State on the Title page the name of the publisher of the Modified Version, as the publisher.
- D. Preserve all the copyright notices of the Document.
- E. Add an appropriate copyright notice for your modifications adjacent to the other copyright notices.
- F. Include, immediately after the copyright notices, a license notice giving the public permission to use the Modified Version under the terms of this License, in the form shown in the Addendum below.
- G. Preserve in that license notice the full lists of Invariant Sections and required Cover Texts given in the Document's license notice.
- H. Include an unaltered copy of this License.
- I. Preserve the section Entitled "History", Preserve its Title, and add to it an item stating at least the title, year, new authors, and publisher of the Modified Version as given on the Title Page. If there is no section Entitled "History" in the Document, create one stating the title, year, authors, and publisher of the Document as given on its Title Page, then add an item describing the Modified Version as stated in the previous sentence.
- J. Preserve the network location, if any, given in the Document for

public access to a Transparent copy of the Document, and likewise the network locations given in the Document for previous versions it was based on. These may be placed in the "History" section. You may omit a network location for a work that was published at least four years before the Document itself, or if the original publisher of the version it refers to gives permission.

- K. For any section Entitled "Acknowledgements" or "Dedications", Preserve the Title of the section, and preserve in the section all the substance and tone of each of the contributor acknowledgements and/or dedications given therein.
- L. Preserve all the Invariant Sections of the Document, unaltered in their text and in their titles. Section numbers or the equivalent are not considered part of the section titles.
- M. Delete any section Entitled "Endorsements". Such a section may not be included in the Modified Version.
- N. Do not retitle any existing section to be Entitled "Endorsements" or to conflict in title with any Invariant Section.
- O. Preserve any Warranty Disclaimers.

If the Modified Version includes new front-matter sections or appendices that qualify as Secondary Sections and contain no material copied from the Document, you may at your option designate some or all of these sections as invariant. To do this, add their titles to the list of Invariant Sections in the Modified Version's license notice. These titles must be distinct from any other section titles.

You may add a section Entitled "Endorsements", provided it contains nothing but endorsements of your Modified Version by various parties—for example, statements of peer review or that the text has been approved by an organization as the authoritative definition of a standard.

You may add a passage of up to five words as a Front-Cover Text, and a passage of up to 25 words as a Back-Cover Text, to the end of the list of Cover Texts in the Modified Version. Only one passage of Front-Cover Text and one of Back-Cover Text may be added by (or through arrangements made by) any one entity. If the Document already includes a cover text for the same cover, previously added by you or by arrangement made by the same entity you are acting on behalf of, you may not add another; but you may replace the old one, on explicit permission from the previous publisher that added the old one.

The author(s) and publisher(s) of the Document do not by this License give permission to use their names for publicity for or to assert or imply endorsement of any Modified Version.

5. COMBINING DOCUMENTS

You may combine the Document with other documents released under this License, under the terms defined in section 4 above for modified versions, provided that you include in the combination all of the Invariant Sections of all of the original documents, unmodified, and list them all as Invariant Sections of your combined work in its license notice, and that you preserve all their Warranty Disclaimers.

The combined work need only contain one copy of this License, and multiple identical Invariant Sections may be replaced with a single copy. If there are multiple Invariant Sections with the same name but different contents, make the title of each such section unique by adding at the end of it, in parentheses, the name of the original author or publisher of that section if known, or else a unique number. Make the same adjustment to the section titles in the list of Invariant Sections in the license notice of the combined work.

In the combination, you must combine any sections Entitled "History" in the various original documents, forming one section Entitled "History"; likewise combine any sections Entitled "Acknowledgements", and any sections Entitled "Dedications". You must delete all sections Entitled "Endorsements".

6. COLLECTIONS OF DOCUMENTS

You may make a collection consisting of the Document and other documents released under this License, and replace the individual copies of this License in the various documents with a single copy that is included in the collection, provided that you follow the rules of this License for verbatim copying of each of the documents in all other respects.

You may extract a single document from such a collection, and distribute it individually under this License, provided you insert a copy of this License into the extracted document, and follow this License in all other respects regarding verbatim copying of that document.

7. AGGREGATION WITH INDEPENDENT WORKS

A compilation of the Document or its derivatives with other separate and independent documents or works, in or on a volume of a storage or distribution medium, is called an "aggregate" if the copyright resulting from the compilation is not used to limit the legal rights of the compilation's users beyond what the individual works permit. When the Document is included in an aggregate, this License does not apply to the other works in the aggregate which are not themselves derivative works of the Document.

If the Cover Text requirement of section 3 is applicable to these copies of the Document, then if the Document is less than one half of the entire aggregate, the Document's Cover Texts may be placed on covers that bracket the Document within the aggregate, or the electronic equivalent of covers if the Document is in electronic form. Otherwise they must appear on printed covers that bracket the whole aggregate.

8. TRANSLATION

Translation is considered a kind of modification, so you may distribute translations of the Document under the terms of section 4. Replacing Invariant Sections with translations requires special permission from their copyright holders, but you may include translations of some or all Invariant Sections in addition to the original versions of these Invariant Sections. You may include a translation of this License, and all the license notices in the Document, and any Warranty Disclaimers, provided that you also include the original English version of this License and the original versions of those notices and disclaimers. In case of a disagreement between the translation and the original version of this License or a notice or disclaimer, the original version will prevail.

If a section in the Document is Entitled "Acknowledgements", "Dedications", or "History", the requirement (section 4) to Preserve its Title (section 1) will typically require changing the actual title.

9. TERMINATION

You may not copy, modify, sublicense, or distribute the Document except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, or distribute it is void, and will automatically terminate your rights under this License.

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

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

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, receipt of a copy of some or all of the same material does not give you any rights to use it.

10. FUTURE REVISIONS OF THIS LICENSE

The Free Software Foundation may publish new, revised versions of the GNU Free Documentation License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. See <http://www.gnu.org/copyleft/>.

Each version of the License is given a distinguishing version number. If the Document specifies that a particular numbered version of this License "or any later version" applies to it, you have the option of following the terms and conditions either of that specified version or of any later version that has been published (not as a draft) by the Free Software Foundation. If the Document does not specify a version number of this License, you may choose any version ever published (not as a draft) by the Free Software Foundation. If the Document specifies that a proxy can decide which future versions of this License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Document.

11. RELICENSING

"Massive Multiauthor Collaboration Site" (or "MMC Site") means any World Wide Web server that publishes copyrightable works and also provides prominent facilities for anybody to edit those works. A public wiki that anybody can edit is an example of such a server. A "Massive Multiauthor Collaboration" (or "MMC") contained in the site means any set of copyrightable works thus published on the MMC site.

"CC-BY-SA" means the Creative Commons Attribution-Share Alike 3.0 license published by Creative Commons Corporation, a not-for-profit corporation with a principal place of business in San Francisco, California, as well as future copyleft versions of that license published by that same organization.

"Incorporate" means to publish or republish a Document, in whole or in part, as part of another Document.

An MMC is "eligible for relicensing" if it is licensed under this License, and if all works that were first published under this License somewhere other than this MMC, and subsequently incorporated in whole or in part into the MMC, (1) had no cover texts or invariant sections, and (2) were thus incorporated prior to November 1, 2008.

The operator of an MMC Site may republish an MMC contained in the site under CC-BY-SA on the same site at any time before August 1, 2009, provided the MMC is eligible for relicensing.

ADDENDUM: How to use this License for your documents

To use this License in a document you have written, include a copy of the License in the document and put the following copyright and license notices just after the title page:

Copyright (c) YEAR YOUR NAME.
Permission is granted to copy, distribute and/or modify this document under the terms of the GNU Free Documentation License, Version 1.3 or any later version published by the Free Software Foundation; with no Invariant Sections, no Front-Cover Texts, and no Back-Cover Texts. A copy of the license is included in the section entitled "GNU Free Documentation License".

If you have Invariant Sections, Front-Cover Texts and Back-Cover Texts, replace the "with...Texts." line with this:

with the Invariant Sections being LIST THEIR TITLES, with the Front-Cover Texts being LIST, and with the Back-Cover Texts being LIST.

If you have Invariant Sections without Cover Texts, or some other combination of the three, merge those two alternatives to suit the situation.

If your document contains nontrivial examples of program code, we recommend releasing these examples in parallel under your choice of free software license, such as the GNU General Public License, to permit their use in free software.

GNU General Public License, version 1

GNU GENERAL PUBLIC LICENSE
Version 1, February 1989

Copyright (C) 1989 Free Software Foundation, Inc.
51 Franklin St, Fifth Floor, Boston, MA 02110-1301 USA
Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The license agreements of most software companies try to keep users at the mercy of those companies. By contrast, our General Public License is intended to guarantee your freedom to share and change free software—to make sure the software is free for all its users. The General Public License applies to the Free Software Foundation's software and to any other program whose authors commit to using it. You can use it for your programs, too.

When we speak of free software, we are referring to freedom, not price. Specifically, the General Public License is designed to make sure that you have the freedom to give away or sell copies of free software, that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

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

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

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

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

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

GNU GENERAL PUBLIC LICENSE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any work containing the Program or a portion of it, either verbatim or with modifications. Each licensee is addressed as "you".

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

2. You may modify your copy or copies of the Program or any portion of it, and copy and distribute such modifications under the terms of Paragraph 1 above, provided that you also do the following:

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

b) cause the whole of any work that you distribute or publish, that in whole or in part contains the Program or any part thereof, either with or without modifications, to be licensed at no charge to all third parties under the terms of this General Public License (except that you may choose to grant warranty protection to some or all

third parties, at your option).

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the simplest and most usual way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this General Public License.

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

Mere aggregation of another independent work with the Program (or its derivative) on a volume of a storage or distribution medium does not bring the other work under the scope of these terms.

3. You may copy and distribute the Program (or a portion or derivative of it, under Paragraph 2) in object code or executable form under the terms of Paragraphs 1 and 2 above provided that you also do one of the following:

a) accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Paragraphs 1 and 2 above; or,

b) accompany it with a written offer, valid for at least three years, to give any third party free (except for a nominal charge for the cost of distribution) a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Paragraphs 1 and 2 above; or,

c) accompany it with the information you received as to where the corresponding source code may be obtained. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form alone.)

Source code for a work means the preferred form of the work for making modifications to it. For an executable file, complete source code means all the source code for all modules it contains; but, as a special exception, it need not include source code for modules which are standard libraries that accompany the operating system on which the executable file runs, or for standard header files or definitions files that accompany that operating system.

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

5. By copying, distributing or modifying the Program (or any work based on the Program) you indicate your acceptance of this license to do so, and all its terms and conditions.

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

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

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

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

NO WARRANTY

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

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

END OF TERMS AND CONDITIONS

Appendix: How to Apply These Terms to Your New Programs

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

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

```
<one line to give the program's name and a brief idea of what it does.>  
Copyright (C) 19yy <name of author>
```

```
This program is free software; you can redistribute it and/or modify  
it under the terms of the GNU General Public License as published by  
the Free Software Foundation; either version 1, or (at your option)
```

any later version.

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 675 Mass Ave, Cambridge, MA 02139, USA.

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

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

```
Gnomovision version 69, Copyright (C) 19xx name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w`.
This is free software, and you are welcome to redistribute it
under certain conditions; type `show c` for details.
```

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

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

```
Yoyodyne, Inc., hereby disclaims all copyright interest in the
program `Gnomovision` (a program to direct compilers to make passes
at assemblers) written by James Hacker.
```

```
<signature of Ty Coon>, 1 April 1989
Ty Coon, President of Vice
```

That's all there is to it!

GNU GENERAL PUBLIC LICENSE

Version 1, February 1989

Copyright (C) 1989 Free Software Foundation, Inc. 51 Franklin St, Fifth Floor, Boston, MA 02110-1301 USA

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

Preamble

The license agreements of most software companies try to keep users at the mercy of those companies. By contrast, our General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. The General Public License applies to the Free Software Foundation's software and to any other program whose authors commit to using it. You can use it for your programs, too.

When we speak of free software, we are referring to freedom, not price. Specifically, the General Public License is designed to make sure that you have the freedom to give away or sell copies of free software, that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

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

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

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

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

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

GNU GENERAL PUBLIC LICENSE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any work containing the Program or a portion of it, either verbatim or with modifications. Each licensee is addressed as "you".

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

2. You may modify your copy or copies of the Program or any portion of it, and copy and distribute such modifications under the terms of Paragraph 1 above, provided that you also do the following:

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

b) cause the whole of any work that you distribute or publish, that in whole or in part contains the Program or any part thereof, either with or without modifications, to be licensed at no charge to all third parties under the terms of this General Public License (except that you may choose to grant warranty protection to some or all third parties, at your option).

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the simplest and most usual way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this General Public License.

d) You may charge a fee for the physical act of transferring a copy, and you

may at your option offer warranty protection in exchange for a fee.

Mere aggregation of another independent work with the Program (or its derivative) on a volume of a storage or distribution medium does not bring the other work under the scope of these terms.

3. You may copy and distribute the Program (or a portion or derivative of it, under Paragraph 2) in object code or executable form under the terms of Paragraphs 1 and 2 above provided that you also do one of the following:

- a) accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Paragraphs 1 and 2 above; or,
- b) accompany it with a written offer, valid for at least three years, to give any third party free (except for a nominal charge for the cost of distribution) a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Paragraphs 1 and 2 above; or,
- c) accompany it with the information you received as to where the corresponding source code may be obtained. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form alone.)

Source code for a work means the preferred form of the work for making modifications to it. For an executable file, complete source code means all the source code for all modules it contains; but, as a special exception, it need not include source code for modules which are standard libraries that accompany the operating system on which the executable file runs, or for standard header files or definitions files that accompany that operating system.

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

5. By copying, distributing or modifying the Program (or any work based on the Program) you indicate your acceptance of this license to do so, and all its terms and conditions.

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

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

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

8. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this.

Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY 9.

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

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

Appendix: How to Apply These Terms to Your New Programs

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

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

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

Copyright (C) 19yy <name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 1, or (at your option) any later version.

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 675 Mass Ave, Cambridge, MA 02139, USA.

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

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

Gnomovision version 69, Copyright (C) 19xx name of author Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'. This is free software, and you are welcome to redistribute it under certain conditions; type `show c' for details.

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in the program `Gnomovision' (a program to direct compilers to make passes at assemblers) written by James Hacker.

<signature of Ty Coon>, 1 April 1989 Ty Coon, President of Vice

That's all there is to it!

insert GPL v2 text here

Bison Exception

As a special exception, you may create a larger work that contains part or all of the Bison parser skeleton and distribute that work under terms of your choice, so long as that work isn't itself a parser generator using the skeleton or a modified version thereof as a parser skeleton. Alternatively, if you modify or redistribute the parser skeleton itself, you may (at your option) remove this special exception, which will cause the skeleton and the resulting Bison output files to be licensed under the GNU General Public License without this special exception.

This special exception was added by the Free Software Foundation in version 2.2 of Bison.

GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.
51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA

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

Preamble

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

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

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

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

they know their rights.

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

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

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

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

- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

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

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

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

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

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

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

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

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

License.

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

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

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

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

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

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

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

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

NO WARRANTY

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

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

one line to give the program's name and an idea of what it does.
Copyright (C) yyyy name of author

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

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA. Also add information on how to contact you by electronic and paper mail.

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

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

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

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

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

signature of Ty Coon, 1 April 1989
Ty Coon, President of Vice

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

GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

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

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

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

Preamble

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. If, as a consequence of a court judgment or allegation of patent infringement

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

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

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

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

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

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

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

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

NO WARRANTY

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

THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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

How to Apply These Terms to Your New Programs

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

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

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

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

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

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

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

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

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

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

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

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

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

<signature of Ty Coon>, 1 April 1989 Ty Coon, President of Vice This General Public License does not permit incorporating your program into proprietary

programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License.

insert GPL v2 text here

GCC Linking Exception

In addition to the permissions in the GNU General Public License, the Free Software Foundation gives you unlimited permission to link the compiled version of this file into combinations with other programs, and to distribute those combinations without any restriction coming from the use of this file. (The General Public License restrictions do apply in other respects; for example, they cover modification of the file, and distribution when not linked into a combine executable.)

GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.
51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA

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

Preamble

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

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

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

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

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

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they

have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

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

- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control

the distribution of derivative or collective works based on the Program.

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

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

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

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

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

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

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

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

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

Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

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

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

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

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

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

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

NO WARRANTY

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

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

one line to give the program's name and an idea of what it does.
Copyright (C) yyyy name of author

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

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA. Also add information on how to contact you by electronic and paper mail.

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

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

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

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

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

signature of Ty Coon, 1 April 1989

Ty Coon, President of Vice

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

In addition, as a special exception, the copyright holder gives permission to link the code of this program with any version of the OpenSSL library which is distributed

under a license identical to that listed in the included COPYING.OpenSSL file, and distribute linked combinations including the two. You must obey the GNU General Public License in all respects for all of the code used other than OpenSSL. If you modify this file, you may extend this exception to your version of the file, but you are not obligated to do so. If you do not wish to do so, delete this exception statement from your version.

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation, version 2 of the License

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 675 Mass Ave, Cambridge, MA 02139, USA.

LICENSE ISSUES

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

OpenSSL License

```
/* =====  
* Copyright (c) 1998-2002 The OpenSSL Project. All rights reserved.  
*  
* Redistribution and use in source and binary forms, with or without  
* modification, are permitted provided that the following conditions  
* are met:  
*  
* 1. Redistributions of source code must retain the above copyright  
* notice, this list of conditions and the following disclaimer.  
*  
* 2. Redistributions in binary form must reproduce the above copyright  
* notice, this list of conditions and the following disclaimer in  
* the documentation and/or other materials provided with the  
* distribution.  
*  
* 3. All advertising materials mentioning features or use of this  
* software must display the following acknowledgment:  
* "This product includes software developed by the OpenSSL Project  
* for use in the OpenSSL Toolkit. (http://www.openssl.org/)"  
*  
* 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to  
* endorse or promote products derived from this software without  
* prior written permission. For written permission, please contact  
* openssl-core@openssl.org.  
*  
* 5. Products derived from this software may not be called "OpenSSL"  
* nor may "OpenSSL" appear in their names without prior written  
* permission of the OpenSSL Project.
```

```

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

```

Original SSLeay License

```

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

```

```

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

```

insert GPL v2 license text here

As a special exception, the respective Autoconf Macro's copyright owner gives unlimited permission to copy, distribute and modify the configure scripts that are the output of Autoconf when processing the Macro. You need not follow the terms of the GNU General Public License when using or

This special exception to the GPL applies to versions of the Autoconf Macro released by the Autoconf Archive. When you make and distribute a modified version of the Autoconf Macro, you may extend this special exception to the GPL to apply to your modified version as well.

insert GPL v2 license text here

Linking this library statically or dynamically with other modules is making a combined work based on this library. Thus, the terms and conditions of the GNU General Public License cover the whole combination.

As a special exception, the copyright holders of this library give you permission to link this library with independent modules to produce an executable, regardless of the license terms of these independent modules, and to copy and distribute the resulting executable under terms of your choice, provided that you also meet, for each linked independent module, the terms and conditions of the license of that module. An independent module is a module which is not derived from or based on this library. If you modify this library, you may extend this exception to your version of the library, but you are not obligated to do so. If you do not wish to do so, delete this exception statement from your version.

insert GPL v2 text here

Font Exception

As a special exception, if you create a document which uses this font, and embed this font or unaltered portions of this font into the document, this font does not by itself cause the resulting document to be covered by the GNU General Public License. This exception does not however invalidate any other reasons why the document might be covered by the GNU General Public License. If you modify this font, you may extend this exception to your version of the font, but you are not obligated to do so. If you do not wish to do so, delete this exception statement from your version.

insert GPL v3 text here

Bison Exception

As a special exception, you may create a larger work that contains part or all of the Bison parser skeleton and distribute that work under terms of your choice, so long as that work isn't itself a parser generator using the skeleton or a modified version thereof as a parser skeleton. Alternatively, if you modify or redistribute the parser skeleton itself, you may (at your option) remove this special exception, which will cause the skeleton and the resulting Bison output files to be licensed under the GNU General Public License without this special exception. This special exception was added by the Free Software Foundation in version 2.2 of Bison.

GNU GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

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

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

Preamble

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

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

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

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

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

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

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

Some devices are designed to deny users access to install or run modified versions of

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

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

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

TERMS AND CONDITIONS

0. Definitions.

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

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

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

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

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

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

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

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

1. Source Code.

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

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

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the

work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

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

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

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

2. Basic Permissions.

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

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

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

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

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

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

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

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

5. Conveying Modified Source Versions.

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

- * a) The work must carry prominent notices stating that you modified it, and giving a relevant date.

- * b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".

- * c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.

- * d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

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

6. Conveying Non-Source Forms.

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

- * a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.

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

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

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

- * e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being

offered to the general public at no charge under subsection 6d.

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

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

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

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

“Additional permissions” are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- * a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- * b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- * c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- * d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- * e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- * f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered “further restrictions” within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An “entity transaction” is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party’s predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

11. Patents.

A “contributor” is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor’s “contributor version” .

A contributor’s “essential patent claims” are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, “control” includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor’s essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a “patent license” is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To “grant” such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. “Knowingly relying” means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient’s use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is “discriminatory” if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others’ Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License “or any later version” applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy’s public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively state the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

```
<one line to give the program's name and a brief idea of what it does.>  
Copyright (C) <year> <name of author>
```

```
This program is free software: you can redistribute it and/or modify  
it under the terms of the GNU General Public License as published by  
the Free Software Foundation, either version 3 of the License, or  
(at your option) any later version.
```

```
This program is distributed in the hope that it will be useful,  
but WITHOUT ANY WARRANTY; without even the implied warranty of  
MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the  
GNU General Public License for more details.
```

```
You should have received a copy of the GNU General Public License  
along with this program. If not, see <http://www.gnu.org/licenses/>.
```

Also add information on how to contact you by electronic and paper mail.

If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

```
<program> Copyright (C) <year> <name of author>  
This program comes with ABSOLUTELY NO WARRANTY; for details type `show w'.  
This is free software, and you are welcome to redistribute it  
under certain conditions; type `show c' for details.
```

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an "about box" .

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary. For more information on this, and how to apply and follow the GNU GPL, see <<http://www.gnu.org/licenses/>>.

The GNU General Public License does not permit incorporating your program into

proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License. But first, please read <<http://www.gnu.org/philosophy/why-not-lgpl.html>>.

GNU GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright © 2007 Free Software Foundation, Inc. <<https://fsf.org/>>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program—to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose

computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential

component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section

7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License

by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

11. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this

License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee. END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively state the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>

Copyright (C) <year> <name of author>

This program is free software: you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program. If not, see <<https://www.gnu.org/licenses/>>.

Also add information on how to contact you by electronic and paper mail.

If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

<program> Copyright (C) <year> <name of author>

This program comes with ABSOLUTELY NO WARRANTY; for details type `show w`.

This is free software, and you are welcome to redistribute it under certain conditions; type `show c` for details.

The hypothetical commands `show w` and `show c` should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an "about box".

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary. For more information on this, and how to apply and follow the GNU GPL, see <<https://www.gnu.org/licenses/>>.

The GNU General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License. But first, please read <<https://www.gnu.org/licenses/why-not-lgpl.html>>.

insert GPL v3 text here

GCC RUNTIME LIBRARY EXCEPTION
Version 3.1, 31 March 2009

General information:

<http://www.gnu.org/licenses/gcc-exception.html>

Copyright (C) 2009 Free Software Foundation, Inc. <<http://fsf.org/>>

Everyone is permitted to copy and distribute verbatim copies of this license document,

but changing it is not allowed.

This GCC Runtime Library Exception ("Exception") is an additional permission under section 7 of the GNU General Public License, version 3 ("GPLv3"). It applies to a given file (the "Runtime Library") that bears a notice placed by the copyright holder of the file stating that the file is governed by GPLv3 along with this Exception.

When you use GCC to compile a program, GCC may combine portions of certain GCC header files and runtime libraries with the compiled program. The purpose of this Exception is to allow compilation of non-GPL (including proprietary) programs to use, in this way, the header files and runtime libraries covered by this Exception.

0. Definitions.

A file is an "Independent Module" if it either requires the Runtime Library for execution after a Compilation Process, or makes use of an interface provided by the Runtime Library, but is not otherwise based on the Runtime Library.

"GCC" means a version of the GNU Compiler Collection, with or without modifications, governed by version 3 (or a specified later version) of the GNU General Public License (GPL) with the option of using any subsequent versions published by the FSF.

"GPL-compatible Software" is software whose conditions of propagation, modification and use would permit combination with GCC in accord with the license of GCC.

"Target Code" refers to output from any compiler for a real or virtual target processor architecture, in executable form or suitable for input to an assembler, loader, linker and/or execution phase. Notwithstanding that, Target Code does not include data in any format that is used as a compiler intermediate representation, or used for producing a compiler intermediate representation.

The "Compilation Process" transforms code entirely represented in non-intermediate languages designed for human-written code, and/or in Java Virtual Machine byte code, into Target Code. Thus, for example, use of source code generators and preprocessors need not be considered part of the Compilation Process, since the Compilation Process can be understood as starting with the output of the generators or preprocessors.

A Compilation Process is "Eligible" if it is done using GCC, alone or with other GPL-compatible software, or if it is done without using any work based on GCC. For example, using non-GPL-compatible Software to optimize any GCC intermediate representations would not qualify as an Eligible Compilation Process.

1. Grant of Additional Permission.

You have permission to propagate a work of Target Code formed by combining the Runtime Library with Independent Modules, even if such propagation would otherwise violate the terms of GPLv3, provided that all Target Code was generated by Eligible Compilation Processes. You may then convey such a combination under terms of your choice, consistent with the licensing of the Independent Modules.

2. No Weakening of GCC Copyleft.

The availability of this Exception does not imply any general presumption that third-party software is unaffected by the copyleft requirements of the license of GCC.

insert GPL v3 text here

AUTOCONF CONFIGURE SCRIPT EXCEPTION

Version 3.0, 18 August 2009

Copyright © 2009 Free Software Foundation, Inc. <<http://fsf.org/>>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

This Exception is an additional permission under section 7 of the GNU General Public License, version 3 ("GPLv3"). It applies to a given file that bears a notice placed by the copyright holder of the file stating that the file is governed by GPLv3 along with this Exception.

The purpose of this Exception is to allow distribution of Autoconf's typical output under terms of the recipient's choice (including proprietary).

0. Definitions.

"Covered Code" is the source or object code of a version of Autoconf that is a covered work under this License.

"Normally Copied Code" for a version of Autoconf means all parts of its Covered Code which that version can copy from its code (i.e., not from its input file) into its minimally verbose, non-debugging and non-tracing output.

"Ineligible Code" is Covered Code that is not Normally Copied Code.

1. Grant of Additional Permission.

You have permission to propagate output of Autoconf, even if such propagation would otherwise violate the terms of GPLv3. However, if by modifying Autoconf you cause any Ineligible Code of the version you received to become Normally Copied Code of your modified version, then you void this Exception for the resulting covered work. If you convey that resulting covered work, you must remove this Exception in accordance with the second paragraph of Section 7 of GPLv3.

2. No Weakening of Autoconf Copyleft.

The availability of this Exception does not imply any general presumption that third-party software is unaffected by the copyleft requirements of the license of Autoconf.

Historical Permission Notice and Disclaimer

<copyright notice>

Permission to use, copy, modify and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies[,] [and] that both [that] [the] copyright notice and this permission notice appear in supporting documentation[, and that the name [of] <copyright holder> [or <related entities>] not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission]. [<copyright holder> makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.]

[<copyright holder> DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS[,] [.] IN NO EVENT SHALL <copyright holder> BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.]

COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1995–2012 International Business Machines Corporation and others

All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE

COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

All trademarks and registered trademarks mentioned herein are the property of their respective owners.

IPA Font License Agreement v1.0

The Licensor provides the Licensed Program (as defined in Article 1 below) under the terms of this license agreement ("Agreement"). Any use, reproduction or distribution of the Licensed Program, or any exercise of rights under this Agreement by a Recipient (as defined in Article 1 below) constitutes the Recipient's acceptance of this Agreement.

Article 1 (Definitions)

1. "Digital Font Program" shall mean a computer program containing, or used to render or display fonts.
2. "Licensed Program" shall mean a Digital Font Program licensed by the Licensor under this Agreement.
3. "Derived Program" shall mean a Digital Font Program created as a result of a modification, addition, deletion, replacement or any other adaptation to or of a part or all of the Licensed Program, and includes a case where a Digital Font Program newly created by retrieving font information from a part or all of the Licensed Program or Embedded Fonts from a Digital Document File with or without modification of the retrieved font information.
4. "Digital Content" shall mean products provided to end users in the form of digital data, including video content, motion and/or still pictures, TV programs or other broadcasting content and products consisting of character text, pictures, photographic images, graphic symbols and/or the like.
5. "Digital Document File" shall mean a PDF file or other Digital Content created by various software programs in which a part or all of the Licensed Program becomes embedded or contained in the file for the display of the font ("Embedded Fonts"). Embedded Fonts are used only in the display of characters in the particular Digital Document File within which they are embedded, and shall be distinguished from those in any Digital Font Program, which may be used for display of characters outside that particular Digital Document File.
6. "Computer" shall include a server in this Agreement.
7. "Reproduction and Other Exploitation" shall mean reproduction, transfer, distribution, lease, public transmission, presentation, exhibition, adaptation and any other exploitation.
8. "Recipient" shall mean anyone who receives the Licensed Program under this Agreement, including one that receives the Licensed Program from a Recipient.

Article 2 (Grant of License)

The Licensor grants to the Recipient a license to use the Licensed Program in any and all countries in accordance with each of the provisions set forth in this Agreement. However, any and all rights underlying in the Licensed Program shall be held by the Licensor. In no sense is this Agreement intended to transfer any right relating to the Licensed Program held by the Licensor except as specifically set forth herein or any right relating to any trademark, trade name, or service mark to the Recipient.

1. The Recipient may install the Licensed Program on any number of Computers and use the same in accordance with the provisions set forth in this Agreement.
2. The Recipient may use the Licensed Program, with or without modification in printed materials or in Digital Content as an expression of character texts or the like.
3. The Recipient may conduct Reproduction and Other Exploitation of the printed materials and Digital Content created in accordance with the preceding Paragraph, for commercial or non-commercial purposes and in any form of media including but not limited to broadcasting, communication and various recording media.
4. If any Recipient extracts Embedded Fonts from a Digital Document File to create a Derived Program, such Derived Program shall be subject to the terms of this agreement.
5. If any Recipient performs Reproduction or Other Exploitation of a Digital Document File in which Embedded Fonts of the Licensed Program are used only for rendering the Digital Content within such Digital Document File then such Recipient shall have no further obligations under this Agreement in relation to such actions.
6. The Recipient may reproduce the Licensed Program as is without modification and transfer such copies, publicly transmit or otherwise redistribute the Licensed Program to a third party for commercial or non-commercial purposes ("Redistribute"), in accordance with the provisions set forth in Article 3 Paragraph 2.
7. The Recipient may create, use, reproduce and/or Redistribute a Derived Program under the terms stated above for the Licensed Program: provided, that the Recipient shall follow the provisions set forth in Article 3 Paragraph 1 when Redistributing the Derived Program.

Article 3 (Restriction)

The license granted in the preceding Article shall be subject to the following restrictions:

1. If a Derived Program is Redistributed pursuant to Paragraph 4 and 7 of the preceding Article, the following conditions must be met :
 - (1) The following must be also Redistributed together with the Derived Program, or be made available online or by means of mailing mechanisms in exchange for a cost which does not exceed the total costs of postage, storage medium and handling fees:
 - (a) a copy of the Derived Program; and
 - (b) any additional file created by the font developing program in the course of creating the Derived Program that can be used for further modification of the Derived Program, if any.
 - (2) It is required to also Redistribute means to enable recipients of the Derived Program to replace the Derived Program with the Licensed Program first released under this License (the "Original Program"). Such means may be to provide a

difference file from the Original Program, or instructions setting out a method to replace the Derived Program with the Original Program.

(3) The Recipient must license the Derived Program under the terms and conditions of this Agreement.

(4) No one may use or include the name of the Licensed Program as a program name, font name or file name of the Derived Program.

(5) Any material to be made available online or by means of mailing a medium to satisfy the requirements of this paragraph may be provided, verbatim, by any party wishing to do so.

2. If the Recipient Redistributes the Licensed Program pursuant to Paragraph 6 of the preceding Article, the Recipient shall meet all of the following conditions:

(1) The Recipient may not change the name of the Licensed Program.

(2) The Recipient may not alter or otherwise modify the Licensed Program.

(3) The Recipient must attach a copy of this Agreement to the Licensed Program.

3. THIS LICENSED PROGRAM IS PROVIDED BY THE LICENSOR "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTY AS TO THE LICENSED PROGRAM OR ANY DERIVED PROGRAM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXTENDED, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO; PROCUREMENT OF SUBSTITUTED GOODS OR SERVICE; DAMAGES ARISING FROM SYSTEM FAILURE; LOSS OR CORRUPTION OF EXISTING DATA OR PROGRAM; LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, THE REPRODUCTION OR OTHER EXPLOITATION OF THE LICENSED PROGRAM OR ANY DERIVED PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. The Licensor is under no obligation to respond to any technical questions or inquiries, or provide any other user support in connection with the installation, use or the Reproduction and Other Exploitation of the Licensed Program or Derived Programs thereof.

Article 4 (Termination of Agreement)

1. The term of this Agreement shall begin from the time of receipt of the Licensed Program by the Recipient and shall continue as long as the Recipient retains any such Licensed Program in any way.

2. Notwithstanding the provision set forth in the preceding Paragraph, in the event of the breach of any of the provisions set forth in this Agreement by the Recipient, this Agreement shall automatically terminate without any notice. In the case of such termination, the Recipient may not use or conduct Reproduction and Other Exploitation of the Licensed Program or a Derived Program: provided that such termination shall not affect any rights of any other Recipient receiving the Licensed Program or the Derived Program from such Recipient who breached this Agreement.

Article 5 (Governing Law)

1. IPA may publish revised and/or new versions of this License. In such an event, the Recipient may select either this Agreement or any subsequent version of the Agreement in using, conducting the Reproduction and Other Exploitation of, or Redistributing the Licensed Program or a Derived Program. Other matters not specified

above shall be subject to the Copyright Law of Japan and other related laws and regulations of Japan.

2. This Agreement shall be construed under the laws of Japan.

IBM Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS IBM PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

in the case of International Business Machines Corporation ("IBM"), the Original Program, and

in the case of each Contributor, changes to the Program, and additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution `originates` from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means IBM and any other entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Original Program" means the original version of the software accompanying this Agreement as released by IBM, including source code, object code and documentation, if any.

"Program" means the Original Program and Contributions.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

Recipient understands that although each Contributor grants the

licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

it complies with the terms and conditions of this Agreement; and its license agreement:

effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange. When the Program is made available in source code form:

it must be made available under this Agreement; and a copy of this Agreement must be included with each copy of the Program.

Each Contributor must include the following in a conspicuous location in the Program:

Copyright (C) 1996, 1999 International Business Machines Corporation and others. All Rights Reserved.

In addition, each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering.

The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this

Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

IBM may publish new versions (including revisions) of this Agreement from time to time. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. No one other than IBM has the right to modify this Agreement. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

ISC License:

Copyright © 2004–2010 by Internet Systems Consortium, Inc. ("ISC")
Copyright © 1995–2003 by Internet Software Consortium

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS" AND ISC DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL ISC BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

1. Copyright Notice

Some or all of this work – Copyright (c) 1999 – 2017, Intel Corp.
All rights reserved.

2. License

2.1. This is your license from Intel Corp. under its intellectual property rights. You may have additional license terms from the party that provided you this software, covering your right to use that party's intellectual property rights.

2.2. Intel grants, free of charge, to any person ("Licensee") obtaining a copy of the source code appearing in this file ("Covered Code") an irrevocable, perpetual, worldwide license under Intel's copyrights in the base code distributed originally by Intel ("Original Intel Code") to copy, make derivatives, distribute, use and display any portion of the Covered Code in any form, with the right to sublicense such rights; and

2.3. Intel grants Licensee a non-exclusive and non-transferable patent license (with the right to sublicense), under only those claims of Intel patents that are infringed by the Original Intel Code, to make, use, sell, offer to sell, and import the Covered Code and derivative works thereof solely to the minimum extent necessary to exercise the above copyright license, and in no event shall the patent license extend to any additions to or modifications of the Original Intel Code. No other license or right is granted directly or by implication, estoppel or otherwise;

The above copyright and patent license is granted only if the following conditions are met:

3. Conditions

3.1. Redistribution of Source with Rights to Further Distribute Source. Redistribution of source code of any substantial portion of the Covered Code or modification with rights to further distribute source must include the above Copyright Notice, the above License, this list of Conditions, and the following Disclaimer and Export Compliance provision. In addition, Licensee must cause all Covered Code to which Licensee contributes to contain a file documenting the changes Licensee made to create that Covered Code and the date of any change. Licensee must include in that file the documentation of any changes made by any predecessor Licensee. Licensee must include a prominent statement that the modification is derived, directly or indirectly, from Original Intel Code.

3.2. Redistribution of Source with no Rights to Further Distribute Source. Redistribution of source code of any substantial portion of the Covered Code or modification without rights to further distribute source must include the following Disclaimer and Export Compliance provision in the documentation and/or other materials provided with distribution. In addition, Licensee may not authorize further sublicense of source of any portion of the Covered Code, and must include terms to the effect that the license from Licensee to its licensee is limited to the intellectual property embodied in the software Licensee provides to its licensee, and not to intellectual property embodied in modifications its licensee may make.

3.3. Redistribution of Executable. Redistribution in executable form of any substantial portion of the Covered Code or modification must reproduce the above Copyright Notice, and the following Disclaimer and Export Compliance provision in the documentation and/or other materials provided with the distribution.

3.4. Intel retains all right, title, and interest in and to the Original Intel Code.

3.5. Neither the name Intel nor any other trademark owned or controlled by Intel shall be used in advertising or otherwise to promote the sale, use or other dealings in products derived from or relating to the Covered Code without prior written authorization from Intel.

4. Disclaimer and Export Compliance

4.1. INTEL MAKES NO WARRANTY OF ANY KIND REGARDING ANY SOFTWARE PROVIDED HERE. ANY SOFTWARE ORIGINATING FROM INTEL OR DERIVED FROM INTEL SOFTWARE IS PROVIDED "AS IS," AND INTEL WILL NOT PROVIDE ANY SUPPORT, ASSISTANCE, INSTALLATION, TRAINING OR OTHER SERVICES. INTEL WILL NOT PROVIDE ANY UPDATES, ENHANCEMENTS OR EXTENSIONS. INTEL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

4.2. IN NO EVENT SHALL INTEL HAVE ANY LIABILITY TO LICENSEE, ITS LICENSEES OR ANY OTHER THIRD PARTY, FOR ANY LOST PROFITS, LOST DATA, LOSS OF USE OR

COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, AND IRRESPECTIVE OF WHETHER INTEL HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

4.3. Licensee shall not export, either directly or indirectly, any of this software or system incorporating such software without first obtaining any required license or other approval from the U. S. Department of Commerce or any other agency or department of the United States Government. In the event Licensee exports any such software from the United States or re-exports any such software from a foreign destination, Licensee shall ensure that the distribution and export/re-export of the software is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations. Licensee agrees that neither it nor any of its subsidiaries will export/re-export any technical data, process, software, or service, directly or indirectly, to any country for which the United States government or any agency thereof requires an export license, other governmental approval, or letter of assurance, without first obtaining such license, approval or letter.

GNU LIBRARY GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1991 Free Software Foundation, Inc.

51 Franklin St, Fifth Floor, Boston, MA 02110-1301, USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Library General Public License, applies to some specially designated Free Software Foundation software, and to any other libraries whose authors decide to use it. You can use it for your libraries, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive

source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library, or if you modify it.

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link a program with the library, you must provide complete object files to the recipients so that they can relink them with the library, after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

Our method of protecting your rights has two steps: (1) copyright the library, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the library.

Also, for each distributor's protection, we want to make certain that everyone understands that there is no warranty for this free library. If the library is modified by someone else and passed on, we want its recipients to know that what they have is not the original version, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Library General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the

program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium

does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a

derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the

sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the Library General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL,

INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License).

To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

one line to give the library's name and an idea of what it does.

Copyright (C) year name of author

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Library General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Library General Public License for more details.

You should have received a copy of the GNU Library General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin St, Fifth Floor, Boston, MA 02110-1301, USA.

Also add information on how to contact you by electronic and paper mail.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the library, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in
the library `Frob' (a library for tweaking knobs) written
by James Random Hacker.

signature of Ty Coon, 1 April 1990

Ty Coon, President of Vice

That's all there is to it!

GNU LIBRARY GENERAL PUBLIC LICENSE

Version 2, June 1991 Copyright (C) 1991 Free Software Foundation, Inc.

51 Franklin St, Fifth Floor, Boston, MA 02110-1301, USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Library General Public License, applies to some specially designated Free Software Foundation software, and to any other libraries whose authors decide to use it. You can use it for your libraries, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library, or if you modify it.

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link a program with the library, you must provide complete object files to the recipients so that they can relink them with the library, after making changes

to the library and recompiling it. And you must show them these terms so they know their rights.

Our method of protecting your rights has two steps: (1) copyright the library, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the library.

Also, for each distributor's protection, we want to make certain that everyone understands that there is no warranty for this free library. If the library is modified by someone else and passed on, we want its recipients to know that what they have is not the original version, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Library General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared

so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be

on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of

it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the Library General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address

new problems or concerns.

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License).

To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

one line to give the library's name and an idea of what it does.

Copyright (C) year name of author

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Library General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Library General Public License for more details.

You should have received a copy of the GNU Library General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin St, Fifth Floor, Boston, MA 02110-1301, USA.

Also add information on how to contact you by electronic and paper mail.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the library, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in
the library `Frob' (a library for tweaking knobs) written
by James Random Hacker.

signature of Ty Coon, 1 April 1990

Ty Coon, President of Vice

That's all there is to it!

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc.
51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA
Everyone is permitted to copy and distribute verbatim copies
of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts
as the successor of the GNU Library Public License, version 2, hence
the version number 2.1.]

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

When we speak of free software, we are referring to freedom of use, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish); that you receive source code or can get it if you want it; that you can change the software and use pieces of it in new free programs; and that you are informed that you can do these things.

To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it.

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with

the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called

"this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful. (For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to

work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
- b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the

Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License).

To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

one line to give the library's name and an idea of what it does.
Copyright (C) year name of author

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA
Also add information on how to contact you by electronic and paper mail.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the library, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in
the library `Frob` (a library for tweaking knobs) written
by James Random Hacker.

signature of Ty Coon, 1 April 1990
Ty Coon, President of Vice
That's all there is to it!

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc.

51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software—to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some specially designated software packages—typically libraries—of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

When we speak of free software, we are referring to freedom of use, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish); that you receive source code or can get it if you want it; that you can change the software and use pieces of it in new free programs; and that you are informed that you can do these things.

To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it.

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU

General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all

modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this

License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to

copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version

or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License).

To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the library's name and an idea of what it does.>

Copyright (C) <year> <name of author>

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

Also add information on how to contact you by electronic and paper mail.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the library, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in
the library `Frob' (a library for tweaking knobs) written
by James Random Hacker.

< signature of Ty Coon > , 1 April 1990

Ty Coon, President of Vice

That's all there is to it!
GNU LESSER GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright © 2007 Free Software Foundation, Inc. <<http://fsf.org/>>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

0. Additional Definitions.

As used herein, "this License" refers to version 3 of the GNU Lesser General Public License, and the "GNU GPL" refers to version 3 of the GNU General Public License.

"The Library" refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

An "Application" is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the "Linked Version".

The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

- * a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- * b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- * a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- * b) Accompany the object code with a copy of the GNU GPL and this license document.

4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

- * a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- * b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- * c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.
- * d) Do one of the following:
 - o 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
 - o 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.
- * e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

- * a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- * b) Give prominent notice with the combined library that part of it is a work

based on the Library, and explaining where to find the accompanying uncombined form of the same work.

6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License “or any later version” applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy’s public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

GNU LESSER GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<https://fsf.org/>>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

0. Additional Definitions.

As used herein, “this License” refers to version 3 of the GNU Lesser General Public License, and the “GNU GPL” refers to version 3 of the GNU General Public License.

“The Library” refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

An “Application” is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A “Combined Work” is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the “Linked Version”.

The “Minimal Corresponding Source” for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the

Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the object code with a copy of the GNU GPL and this license document.

4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

- a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.

d) Do one of the following:

- 0) Convey the Minimal Corresponding Source under the terms of this License,

and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.

1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.

b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

Lucent Public License Version 1.02

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

in the case of Lucent Technologies Inc. ("LUCENT"), the Original Program, and in the case of each Contributor, changes to the Program, and additions to the Program;

where such changes and/or additions to the Program were added to the Program by such Contributor itself or anyone acting on such Contributor's behalf, and the Contributor explicitly consents, in accordance with Section 3C, to characterization of the changes and/or additions as Contributions.

"Contributor" means LUCENT and any other entity that has Contributed a Contribution to the Program.

"Distributor" means a Recipient that distributes the Program, modifications to the Program, or any part thereof.

"Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Original Program" means the original version of the software accompanying this Agreement as released by LUCENT, including source code, object code and documentation, if any.

"Program" means the Original Program and Contributions or any part thereof

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. The patent license granted by a Contributor shall also apply to the combination of the Contribution of that Contributor and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license granted by a Contributor shall not apply to (i) any other combinations which include the Contribution, nor to (ii) Contributions of other Contributors. No hardware per se is licensed hereunder.

Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A. Distributor may choose to distribute the Program in any form under this Agreement or under its own license agreement, provided that:

it complies with the terms and conditions of this Agreement;

if the Program is distributed in source code or other tangible form, a copy of this Agreement or Distributor's own license agreement is included with each copy of the Program; and

if distributed under Distributor's own license agreement, such license agreement: effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and

states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party.

B. Each Distributor must include the following in a conspicuous location in the Program:

Copyright (C) 2003, Lucent Technologies Inc. and others. All Rights Reserved.

C. In addition, each Contributor must identify itself as the originator of its Contribution in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution. Also, each Contributor must agree that the additions and/or changes are intended to be a Contribution. Once a Contribution is contributed, it may not thereafter be revoked.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Distributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for Contributors. Therefore, if a Distributor includes the Program in a commercial product offering, such Distributor ("Commercial Distributor") hereby agrees to defend and indemnify every Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Distributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Distributor in writing of such claim, and b) allow the Commercial Distributor to control, and cooperate with the Commercial Distributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Distributor might include the Program in a commercial product offering, Product X. That Distributor is then a Commercial Distributor. If that Commercial Distributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Distributor's responsibility alone. Under this section, the Commercial Distributor would have to defend claims against the Contributors related to those performance claims and warranties, and if a court requires any Contributor to pay any damages as a result, the Commercial Distributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. EXPORT CONTROL

Recipient agrees that Recipient alone is responsible for compliance with the United States export administration regulations (and the export control laws and regulation of any other countries).

8. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

LUCENT may publish new versions (including revisions) of this Agreement from time to time. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. No one other than LUCENT has the right to modify this Agreement. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

LaTeX Project Public License

LPPL Version 1.0 1999-03-01

Copyright 1999 LaTeX3 Project

Everyone is permitted to copy and distribute verbatim copies of this license document, but modification is not allowed.

Preamble

=====

The LaTeX Project Public License (LPPL) is the license under which the base LaTeX distribution is distributed. As described below you may use this licence for any software that you wish to distribute.

It may be particularly suitable if your software is TeX related (such as a LaTeX package file) but it may be used for any software, even if it is unrelated to TeX.

To use this license, the files of your distribution should have an explicit copyright notice giving your name and the year, together with a reference to this license.

A typical example would be

```
%% pig.sty
%% Copyright 2001 M. Y. Name

% This program can redistributed and/or modified under the terms
% of the LaTeX Project Public License Distributed from CTAN
% archives in directory macros/latex/base/lppl.txt; either
% version 1 of the License, or (at your option) any later version.
```

Given such a notice in the file, the conditions of this document would apply, with:

```
`The Program` referring to the software `pig.sty` and
`The Copyright Holder` referring to the person `M. Y. Name`.
```

To see a real example, see the file legal.txt which carries the copyright notice for the base latex distribution.

This license gives terms under which files of The Program may be distributed and modified. Individual files may have specific further constraints on modification, but no file should have restrictions on distribution other than those specified below.

This is to ensure that a distributor wishing to distribute a complete unmodified copy of The Program need only check the conditions in this file, and does not need to check every file in The Program for extra restrictions. If you do need to modify the distribution terms of some files, do not refer to this license, instead distribute The Program under a different license. You may use the parts of the text of LPPL as a model for your own license, but your license should not directly refer to the LPPL or otherwise give the impression that The Program is distributed under the LPPL.

The LaTeX Project Public License

Terms And Conditions For Copying, Distribution And Modification

WARRANTY

=====

There is no warranty for The Program, to the extent permitted by

applicable law. Except when otherwise stated in writing, The Copyright Holder provides The Program `as is` without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the program is with you. Should The Program prove defective, you assume the cost of all necessary servicing, repair or correction.

In no event unless required by applicable law or agreed to in writing will The Copyright Holder, or any of the individual authors named in the source for The Program, be liable to you for damages, including any general, special, incidental or consequential damages arising out of any use of The Program or out of inability to use The Program (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or by third parties as a result of a failure of The Program to operate with any other programs), even if such holder or other party has been advised of the possibility of such damages.

DISTRIBUTION

Redistribution of unchanged files is allowed provided that all files that make up the distribution of The Program are distributed. In particular this means that The Program has to be distributed including its documentation if documentation was part of the original distribution.

The distribution of The Program will contain a prominent file listing all the files covered by this license.

If you receive only some of these files from someone, complain!

The distribution of changed versions of certain files included in the The Program, and the reuse of code from The Program, are allowed under the following restrictions:

- * It is allowed only if the legal notice in the file does not expressly forbid it.
See note below, under "Conditions on individual files".
- * You rename the file before you make any changes to it, unless the file explicitly says that renaming is not required. Any such changed files must be distributed under a license that forbids distribution of those files, and any files derived from them, under the names used by the original files in the distribution of The Program.
- * You change any `identification string` in The Program to clearly indicate that the file is not part of the standard system.
- * If The Program includes an `error report address` so that errors may be reported to The Copyright Holder, or other specified addresses, this address must be changed in any modified versions of The Program, so that reports for files not maintained by the original program maintainers are directed to the maintainers of the changed files.
- * You acknowledge the source and authorship of the original version in the modified file.
- * You also distribute the unmodified version of the file or alternatively provide sufficient information so that the user of your modified file can be reasonably expected to be

able to obtain an original, unmodified copy of The Program. For example, you may specify a URL to a site that you expect will freely provide the user with a copy of The Program (either the version on which your modification is based, or perhaps a later version).

- * If The Program is intended to be used with, or is based on, LaTeX, then files with the following file extensions which have special meaning in LaTeX Software, have special modification rules under the license:
 - Files with extension `.ins` (installation files): these files may not be modified at all because they contain the legal notices that are placed in the generated files.
 - Files with extension `.fd` (LaTeX font definitions files): these files are allowed to be modified without changing the name, but only to enable use of all available fonts and to prevent attempts to access unavailable fonts. However, modified files are not allowed to be distributed in place of original files.
 - Files with extension `.cfg` (configuration files): these files can be created or modified to enable easy configuration of the system. The documentation in `cfgguide.tex` in the base LaTeX distribution describes when it makes sense to modify or generate such files.

The above restrictions are not intended to prohibit, and hence do not apply to, the updating, by any method, of a file so that it becomes identical to the latest version of that file in The Program.

=====
NOTES
=====

We believe that these requirements give you the freedom you to make modifications that conform with whatever technical specifications you wish, whilst maintaining the availability, integrity and reliability of The Program. If you do not see how to achieve your goal whilst adhering to these requirements then read the document `cfgguide.tex` in the base LaTeX distribution for suggestions.

Because of the portability and exchangeability aspects of systems like LaTeX, The LaTeX3 Project deprecates the distribution of non-standard versions of components of LaTeX or of generally available contributed code for them but such distributions are permitted under the above restrictions.

The document `modguide.tex` in the base LaTeX distribution details the reasons for the legal requirements detailed above. Even if The Program is unrelated to LaTeX, the argument in `modguide.tex` may still apply, and should be read before a modified version of The Program is distributed.

=====
Conditions on individual files
=====

The individual files may bear additional conditions which supersede the general conditions on distribution and modification contained in this file. If there are any such files, the distribution of The Program will contain a prominent file that lists all the exceptional

files.

Typical examples of files with more restrictive modification conditions would be files that contain the text of copyright notices.

- * The conditions on individual files differ only in the extent of *modification* that is allowed.
- * The conditions on *distribution* are the same for all the files. Thus a (re)distributor of a complete, unchanged copy of The Program need meet only the conditions in this file; it is not necessary to check the header of every file in the distribution to check that a distribution meets these requirements.

The LaTeX Project Public License

LPPL Version 1.1 1999-07-10

Copyright 1999 LaTeX3 Project

Everyone is allowed to distribute verbatim copies of this license document, but modification of it is not allowed.

PREAMBLE

=====

The LaTeX Project Public License (LPPL) is the license under which the base LaTeX distribution is distributed.

You may use this license for any program that you have written and wish to distribute. This license may be particularly suitable if your program is TeX-related (such as a LaTeX package), but you may use it even if your program is unrelated to TeX. The section `WHETHER AND HOW TO DISTRIBUTE PROGRAMS UNDER THIS LICENSE`, below, gives instructions, examples, and recommendations for authors who are considering distributing their programs under this license.

In this license document, `The Program` refers to any program distributed under this license.

This license gives conditions under which The Program may be distributed and conditions under which modified versions of The Program may be distributed. Individual files of The Program may bear supplementary and/or superseding conditions on modification of themselves and on the distribution of modified versions of themselves, but *no* file of The Program may bear supplementary or superseding conditions on the distribution of an unmodified copy of the file. A distributor wishing to distribute a complete, unmodified copy of The Program therefore needs to check the conditions only in this license and nowhere else.

Activities other than distribution and/or modification of The Program are not covered by this license; they are outside its scope. In particular, the act of running The Program is not restricted.

We, the LaTeX3 Project, believe that the conditions below give you the freedom to make and distribute modified versions of The Program that conform with whatever technical specifications you wish while maintaining the availability, integrity, and reliability of The Program. If you do not see how to achieve your goal while meeting these conditions, then read the document `cfgguide.tex` in the base LaTeX distribution for suggestions.

CONDITIONS ON DISTRIBUTION AND MODIFICATION

You may distribute a complete, unmodified copy of The Program.
Distribution of only part of The Program is not allowed.

You may not modify in any way a file of The Program that bears a legal notice forbidding modification of that file.

You may distribute a modified file of The Program if, and only if, the following eight conditions are met:

1. You must meet any additional conditions borne by the file on the distribution of a modified version of the file as described below in the subsection `Additional Conditions on Individual Files of The Program`.
2. If the file is a LaTeX software file, then you must meet any applicable additional conditions on the distribution of a modified version of the file that are described below in the subsection `Additional Conditions on LaTeX Software Files`.
3. You must not distribute the modified file with the filename of the original file.
4. In the modified file, you must acknowledge the authorship and name of the original file, and the name (if any) of the program which contains it.
5. You must change any identification string in the file to indicate clearly that the modified file is not part of The Program.
6. You must change any addresses in the modified file for the reporting of errors in the file or in The Program generally to ensure that reports for files no longer maintained by the original maintainers will be directed to the maintainers of the modified files.
7. You must distribute the modified file under a license that forbids distribution both of the modified file and of any files derived from the modified file with the filename of the original file.
8. You must do either (A) or (B):
 - (A) distribute a copy of The Program (that is, a complete, unmodified copy of The Program) together with the modified file; if your distribution of the modified file is made by offering access to copy the modified file from a designated place, then offering equivalent access to copy The Program from the same place meets this condition, even though third parties are not compelled to copy The Program along with the modified file;
 - (B) provide to those who receive the modified file information that is sufficient for them to obtain a copy of The Program; for example, you may provide a Uniform Resource Locator (URL) for a site that you expect will provide them with a copy of The Program free of charge (either the version from which your modification is derived, or perhaps a later version).

Note that in the above, `distribution` of a file means making the file available to others by any means. This includes, for instance,

installing the file on any machine in such a way that the file is accessible by users other than yourself. `Modification` of a file means any procedure that produces a derivative file under any applicable law -- that is, a file containing the original file or a significant portion of it, either verbatim or with modifications and/or translated into another language.

Changing the name of a file is considered to be a modification of the file.

The distribution conditions in this license do not have to be applied to files that have been modified in accordance with the above conditions. Note, however, that Condition 7. does apply to any such modified file.

The conditions above are not intended to prohibit, and hence do not apply to, the updating, by any method, of a file so that it becomes identical to the latest version of that file of The Program.

A Recommendation on Modification Without Distribution

It is wise never to modify a file of The Program, even for your own personal use, without also meeting the above eight conditions for distributing the modified file. While you might intend that such modified files will never be distributed, often this will happen by accident -- you may forget that you have modified the file; or it may not occur to you when allowing others to access the modified file that you are thus distributing it and violating the conditions of this license. It is usually in your best interest to keep your copy of The Program identical with the public one. Many programs provide ways to control the behavior of that program without altering its licensed files.

Additional Conditions on Individual Files of The Program

An individual file of The Program may bear additional conditions that supplement and/or supersede the conditions in this license if, and only if, such additional conditions exclusively concern modification of the file or distribution of a modified version of the file. The conditions on individual files of The Program therefore may differ only with respect to the kind and extent of modification of those files that is allowed, and with respect to the distribution of modified versions of those files.

Additional Conditions on LaTeX Software Files

If a file of The Program is intended to be used with LaTeX (that is, if it is a LaTeX software file), then the following additional conditions, which supplement and/or supersede the conditions above, apply to the file according to its filename extension:

- You may not modify any file with filename extension `.ins` since these are installation files containing the legal notices that are placed in the files they generate.
- You may distribute modified versions of files with filename extension `.fd` (LaTeX font definition files) under the standard

conditions of the LPPL as described above. You may also distribute such modified LaTeX font definition files with their original names provided that:

- (1) the only changes to the original files either enable use of available fonts or prevent attempts to access unavailable fonts;
- (2) you also distribute the original, unmodified files (TeX input paths can be used to control which set of LaTeX font definition files is actually used by TeX).

- You may distribute modified versions of files with filename extension `.cfg` (configuration files) with their original names. The Program may (and usually will) specify the range of commands that are allowed in a particular configuration file.

Because of portability and exchangeability issues in LaTeX software, The LaTeX3 Project deprecates the distribution of modified versions of components of LaTeX or of generally available contributed code for them, but such distribution can meet the conditions of this license.

NO WARRANTY

There is no warranty for The Program. Except when otherwise stated in writing, The Copyright Holder provides The Program ``as is``, without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of The Program is with you. Should The Program prove defective, you assume the cost of all necessary servicing, repair, or correction.

In no event unless agreed to in writing will The Copyright Holder, or any author named in the files of The Program, or any other party who may distribute and/or modify The Program as permitted below, be liable to you for damages, including any general, special, incidental or consequential damages arising out of any use of The Program or out of inability to use The Program (including, but not limited to, loss of data, data being rendered inaccurate, or losses sustained by anyone as a result of any failure of The Program to operate with any other programs), even if The Copyright Holder or said author or said other party has been advised of the possibility of such damages.

WHETHER AND HOW TO DISTRIBUTE PROGRAMS UNDER THIS LICENSE

This section contains important instructions, examples, and recommendations for authors who are considering distributing their programs under this license. These authors are addressed as ``you`` in this section.

Choosing This License or Another License

If for any part of your program you want or need to use `*distribution*` conditions that differ from those in this license, then do not refer to this license anywhere in your program but instead distribute your program under a different license. You may use the text of this license as a model for your own license, but your license should not refer to the LPPL or otherwise give the impression that your program is distributed under the LPPL.

The document ``modguide.tex`` in the base LaTeX distribution explains

the motivation behind the conditions of this license. It explains, for example, why distributing LaTeX under the GNU General Public License (GPL) was considered inappropriate. Even if your program is unrelated to LaTeX, the discussion in `modguide.tex` may still be relevant, and authors intending to distribute their programs under any license are encouraged to read it.

How to Use This License

To use this license, place in each of the files of your program both an explicit copyright notice including your name and the year and also a statement that the distribution and/or modification of the file is constrained by the conditions in this license.

Here is an example of such a notice and statement:

```
%% pig.dtx
%% Copyright 2001 M. Y. Name
%
% This program may be distributed and/or modified under the
% conditions of the LaTeX Project Public License, either version 1.1
% of this license or (at your option) any later version.
% The latest version of this license is in
% http://www.latex-project.org/lppl.txt
% and version 1.1 or later is part of all distributions of LaTeX
% version 1999/06/01 or later.
%
% This program consists of the files pig.dtx and pig.ins
```

Given such a notice and statement in a file, the conditions given in this license document would apply, with `The Program` referring to the two files `pig.dtx` and `pig.ins`, and `The Copyright Holder` referring to the person `M. Y. Name`.

Important Recommendations

Defining What Constitutes The Program

The LPPL requires that distributions of The Program contain all the files of The Program. It is therefore important that you provide a way for the licensee to determine which files constitute The Program. This could, for example, be achieved by explicitly listing all the files of The Program near the copyright notice of each file or by using a line like

```
% This program consists of all files listed in manifest.txt.
```

in that place. In the absence of an unequivocal list it might be impossible for the licensee to determine what is considered by you to comprise The Program.

Noting Exceptional Files

If The Program contains any files bearing additional conditions on modification, or on distribution of modified versions, of those files (other than those listed in `Additional Conditions on LaTeX Software Files`), then it is recommended that The Program contain a prominent file that defines the exceptional conditions, and either lists the exceptional files or defines one or more categories of exceptional files.

Files containing the text of a license (such as this file) are often examples of files bearing more restrictive conditions on modification. LaTeX configuration files (with filename extension `.cfg`) are examples of files bearing less restrictive conditions on the distribution of a modified version of the file. The additional conditions on LaTeX software given above are examples of declaring a category of files bearing exceptional additional conditions.

The LaTeX Project Public License

LPPL Version 1.2 1999-09-03

Copyright 1999 LaTeX3 Project

Everyone is allowed to distribute verbatim copies of this license document, but modification of it is not allowed.

PREAMBLE

The LaTeX Project Public License (LPPL) is the license under which the base LaTeX distribution is distributed.

You may use this license for any program that you have written and wish to distribute. This license may be particularly suitable if your program is TeX-related (such as a LaTeX package), but you may use it even if your program is unrelated to TeX. The section `WHETHER AND HOW TO DISTRIBUTE PROGRAMS UNDER THIS LICENSE`, below, gives instructions, examples, and recommendations for authors who are considering distributing their programs under this license.

In this license document, `The Program` refers to any program distributed under this license.

This license gives conditions under which The Program may be distributed and conditions under which modified versions of The Program may be distributed. Individual files of The Program may bear supplementary and/or superseding conditions on modification of themselves and on the distribution of modified versions of themselves, but *no* file of The Program may bear supplementary or superseding conditions on the distribution of an unmodified copy of the file. A distributor wishing to distribute a complete, unmodified copy of The Program therefore needs to check the conditions only in this license and nowhere else.

Activities other than distribution and/or modification of The Program are not covered by this license; they are outside its scope. In particular, the act of running The Program is not restricted.

We, the LaTeX3 Project, believe that the conditions below give you the freedom to make and distribute modified versions of The Program that conform with whatever technical specifications you wish while maintaining the availability, integrity, and reliability of The Program. If you do not see how to achieve your goal while meeting these conditions, then read the document `cfgguide.tex` in the base LaTeX distribution for suggestions.

CONDITIONS ON DISTRIBUTION AND MODIFICATION

You may distribute a complete, unmodified copy of The Program.
Distribution of only part of The Program is not allowed.

You may not modify in any way a file of The Program that bears a legal notice forbidding modification of that file.

You may distribute a modified file of The Program if, and only if, the following eight conditions are met:

1. You must meet any additional conditions borne by the file on the distribution of a modified version of the file as described below in the subsection `Additional Conditions on Individual Files of The Program`.
2. If the file is a LaTeX software file, then you must meet any applicable additional conditions on the distribution of a modified version of the file that are described below in the subsection `Additional Conditions on LaTeX Software Files`.
3. You must not distribute the modified file with the filename of the original file.
4. In the modified file, you must acknowledge the authorship and name of the original file, and the name (if any) of the program which contains it.
5. You must change any identification string in the file to indicate clearly that the modified file is not part of The Program.
6. You must change any addresses in the modified file for the reporting of errors in the file or in The Program generally to ensure that reports for files no longer maintained by the original maintainers will be directed to the maintainers of the modified files.
7. You must distribute the modified file under a license that forbids distribution both of the modified file and of any files derived from the modified file with the filename of the original file.
8. You must do either (A) or (B):
 - (A) distribute a copy of The Program (that is, a complete, unmodified copy of The Program) together with the modified file; if your distribution of the modified file is made by offering access to copy the modified file from a designated place, then offering equivalent access to copy The Program from the same place meets this condition, even though third parties are not compelled to copy The Program along with the modified file;
 - (B) provide to those who receive the modified file information that is sufficient for them to obtain a copy of The Program; for example, you may provide a Uniform Resource Locator (URL) for a site that you expect will provide them with a copy of The Program free of charge (either the version from which your modification is derived, or perhaps a later version).

Note that in the above, `distribution` of a file means making the file available to others by any means. This includes, for instance, installing the file on any machine in such a way that the file is accessible by users other than yourself. `Modification` of a file means any procedure that produces a derivative file under any applicable law -- that is, a file containing the original file or

a significant portion of it, either verbatim or with modifications and/or translated into another language.

Changing the name of a file (other than as necessitated by the file conventions of the target file systems) is considered to be a modification of the file.

The distribution conditions in this license do not have to be applied to files that have been modified in accordance with the above conditions. Note, however, that Condition 7. does apply to any such modified file.

The conditions above are not intended to prohibit, and hence do not apply to, the updating, by any method, of a file so that it becomes identical to the latest version of that file of The Program.

A Recommendation on Modification Without Distribution

It is wise never to modify a file of The Program, even for your own personal use, without also meeting the above eight conditions for distributing the modified file. While you might intend that such modified files will never be distributed, often this will happen by accident -- you may forget that you have modified the file; or it may not occur to you when allowing others to access the modified file that you are thus distributing it and violating the conditions of this license. It is usually in your best interest to keep your copy of The Program identical with the public one. Many programs provide ways to control the behavior of that program without altering its licensed files.

Additional Conditions on Individual Files of The Program

An individual file of The Program may bear additional conditions that supplement and/or supersede the conditions in this license if, and only if, such additional conditions exclusively concern modification of the file or distribution of a modified version of the file. The conditions on individual files of The Program therefore may differ only with respect to the kind and extent of modification of those files that is allowed, and with respect to the distribution of modified versions of those files.

Additional Conditions on LaTeX Software Files

If a file of The Program is intended to be used with LaTeX (that is, if it is a LaTeX software file), then the following additional conditions, which supplement and/or supersede the conditions above, apply to the file according to its filename extension:

- You may not modify any file with filename extension ``.ins`` since these are installation files containing the legal notices that are placed in the files they generate.
- You may distribute modified versions of files with filename extension ``.fd`` (LaTeX font definition files) under the standard conditions of the LPPL as described above. You may also distribute such modified LaTeX font definition files with their original names provided that:

- (1) the only changes to the original files either enable use of available fonts or prevent attempts to access unavailable fonts;
- (2) you also distribute the original, unmodified files (TeX input paths can be used to control which set of LaTeX font definition files is actually used by TeX).

- You may distribute modified versions of files with filename extension `.cfg` (configuration files) with their original names. The Program may (and usually will) specify the range of commands that are allowed in a particular configuration file.

Because of portability and exchangeability issues in LaTeX software, The LaTeX3 Project deprecates the distribution of modified versions of components of LaTeX or of generally available contributed code for them, but such distribution can meet the conditions of this license.

NO WARRANTY

=====

There is no warranty for The Program. Except when otherwise stated in writing, The Copyright Holder provides The Program `as is`, without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of The Program is with you. Should The Program prove defective, you assume the cost of all necessary servicing, repair, or correction.

In no event unless agreed to in writing will The Copyright Holder, or any author named in the files of The Program, or any other party who may distribute and/or modify The Program as permitted above, be liable to you for damages, including any general, special, incidental or consequential damages arising out of any use of The Program or out of inability to use The Program (including, but not limited to, loss of data, data being rendered inaccurate, or losses sustained by anyone as a result of any failure of The Program to operate with any other programs), even if The Copyright Holder or said author or said other party has been advised of the possibility of such damages.

WHETHER AND HOW TO DISTRIBUTE PROGRAMS UNDER THIS LICENSE

=====

This section contains important instructions, examples, and recommendations for authors who are considering distributing their programs under this license. These authors are addressed as `you` in this section.

Choosing This License or Another License

If for any part of your program you want or need to use `*distribution*` conditions that differ from those in this license, then do not refer to this license anywhere in your program but instead distribute your program under a different license. You may use the text of this license as a model for your own license, but your license should not refer to the LPPL or otherwise give the impression that your program is distributed under the LPPL.

The document `modguide.tex` in the base LaTeX distribution explains the motivation behind the conditions of this license. It explains, for example, why distributing LaTeX under the GNU General Public License (GPL) was considered inappropriate. Even if your program is

unrelated to LaTeX, the discussion in ``modguide.tex`` may still be relevant, and authors intending to distribute their programs under any license are encouraged to read it.

How to Use This License

To use this license, place in each of the files of your program both an explicit copyright notice including your name and the year and also a statement that the distribution and/or modification of the file is constrained by the conditions in this license.

Here is an example of such a notice and statement:

```
%% pig.dtx
%% Copyright 2001 M. Y. Name
%
% This program may be distributed and/or modified under the
% conditions of the LaTeX Project Public License, either version 1.2
% of this license or (at your option) any later version.
% The latest version of this license is in
% http://www.latex-project.org/lppl.txt
% and version 1.2 or later is part of all distributions of LaTeX
% version 1999/12/01 or later.
%
% This program consists of the files pig.dtx and pig.ins
```

Given such a notice and statement in a file, the conditions given in this license document would apply, with ``The Program`` referring to the two files ``pig.dtx`` and ``pig.ins``, and ``The Copyright Holder`` referring to the person ``M. Y. Name``.

Important Recommendations

Defining What Constitutes The Program

The LPPL requires that distributions of The Program contain all the files of The Program. It is therefore important that you provide a way for the licensee to determine which files constitute The Program. This could, for example, be achieved by explicitly listing all the files of The Program near the copyright notice of each file or by using a line like

```
% This program consists of all files listed in manifest.txt.
```

in that place. In the absence of an unequivocal list it might be impossible for the licensee to determine what is considered by you to comprise The Program.

Noting Exceptional Files

If The Program contains any files bearing additional conditions on modification, or on distribution of modified versions, of those files (other than those listed in ``Additional Conditions on LaTeX Software Files``), then it is recommended that The Program contain a prominent file that defines the exceptional conditions, and either lists the exceptional files or defines one or more categories of exceptional files.

Files containing the text of a license (such as this file) are often examples of files bearing more restrictive conditions on

modification. LaTeX configuration files (with filename extension `.cfg`) are examples of files bearing less restrictive conditions on the distribution of a modified version of the file. The additional conditions on LaTeX software given above are examples of declaring a category of files bearing exceptional additional conditions.

The LaTeX Project Public License

LPPL Version 1.3c 2008-05-04

Copyright 1999 2002-2008 LaTeX3 Project

Everyone is allowed to distribute verbatim copies of this license document, but modification of it is not allowed.

PREAMBLE

The LaTeX Project Public License (LPPL) is the primary license under which the LaTeX kernel and the base LaTeX packages are distributed.

You may use this license for any work of which you hold the copyright and which you wish to distribute. This license may be particularly suitable if your work is TeX-related (such as a LaTeX package), but it is written in such a way that you can use it even if your work is unrelated to TeX.

The section ``WHETHER AND HOW TO DISTRIBUTE WORKS UNDER THIS LICENSE``, below, gives instructions, examples, and recommendations for authors who are considering distributing their works under this license.

This license gives conditions under which a work may be distributed and modified, as well as conditions under which modified versions of that work may be distributed.

We, the LaTeX3 Project, believe that the conditions below give you the freedom to make and distribute modified versions of your work that conform with whatever technical specifications you wish while maintaining the availability, integrity, and reliability of that work. If you do not see how to achieve your goal while meeting these conditions, then read the document ``cfigguide.tex`` and ``modguide.tex`` in the base LaTeX distribution for suggestions.

DEFINITIONS

In this license document the following terms are used:

``Work``

Any work being distributed under this License.

``Derived Work``

Any work that under any applicable law is derived from the Work.

``Modification``

Any procedure that produces a Derived Work under any applicable law -- for example, the production of a file containing an

original file associated with the Work or a significant portion of such a file, either verbatim or with modifications and/or translated into another language.

``Modify``

To apply any procedure that produces a Derived Work under any applicable law.

``Distribution``

Making copies of the Work available from one person to another, in whole or in part. Distribution includes (but is not limited to) making any electronic components of the Work accessible by file transfer protocols such as FTP or HTTP or by shared file systems such as Sun's Network File System (NFS).

``Compiled Work``

A version of the Work that has been processed into a form where it is directly usable on a computer system. This processing may include using installation facilities provided by the Work, transformations of the Work, copying of components of the Work, or other activities. Note that modification of any installation facilities provided by the Work constitutes modification of the Work.

``Current Maintainer``

A person or persons nominated as such within the Work. If there is no such explicit nomination then it is the ``Copyright Holder`` under any applicable law.

``Base Interpreter``

A program or process that is normally needed for running or interpreting a part or the whole of the Work.

A Base Interpreter may depend on external components but these are not considered part of the Base Interpreter provided that each external component clearly identifies itself whenever it is used interactively. Unless explicitly specified when applying the license to the Work, the only applicable Base Interpreter is a ``LaTeX-Format`` or in the case of files belonging to the ``LaTeX-format`` a program implementing the ``TeX language``.

CONDITIONS ON DISTRIBUTION AND MODIFICATION

1. Activities other than distribution and/or modification of the Work are not covered by this license; they are outside its scope. In particular, the act of running the Work is not restricted and no requirements are made concerning any offers of support for the Work.
2. You may distribute a complete, unmodified copy of the Work as you received it. Distribution of only part of the Work is considered modification of the Work, and no right to distribute such a Derived Work may be assumed under the terms of this clause.
3. You may distribute a Compiled Work that has been generated from a complete, unmodified copy of the Work as distributed under Clause 2 above, as long as that Compiled Work is distributed in such a way that the recipients may install the Compiled Work on their system exactly as it would have been installed if they generated a Compiled Work directly from the Work.
4. If you are the Current Maintainer of the Work, you may, without restriction, modify the Work, thus creating a Derived Work. You may

also distribute the Derived Work without restriction, including Compiled Works generated from the Derived Work. Derived Works distributed in this manner by the Current Maintainer are considered to be updated versions of the Work.

5. If you are not the Current Maintainer of the Work, you may modify your copy of the Work, thus creating a Derived Work based on the Work, and compile this Derived Work, thus creating a Compiled Work based on the Derived Work.

6. If you are not the Current Maintainer of the Work, you may distribute a Derived Work provided the following conditions are met for every component of the Work unless that component clearly states in the copyright notice that it is exempt from that condition. Only the Current Maintainer is allowed to add such statements of exemption to a component of the Work.

- a. If a component of this Derived Work can be a direct replacement for a component of the Work when that component is used with the Base Interpreter, then, wherever this component of the Work identifies itself to the user when used interactively with that Base Interpreter, the replacement component of this Derived Work clearly and unambiguously identifies itself as a modified version of this component to the user when used interactively with that Base Interpreter.
- b. Every component of the Derived Work contains prominent notices detailing the nature of the changes to that component, or a prominent reference to another file that is distributed as part of the Derived Work and that contains a complete and accurate log of the changes.
- c. No information in the Derived Work implies that any persons, including (but not limited to) the authors of the original version of the Work, provide any support, including (but not limited to) the reporting and handling of errors, to recipients of the Derived Work unless those persons have stated explicitly that they do provide such support for the Derived Work.
- d. You distribute at least one of the following with the Derived Work:
 1. A complete, unmodified copy of the Work; if your distribution of a modified component is made by offering access to copy the modified component from a designated place, then offering equivalent access to copy the Work from the same or some similar place meets this condition, even though third parties are not compelled to copy the Work along with the modified component;
 2. Information that is sufficient to obtain a complete, unmodified copy of the Work.

7. If you are not the Current Maintainer of the Work, you may distribute a Compiled Work generated from a Derived Work, as long as the Derived Work is distributed to all recipients of the Compiled Work, and as long as the conditions of Clause 6, above, are met with regard to the Derived Work.

8. The conditions above are not intended to prohibit, and hence do not apply to, the modification, by any method, of any component so that it becomes identical to an updated version of that component of the Work as it is distributed by the Current Maintainer under Clause 4, above.

9. Distribution of the Work or any Derived Work in an alternative

format, where the Work or that Derived Work (in whole or in part) is then produced by applying some process to that format, does not relax or nullify any sections of this license as they pertain to the results of applying that process.

10. a. A Derived Work may be distributed under a different license provided that license itself honors the conditions listed in Clause 6 above, in regard to the Work, though it does not have to honor the rest of the conditions in this license.
 - b. If a Derived Work is distributed under a different license, that Derived Work must provide sufficient documentation as part of itself to allow each recipient of that Derived Work to honor the restrictions in Clause 6 above, concerning changes from the Work.
11. This license places no restrictions on works that are unrelated to the Work, nor does this license place any restrictions on aggregating such works with the Work by any means.
12. Nothing in this license is intended to, or may be used to, prevent complete compliance by all parties with all applicable laws.

NO WARRANTY

There is no warranty for the Work. Except when otherwise stated in writing, the Copyright Holder provides the Work `as is`, without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Work is with you. Should the Work prove defective, you assume the cost of all necessary servicing, repair, or correction.

In no event unless required by applicable law or agreed to in writing will The Copyright Holder, or any author named in the components of the Work, or any other party who may distribute and/or modify the Work as permitted above, be liable to you for damages, including any general, special, incidental or consequential damages arising out of any use of the Work or out of inability to use the Work (including, but not limited to, loss of data, data being rendered inaccurate, or losses sustained by anyone as a result of any failure of the Work to operate with any other programs), even if the Copyright Holder or said author or said other party has been advised of the possibility of such damages.

MAINTENANCE OF THE WORK

The Work has the status `author-maintained` if the Copyright Holder explicitly and prominently states near the primary copyright notice in the Work that the Work can only be maintained by the Copyright Holder or simply that it is `author-maintained`.

The Work has the status `maintained` if there is a Current Maintainer who has indicated in the Work that they are willing to receive error reports for the Work (for example, by supplying a valid e-mail address). It is not required for the Current Maintainer to acknowledge or act upon these error reports.

The Work changes from status `maintained` to `unmaintained` if there is no Current Maintainer, or the person stated to be Current Maintainer of the work cannot be reached through the indicated means of communication for a period of six months, and there are no other

significant signs of active maintenance.

You can become the Current Maintainer of the Work by agreement with any existing Current Maintainer to take over this role.

If the Work is unmaintained, you can become the Current Maintainer of the Work through the following steps:

1. Make a reasonable attempt to trace the Current Maintainer (and the Copyright Holder, if the two differ) through the means of an Internet or similar search.
2. If this search is successful, then enquire whether the Work is still maintained.
 - a. If it is being maintained, then ask the Current Maintainer to update their communication data within one month.
 - b. If the search is unsuccessful or no action to resume active maintenance is taken by the Current Maintainer, then announce within the pertinent community your intention to take over maintenance. (If the Work is a LaTeX work, this could be done, for example, by posting to comp.text.tex.)
- 3a. If the Current Maintainer is reachable and agrees to pass maintenance of the Work to you, then this takes effect immediately upon announcement.
- b. If the Current Maintainer is not reachable and the Copyright Holder agrees that maintenance of the Work be passed to you, then this takes effect immediately upon announcement.
4. If you make an `intention announcement` as described in 2b. above and after three months your intention is challenged neither by the Current Maintainer nor by the Copyright Holder nor by other people, then you may arrange for the Work to be changed so as to name you as the (new) Current Maintainer.
5. If the previously unreachable Current Maintainer becomes reachable once more within three months of a change completed under the terms of 3b) or 4), then that Current Maintainer must become or remain the Current Maintainer upon request provided they then update their communication data within one month.

A change in the Current Maintainer does not, of itself, alter the fact that the Work is distributed under the LPPL license.

If you become the Current Maintainer of the Work, you should immediately provide, within the Work, a prominent and unambiguous statement of your status as Current Maintainer. You should also announce your new status to the same pertinent community as in 2b) above.

WHETHER AND HOW TO DISTRIBUTE WORKS UNDER THIS LICENSE

This section contains important instructions, examples, and recommendations for authors who are considering distributing their works under this license. These authors are addressed as `you` in this section.

Choosing This License or Another License

If for any part of your work you want or need to use **distribution** conditions that differ significantly from those in this license, then do not refer to this license anywhere in your work but, instead, distribute your work under a different license. You may use the text of this license as a model for your own license, but your license should not refer to the LPPL or otherwise give the impression that your work is distributed under the LPPL.

The document `\modguide.tex` in the base LaTeX distribution explains the motivation behind the conditions of this license. It explains, for example, why distributing LaTeX under the GNU General Public License (GPL) was considered inappropriate. Even if your work is unrelated to LaTeX, the discussion in `\modguide.tex` may still be relevant, and authors intending to distribute their works under any license are encouraged to read it.

A Recommendation on Modification Without Distribution

It is wise never to modify a component of the Work, even for your own personal use, without also meeting the above conditions for distributing the modified component. While you might intend that such modifications will never be distributed, often this will happen by accident — you may forget that you have modified that component; or it may not occur to you when allowing others to access the modified version that you are thus distributing it and violating the conditions of this license in ways that could have legal implications and, worse, cause problems for the community. It is therefore usually in your best interest to keep your copy of the Work identical with the public one. Many works provide ways to control the behavior of that work without altering any of its licensed components.

How to Use This License

To use this license, place in each of the components of your work both an explicit copyright notice including your name and the year the work was authored and/or last substantially modified. Include also a statement that the distribution and/or modification of that component is constrained by the conditions in this license.

Here is an example of such a notice and statement:

```
%% pig.dtx
%% Copyright 2005 M. Y. Name
%
% This work may be distributed and/or modified under the
% conditions of the LaTeX Project Public License, either version 1.3
% of this license or (at your option) any later version.
% The latest version of this license is in
%   http://www.latex-project.org/lppl.txt
% and version 1.3 or later is part of all distributions of LaTeX
% version 2005/12/01 or later.
%
% This work has the LPPL maintenance status `maintained`.
%
% The Current Maintainer of this work is M. Y. Name.
%
% This work consists of the files pig.dtx and pig.ins
% and the derived file pig.sty.
```

Given such a notice and statement in a file, the conditions given in this license document would apply, with the `\Work` referring

to the three files ``pig.dtx``, ``pig.ins``, and ``pig.sty`` (the last being generated from ``pig.dtx`` using ``pig.ins``), the ``Base Interpreter`` referring to any ``LaTeX-Format``, and both ``Copyright Holder`` and ``Current Maintainer`` referring to the person ``M. Y. Name``.

If you do not want the Maintenance section of LPPL to apply to your Work, change ``maintained`` above into ``author-maintained``. However, we recommend that you use ``maintained``, as the Maintenance section was added in order to ensure that your Work remains useful to the community even when you can no longer maintain and support it yourself.

Derived Works That Are Not Replacements

Several clauses of the LPPL specify means to provide reliability and stability for the user community. They therefore concern themselves with the case that a Derived Work is intended to be used as a (compatible or incompatible) replacement of the original Work. If this is not the case (e.g., if a few lines of code are reused for a completely different task), then clauses 6b and 6d shall not apply.

Important Recommendations

Defining What Constitutes the Work

The LPPL requires that distributions of the Work contain all the files of the Work. It is therefore important that you provide a way for the licensee to determine which files constitute the Work. This could, for example, be achieved by explicitly listing all the files of the Work near the copyright notice of each file or by using a line such as:

```
% This work consists of all files listed in manifest.txt.
```

in that place. In the absence of an unequivocal list it might be impossible for the licensee to determine what is considered by you to comprise the Work and, in such a case, the licensee would be entitled to make reasonable conjectures as to which files comprise the Work.

COPYRIGHT NOTICE, DISCLAIMER, and LICENSE

PNG Reference Library License version 2

- * Copyright (c) 1995–2018 The PNG Reference Library Authors.
- * Copyright (c) 2018 Cosmin Truta.
- * Copyright (c) 2000–2002, 2004, 2006–2018 Glenn Randers-Pehrson.
- * Copyright (c) 1996–1997 Andreas Dilger.
- * Copyright (c) 1995–1996 Guy Eric Schalnat, Group 42, Inc.

The software is supplied “as is”, without warranty of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In no even shall the Copyright owners, or anyone distributing the software, be liable for any damages or other liability, whether in contract, tort or otherwise, arising from, out of, or in connection with the software, or the use or other dealings in the software, even if advised of the possibility

of such damage.

Permission is hereby granted to use, copy, modify, and distribute this software, or portions hereof, for any purpose, without fee, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated, but is not required.
2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
3. This Copyright notice may not be removed or altered from any source or altered source distribution.

PNG Reference Library License version 1 (for libpng 0.5 through 1.6.35)

libpng versions 1.0.7, July 1, 2000 through 1.6.35, July 15, 2018 are Copyright (c) 2000–2002, 2004, 2006–2018 Glenn Randers-Pehrson, are derived from libpng-1.0.6, and are distributed according to the same disclaimer and license as libpng-1.0.6 with the following individuals added to the list of Contributing Authors:

Simon-Pierre Cadieux
Eric S. Raymond
Mans Rullgard
Cosmin Truta
Gilles Vollant
James Yu
Mandar Sahastrabudhe
Google Inc.
Vadim Barkov

and with the following additions to the disclaimer:

There is no warranty against interference with your enjoyment of the library or against infringement. There is no warranty that our efforts or the library will fulfill any of your particular purposes or needs. This library is provided with all faults, and the entire risk of satisfactory quality, performance, accuracy, and effort is with the user.

Some files in the "contrib" directory and some configure-generated files that are distributed with libpng have other copyright owners, and are released under other open source licenses.

libpng versions 0.97, January 1998, through 1.0.6, March 20, 2000, are Copyright (c) 1998–2000 Glenn Randers-Pehrson, are derived from libpng-0.96, and are distributed according to the same disclaimer and license as libpng-0.96, with the following individuals added to the list of Contributing Authors:

Tom Lane
Glenn Randers-Pehrson
Willem van Schaik

libpng versions 0.89, June 1996, through 0.96, May 1997, are Copyright (c) 1996–1997 Andreas Dilger, are derived from libpng-0.88, and are distributed according to the same disclaimer and license as libpng-0.88, with the following individuals added to the list of

Contributing Authors:

John Bowler
Kevin Bracey
Sam Bushell
Magnus Holmgren
Greg Roelofs
Tom Tanner

Some files in the "scripts" directory have other copyright owners, but are released under this license.

libpng versions 0.5, May 1995, through 0.88, January 1996, are Copyright (c) 1995-1996 Guy Eric Schalnat, Group 42, Inc.

For the purposes of this copyright and license, "Contributing Authors" is defined as the following set of individuals:

Andreas Dilger
Dave Martindale
Guy Eric Schalnat
Paul Schmidt
Tim Wegner

The PNG Reference Library is supplied "AS IS". The Contributing Authors and Group 42, Inc. disclaim all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The Contributing Authors and Group 42, Inc. assume no liability for direct, indirect, incidental, special, exemplary, or consequential damages, which may result from the use of the PNG Reference Library, even if advised of the possibility of such damage.

Permission is hereby granted to use, copy, modify, and distribute this source code, or portions hereof, for any purpose, without fee, subject to the following restrictions:

1. The origin of this source code must not be misrepresented.
2. Altered versions must be plainly marked as such and must not be misrepresented as being the original source.
3. This Copyright notice may not be removed or altered from any source or altered source distribution.

The Contributing Authors and Group 42, Inc. specifically permit, without fee, and encourage the use of this source code as a component to supporting the PNG file format in commercial products. If you use this source code in a product, acknowledgment is not required but would be appreciated.

MIT License

Copyright (c) <year> <copyright holders>

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

MOZILLA PUBLIC LICENSE
Version 1.0

1. Definitions.

1.1. ``Contributor`` means each entity that creates or contributes to the creation of Modifications.

1.2. ``Contributor Version`` means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. ``Covered Code`` means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. ``Electronic Distribution Mechanism`` means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. ``Executable`` means Covered Code in any form other than Source Code.

1.6. ``Initial Developer`` means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. ``Larger Work`` means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. ``License`` means this document.

1.9. ``Modifications`` means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. ``Original Code`` means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.11. ``Source Code`` means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or a list of source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. ``You`` means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, ``You`` includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, ``control`` means (a) the power, direct or indirect, to cause the direction

or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell (``Utilize``) the Original Code (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Original Code (or portions thereof) and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

2.2. Contributor Grant.

Each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Contributor, to Utilize the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which you contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code distribution titled ``LEGAL`` which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If you obtain such knowledge after You make Your Modification available as described in Section 3.2, You shall promptly modify the LEGAL file in all copies You make available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Your Modification is an application programming interface and You own or control patents which are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code, and this License in any documentation for the Source Code, where You describe recipients` rights relating to Covered Code. If You created one or more Modification(s), You may add your name as a Contributor to the notice described in Exhibit A. If it is not possible to put such notice in a particular Source Code file due to its structure, then you must include such notice in a location (such as a relevant directory file) where a user would be likely to look for such a notice. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients` rights relating to the Covered Code. You may distribute the Executable version of Covered Code under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient`s rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able

to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A, and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

Netscape Communications Corporation (``Netscape``) may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If you create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), you must (a) rename Your license so that the phrases ``Mozilla``, ``MOZILLAPL``, ``MOZPL``, ``Netscape``, ``NPL`` or any confusingly similar phrase do not appear anywhere in your license and (b) otherwise make it clear that your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN ``AS IS`` BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U. S. GOVERNMENT END USERS.

The Covered Code is a ``commercial item,`` as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of ``commercial computer software`` and ``commercial computer software documentation,`` as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any

provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the United States of America: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in Santa Clara County, California, under the auspices of JAMS/EndDispute; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

Except in cases where another Contributor has failed to comply with Section 3.4, You are responsible for damages arising, directly or indirectly, out of Your utilization of rights under this License, based on the number of copies of Covered Code you made available, the revenues you received from utilizing such rights, and other relevant factors. You agree to work with affected parties to distribute responsibility on an equitable basis.

EXHIBIT A.

``The contents of this file are subject to the Mozilla Public License Version 1.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.mozilla.org/MPL/> Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is _____.

The Initial Developer of the Original Code is _____. Portions created by _____ are Copyright (C) _____. All Rights Reserved.

Contributor(s): _____.

Mozilla Public License Version 1.1

1. Definitions.

1.0.1. "Commercial Use"

means distribution or otherwise making the Covered Code available to a third party.

1.1. "Contributor"

means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version"

means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code"

means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism"

means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable"

means Covered Code in any form other than Source Code.

1.6. "Initial Developer"

means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work"

means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License"

means this document.

1.8.1. "Licensable"

means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.9. "Modifications"

means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code"

means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims"

means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code"

means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your")

means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

the licenses granted in this Section 2.1 (a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

Notwithstanding Section 2.1 (b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the

Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

the licenses granted in Sections 2.2 (a) and 2.2 (b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

Notwithstanding Section 2.2 (b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients` rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims

If Contributor has knowledge that a license under a third party`s intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing

lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4 (a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Sections 3.1, 3.2, 3.3, 3.4 and 3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with

respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions

Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. Termination

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as

"Participant") alleging that:

such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U. S. government end users

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. Miscellaneous

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable

attorneys` fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. Responsibility for claims

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

13. Multiple-licensed code

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the MPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

Exhibit A - Mozilla Public License.

"The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.mozilla.org/MPL/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is _____.

The Initial Developer of the Original Code is _____.
Portions created by _____ are Copyright (C) _____
_____. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[] License"), in which case the provisions of [] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [] License and not to allow others to use your version of this file under the MPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [] License. If you do not delete the provisions above, a recipient may use your version of this file under either the MPL or the [] License."

NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.

Mozilla Public License Version 2.0

1. Definitions

1.1. "Contributor"

means each individual or legal entity that creates, contributes to the creation of, or owns Covered Software.

- 1.2. "Contributor Version"
means the combination of the Contributions of others (if any) used by a Contributor and that particular Contributor's Contribution.
- 1.3. "Contribution"
means Covered Software of a particular Contributor.
- 1.4. "Covered Software"
means Source Code Form to which the initial Contributor has attached the notice in Exhibit A, the Executable Form of such Source Code Form, and Modifications of such Source Code Form, in each case including portions thereof.
- 1.5. "Incompatible With Secondary Licenses"
means
 - (a) that the initial Contributor has attached the notice described in Exhibit B to the Covered Software; or
 - (b) that the Covered Software was made available under the terms of version 1.1 or earlier of the License, but not also under the terms of a Secondary License.
- 1.6. "Executable Form"
means any form of the work other than Source Code Form.
- 1.7. "Larger Work"
means a work that combines Covered Software with other material, in a separate file or files, that is not Covered Software.
- 1.8. "License"
means this document.
- 1.9. "Licensable"
means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently, any and all of the rights conveyed by this License.
- 1.10. "Modifications"
means any of the following:
 - (a) any file in Source Code Form that results from an addition to, deletion from, or modification of the contents of Covered Software; or
 - (b) any new file in Source Code Form that contains any Covered Software.
- 1.11. "Patent Claims" of a Contributor
means any patent claim(s), including without limitation, method, process, and apparatus claims, in any patent Licensable by such Contributor that would be infringed, but for the grant of the License, by the making, using, selling, offering for sale, having made, import, or transfer of either its Contributions or its Contributor Version.
- 1.12. "Secondary License"
means either the GNU General Public License, Version 2.0, the GNU Lesser General Public License, Version 2.1, the GNU Affero General Public License, Version 3.0, or any later versions of those licenses.
- 1.13. "Source Code Form"
means the form of the work preferred for making modifications.

1.14. "You" (or "Your")

means an individual or a legal entity exercising rights under this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. License Grants and Conditions

2.1. Grants

Each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license:

- (a) under intellectual property rights (other than patent or trademark) Licensable by such Contributor to use, reproduce, make available, modify, display, perform, distribute, and otherwise exploit its Contributions, either on an unmodified basis, with Modifications, or as part of a Larger Work; and
- (b) under Patent Claims of such Contributor to make, use, sell, offer for sale, have made, import, and otherwise transfer either its Contributions or its Contributor Version.

2.2. Effective Date

The licenses granted in Section 2.1 with respect to any Contribution become effective for each Contribution on the date the Contributor first distributes such Contribution.

2.3. Limitations on Grant Scope

The licenses granted in this Section 2 are the only rights granted under this License. No additional rights or licenses will be implied from the distribution or licensing of Covered Software under this License. Notwithstanding Section 2.1(b) above, no patent license is granted by a Contributor:

- (a) for any code that a Contributor has removed from Covered Software; or
- (b) for infringements caused by: (i) Your and any other third party's modifications of Covered Software, or (ii) the combination of its Contributions with other software (except as part of its Contributor Version); or
- (c) under Patent Claims infringed by Covered Software in the absence of its Contributions.

This License does not grant any rights in the trademarks, service marks, or logos of any Contributor (except as may be necessary to comply with the notice requirements in Section 3.4).

2.4. Subsequent Licenses

No Contributor makes additional grants as a result of Your choice to distribute the Covered Software under a subsequent version of this License (see Section 10.2) or under the terms of a Secondary License (if permitted under the terms of Section 3.3).

2.5. Representation

Each Contributor represents that the Contributor believes its Contributions are its original creation(s) or it has sufficient rights to grant the rights to its Contributions conveyed by this License.

2.6. Fair Use

This License is not intended to limit any rights You have under applicable copyright doctrines of fair use, fair dealing, or other equivalents.

2.7. Conditions

Sections 3.1, 3.2, 3.3, and 3.4 are conditions of the licenses granted in Section 2.1.

3. Responsibilities

3.1. Distribution of Source Form

All distribution of Covered Software in Source Code Form, including any Modifications that You create or to which You contribute, must be under the terms of this License. You must inform recipients that the Source Code Form of the Covered Software is governed by the terms of this License, and how they can obtain a copy of this License. You may not attempt to alter or restrict the recipients' rights in the Source Code Form.

3.2. Distribution of Executable Form

If You distribute Covered Software in Executable Form then:

- (a) such Covered Software must also be made available in Source Code Form, as described in Section 3.1, and You must inform recipients of the Executable Form how they can obtain a copy of such Source Code Form by reasonable means in a timely manner, at a charge no more than the cost of distribution to the recipient; and
- (b) You may distribute such Executable Form under the terms of this License, or sublicense it under different terms, provided that the license for the Executable Form does not attempt to limit or alter the recipients' rights in the Source Code Form under this License.

3.3. Distribution of a Larger Work

You may create and distribute a Larger Work under terms of Your choice, provided that You also comply with the requirements of this License for the Covered Software. If the Larger Work is a combination of Covered Software with a work governed by one or more Secondary Licenses, and the Covered Software is not Incompatible With Secondary Licenses, this License permits You to additionally distribute such Covered Software under the terms of such Secondary License(s), so that the recipient of the Larger Work may, at their option, further distribute the Covered Software under the terms of either this License or such Secondary License(s).

3.4. Notices

You may not remove or alter the substance of any license notices (including copyright notices, patent notices, disclaimers of warranty, or limitations of liability) contained within the Source Code Form of

the Covered Software, except that You may alter any license notices to the extent required to remedy known factual inaccuracies.

3.5. Application of Additional Terms

You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Software. However, You may do so only on Your own behalf, and not on behalf of any Contributor. You must make it absolutely clear that any such warranty, support, indemnity, or liability obligation is offered by You alone, and You hereby agree to indemnify every Contributor for any liability incurred by such Contributor as a result of warranty, support, indemnity or liability terms You offer. You may include additional disclaimers of warranty and limitations of liability specific to any jurisdiction.

4. Inability to Comply Due to Statute or Regulation

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Software due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be placed in a text file included with all distributions of the Covered Software under this License. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Termination

5.1. The rights granted under this License will terminate automatically if You fail to comply with any of its terms. However, if You become compliant, then the rights granted under this License from a particular Contributor are reinstated (a) provisionally, unless and until such Contributor explicitly and finally terminates Your grants, and (b) on an ongoing basis, if such Contributor fails to notify You of the non-compliance by some reasonable means prior to 60 days after You have come back into compliance. Moreover, Your grants from a particular Contributor are reinstated on an ongoing basis if such Contributor notifies You of the non-compliance by some reasonable means, this is the first time You have received notice of non-compliance with this License from such Contributor, and You become compliant prior to 30 days after Your receipt of the notice.

5.2. If You initiate litigation against any entity by asserting a patent infringement claim (excluding declaratory judgment actions, counter-claims, and cross-claims) alleging that a Contributor Version directly or indirectly infringes any patent, then the rights granted to You by any and all Contributors for the Covered Software under Section 2.1 of this License shall terminate.

5.3. In the event of termination under Sections 5.1 or 5.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or Your distributors under this License prior to termination shall survive termination.

```
*****
*
* 6. Disclaimer of Warranty                               *
* -----                                              *
*
* Covered Software is provided under this License on an "as is" *
*
```

* basis, without warranty of any kind, either expressed, implied, or *
* statutory, including, without limitation, warranties that the *
* Covered Software is free of defects, merchantable, fit for a *
* particular purpose or non-infringing. The entire risk as to the *
* quality and performance of the Covered Software is with You. *
* Should any Covered Software prove defective in any respect, You *
* (not any Contributor) assume the cost of any necessary servicing, *
* repair, or correction. This disclaimer of warranty constitutes an *
* essential part of this License. No use of any Covered Software is *
* authorized under this License except under this disclaimer. *
* *

* 7. Limitation of Liability *

* ----- *
* *
* Under no circumstances and under no legal theory, whether tort *
* (including negligence), contract, or otherwise, shall any *
* Contributor, or anyone who distributes Covered Software as *
* permitted above, be liable to You for any direct, indirect, *
* special, incidental, or consequential damages of any character *
* including, without limitation, damages for lost profits, loss of *
* goodwill, work stoppage, computer failure or malfunction, or any *
* and all other commercial damages or losses, even if such party *
* shall have been informed of the possibility of such damages. This *
* limitation of liability shall not apply to liability for death or *
* personal injury resulting from such party's negligence to the *
* extent applicable law prohibits such limitation. Some *
* jurisdictions do not allow the exclusion or limitation of *
* incidental or consequential damages, so this exclusion and *
* limitation may not apply to You. *
* *

8. Litigation

Any litigation relating to this License may be brought only in the courts of a jurisdiction where the defendant maintains its principal place of business and such litigation shall be governed by laws of that jurisdiction, without reference to its conflict-of-law provisions. Nothing in this Section shall prevent a party's ability to bring cross-claims or counter-claims.

9. Miscellaneous

This License represents the complete agreement concerning the subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not be used to construe this License against a Contributor.

10. Versions of the License

10.1. New Versions

Mozilla Foundation is the license steward. Except as provided in Section 10.3, no one other than the license steward has the right to modify or publish new versions of this License. Each version will be given a

distinguishing version number.

10.2. Effect of New Versions

You may distribute the Covered Software under the terms of the version of the License under which You originally received the Covered Software, or under the terms of any subsequent version published by the license steward.

10.3. Modified Versions

If you create software not governed by this License, and you want to create a new license for such software, you may create and use a modified version of this License if you rename the license and remove any references to the name of the license steward (except to note that such modified license differs from this License).

10.4. Distributing Source Code Form that is Incompatible With Secondary Licenses

If You choose to distribute Source Code Form that is Incompatible With Secondary Licenses under the terms of this version of the License, the notice described in Exhibit B of this License must be attached.

Exhibit A – Source Code Form License Notice

This Source Code Form is subject to the terms of the Mozilla Public License, v. 2.0. If a copy of the MPL was not distributed with this file, You can obtain one at <http://mozilla.org/MPL/2.0/>.

If it is not possible or desirable to put the notice in a particular file, then You may include the notice in a location (such as a LICENSE file in a relevant directory) where a recipient would be likely to look for such a notice.

You may add additional accurate notices of copyright ownership.

Exhibit B – “Incompatible With Secondary Licenses” Notice

This Source Code Form is “Incompatible With Secondary Licenses”, as defined by the Mozilla Public License, v. 2.0.

Microsoft Public License (Ms-PL)

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

Definitions

The terms “reproduce,” “reproduction,” “derivative works,” and “distribution” have the same meaning here as under U.S. copyright law. A “contribution” is the original software, or any additions or changes to the software. A “contributor” is any person that distributes its contribution under this license. “Licensed patents” are a contributor’s patent claims that read directly on its contribution.

Grant of Rights

(A) Copyright Grant– Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant– Subject to the terms of this license, including the license

conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors` name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees, or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Microsoft Reciprocal License (Ms-RL)

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.

A "contribution" is the original software, or any additions or changes to the software.

A "contributor" is any person that distributes its contribution under this license.

"Licensed patents" are a contributor`s patent claims that read directly on its contribution.

Grant of Rights

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

Conditions and Limitations

(A) Reciprocal Grants- For any file you distribute that contains code from the software (in source code or binary format), you must provide recipients the source code to that file along with a copy of this license, which license will govern that file. You may license other files that are entirely your own work and do not contain code from the software under any terms you choose.

(B) No Trademark License- This license does not grant you rights to use any contributors` name, logo, or trademarks.

(C) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(D) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(E) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your

distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.
(F) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees, or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

MirOS License

```
/*-
 * Copyright 1999, year, year, year, 2000;
 * First M. Last <user@host.domain>
 *
 * Provided that these terms and disclaimer and all copyright notices
 * are retained or reproduced in an accompanying document, permission
 * is granted to deal in this work without restriction, including
 * limited rights to use, publicly perform, distribute, sell, modify,
 * merge, give away, or sublicense.
 *
 * This work is provided "AS IS" and WITHOUT WARRANTY of any kind, to
 * the utmost extent permitted by applicable law, neither express nor
 * implied; without malicious intent or gross negligence. In no event
 * may a licensor, author or contributor be held liable for indirect,
 * direct, other damage, loss, or other issues arising in any way out
 * of dealing in the work, even if advised of the possibility of such
 * damage or existence of a defect, except proven that it results out
 * of said person's immediate fault when using the work as intended.
 */
```

I_N_S_T_R_U_C_T_I_O_N_S_:

To apply the template(185:) specify the years of copyright (separated by comma, not as a range), the legal names of the copyright holders, and the real names of the authors if different. Avoid adding text.

R_A_T_I_O_N_A_L_E_:

This licence is apt for any kind of work (such as source code, fonts, documentation, graphics, sound etc.) and the preferred terms for work added to MirBSD. It has been drafted as universally usable equivalent of the "historic permission notice"178:181: adapted to European law because in some (droit d'auteur) countries authors cannot disclaim all liabilities. Compliance to DFSG179:181: 1.1 is ensured, and GPLv2 compatibility is asserted unless advertising clauses are used. The MirOS Licence is certified to conform to OKD18308:181: 1.0 and OSD18309:181: 1.9, and qualifies as a Free Software18310:181: and also Free Documentation18311:181: licence and is included in some relevant lists18312:181:18317:181:18313:181:18317:181:185:18304:181:.

We believe you are not liable for work inserted which is intellectual property of third parties, if you were not aware of the fact, act appropriately as soon as you become aware of that problem, seek an amicable solution for all parties, and never knowingly distribute a work without being authorised to do so by its licensors.

R_E_F_E_R_E_N_C_E_S_:

18312: also at <http://mirbsd.de/MirOS-Licence>
18313: <http://www.opensource.org/licenses/historical.php>
18314: http://www.debian.org/social_contract#guidelines
18315: <http://www.opendefinition.org/1.0>
18316: <http://www.opensource.org/docs/osd>
18317: <http://www.gnu.org/philosophy/free-sw.html>

⑦ <http://www.gnu.org/philosophy/free-doc.html>
⑧ http://www.ifross.de/ifross_html/lizenzcenter.html
⑨ <http://www.opendefinition.org/licenses>
⑩ <http://opensource.org/licenses/miros.html>

MOTOSOTO OPEN SOURCE LICENSE – Version 0.9.1

This Motosoto Open Source License (the “License”) applies to “Community Portal Server” and related software products as well as any updates or maintenance releases of that software (“Motosoto Products”) that are distributed by Motosoto.Com B.V. (“Licensor”). Any Motosoto Product licensed pursuant to this License is a “Licensed Product.” Licensed Product, in its entirety, is protected by Dutch copyright law.

This

License identifies the terms under which you may use, copy, distribute or modify Licensed Product and has been submitted to the Open Software Initiative (OSI) for approval.

Preamble

This Preamble is intended to describe, in plain English, the nature and scope of this License. However, this Preamble is not a part of this license. The legal effect of this License is dependent only upon the terms of the License and not this Preamble.

This License complies with the Open Source Definition and has been approved by Open Source Initiative. Software distributed under this License may be marked as “OSI Certified Open Source Software.”

This License provides that:

1. You may use, sell or give away the Licensed Product, alone or as a component of an aggregate software distribution containing programs from several different sources. No royalty or other fee is required.
2. Both Source Code and executable versions of the Licensed Product, including Modifications made by previous Contributors, are available for your use. (The terms “Licensed Product,” “Modifications,” “Contributors” and “Source Code” are defined in the License.)
3. You are allowed to make Modifications to the Licensed Product, and you can create Derivative Works from it. (The term “Derivative Works” is defined in the License.)
4. By accepting the Licensed Product under the provisions of this License, you agree that any Modifications you make to the Licensed Product and then distribute are governed by the provisions of this License. In particular, you must make the Source Code of your Modifications available to others.
5. You may use the Licensed Product for any purpose, but the Licensor is not providing you any warranty whatsoever, nor is the Licensor accepting any liability in the event that the Licensed Product doesn’t work properly or causes you any injury or damages.
6. If you sublicense the Licensed Product or Derivative Works, you may charge fees for warranty or support, or for accepting indemnity or liability obligations to your customers. You cannot charge for the Source Code.
7. If you assert any patent claims against the Licensor relating to the Licensed Product, or if you breach any terms of the License, your rights to the Licensed Product under this License automatically terminate.

You may use this License to distribute your own Derivative Works, in which case the provisions of this License will apply to your Derivative Works just as they do to the original Licensed Product.

Alternatively, you may distribute your Derivative Works under any other OSI-approved Open Source license, or under a proprietary license of your choice. If you use any license other than this License, however, you must continue to fulfill the requirements of this License (including the provisions relating to publishing the Source Code) for those portions of your Derivative Works that consist of the Licensed Product, including the files containing Modifications.

New versions of this License may be published from time to time. You may choose to continue to use the license terms in this version of the License or those from the new version. However, only the Licensor has the right to change the License terms as they apply to the Licensed Product.

This License relies on precise definitions for certain terms. Those terms are defined when they are first used, and the definitions are repeated for your convenience in a Glossary at the end of the License.

License Terms

1. Grant of License From Licensor.

Licensor

hereby grants you a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims, to do the following:

a. Use, reproduce, modify, display, perform, sublicense and distribute Licensed Product or portions thereof (including Modifications as hereinafter defined), in both Source Code or as an executable program. "Source Code" means the preferred form for making modifications to the Licensed Product, including all modules contained therein, plus any associated interface definition files, scripts used to control compilation and installation of an executable program, or a list of differential comparisons against the Source Code of the Licensed Product.

b. Create Derivative Works (as that term is defined under Dutch copyright law) of Licensed Product by adding to or deleting from the substance or structure of said Licensed Product.

c. Under claims of patents now or hereafter owned or controlled by Licensor, to make, use, sell, offer for sale, have made, and/or otherwise dispose of Licensed Product or portions thereof, but solely to the extent that any such claim is necessary to enable you to make, use, sell, offer for sale, have made, and/or otherwise dispose of Licensed Product or portions thereof or Derivative Works thereof.

2. Grant of License to Modifications From Contributor.

"Modifications" means any additions to or deletions from the substance or structure of (i) a file containing Licensed Product, or (ii) any new file that contains any part of Licensed Product. Hereinafter in this License, the term "Licensed Product" shall include all previous Modifications that you receive from any Contributor. By application of the provisions in Section 4(a) below, each person or

entity who created or contributed to the creation of, and distributed, a Modification (a "Contributor") hereby grants you a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims, to do the following:

a. Use, reproduce, modify, display, perform, sublicense and distribute any Modifications created by such Contributor or portions thereof, in both Source Code or as an executable program, either on an unmodified basis or as part of Derivative Works.

b. Under claims of patents now or hereafter owned or controlled by Contributor, to make, use, sell, offer for sale, have made, and/or otherwise dispose of Modifications or portions thereof, but solely to the extent that any such claim is necessary to enable you to make, use, sell, offer for sale, have made, and/or otherwise dispose of Modifications or portions thereof or Derivative Works thereof.

3. Exclusions From License Grant.

Nothing in this License shall be deemed to grant any rights to trademarks, copyrights, patents, trade secrets or any other intellectual property of Licensor or any Contributor except as expressly stated herein. No patent license is granted separate from the Licensed Product, for code that you delete from the Licensed Product, or for combinations of the Licensed Product with other software or hardware. No right is granted to the trademarks of Licensor or any Contributor even if such marks are included in the Licensed Product. Nothing in this License shall be interpreted to prohibit Licensor from licensing under different terms from this License any code that Licensor otherwise would have a right to license.

4. Your Obligations Regarding Distribution.

a. Application of This License to Your Modifications. As an express condition for your use of the Licensed Product, you hereby agree that any Modifications that you create or to which you contribute, and which you distribute, are governed by the terms of this License including, without limitation, Section 2. Any Modifications that you create or to which you contribute may be distributed only under the terms of this License or a future version of this License released under Section 7. You must include a copy of this License with every copy of the Modifications you distribute. You agree not to offer or impose any terms on any Source Code or executable version of the Licensed Product or Modifications that alter or restrict the applicable version of this License or the recipients' rights hereunder. However, you may include an additional document offering the additional rights described in Section 4(e).

b. Availability of Source Code. You must make available, under the terms of this License, the Source Code of the Licensed Product and any Modifications that you distribute, either on the same media as you distribute any executable or other form of the Licensed Product, or via a mechanism generally accepted in the software development community for the electronic transfer of data (an "Electronic Distribution Mechanism"). The Source Code for any version of Licensed Product or Modifications that you distribute must remain available for at least twelve (12) months after the date it initially became

available, or at least six (6) months after a subsequent version of said Licensed Product or Modifications has been made available. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

c. Description of Modifications. You must cause any Modifications that you create or to which you contribute, and which you distribute, to contain a file documenting the additions, changes or deletions you made to create or contribute to those Modifications, and the dates of any such additions, changes or deletions. You must include a prominent statement that the Modifications are derived, directly or indirectly, from the Licensed Product and include the names of the Licensor and any Contributor to the Licensed Product in (i) the Source Code and (ii) in any notice displayed by a version of the Licensed Product you distribute or in related documentation in which you describe the origin or ownership of the Licensed Product. You may not modify or delete any preexisting copyright notices in the Licensed Product.

d. Intellectual Property Matters.

i. Third Party Claims. If you have knowledge that a license to a third party's intellectual property right is required

to exercise the rights granted by this License, you must include a text file with the Source Code distribution titled "LEGAL" that describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If you obtain such knowledge after you make any Modifications available as described in Section 4(b), you shall promptly modify the LEGAL file in all copies you make available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Licensed Product from you that new knowledge has been obtained.

ii. Contributor APIs. If your Modifications include an application programming interface ("API") and you have knowledge of patent licenses that are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

iii. Representations. You represent that, except as disclosed pursuant to 4(d)(i) above, you believe that any Modifications you distribute are your original creations and that you have sufficient rights to grant the rights conveyed by this License.

e. Required Notices. You must duplicate this License in any documentation you provide along with the Source Code of any Modifications you create or to which you contribute, and which you distribute, wherever you describe recipients' rights relating to Licensed Product. You must duplicate the notice contained in Exhibit A (the "Notice") in each file of the Source Code of any copy you distribute of the Licensed Product. If you created a Modification, you may add your name as a Contributor to the Notice. If it is not possible to put the Notice in a particular Source Code file due to its structure, then you must include such Notice in a location (such as a relevant directory file) where a user would be likely to look for such a notice. You may choose to offer, and charge a fee for, warranty,

support, indemnity or liability obligations to one or more recipients of Licensed Product. However, you may do so only on your own behalf, and not on behalf of the Licensor or any Contributor. You must make it clear that any such warranty, support, indemnity or liability obligation is offered by you alone, and you hereby agree to indemnify the Licensor and every Contributor for any liability incurred by the Licensor or such Contributor as a result of warranty, support, indemnity or liability terms you offer.

f. Distribution of Executable Versions. You may distribute Licensed Product as an executable program under a license of your choice that may contain terms different from this License provided (i) you have satisfied the requirements of Sections 4(a) through 4(e) for that distribution, (ii) you include a conspicuous notice in the executable version, related documentation and collateral materials stating that the Source Code version of the Licensed Product is available under the terms of this License, including a description of how and where you have fulfilled the obligations of Section 4(b), (iii) you retain all existing copyright notices in the Licensed Product, and (iv) you make it clear that any terms that differ from this License are offered by you alone, not by Licensor or any Contributor. You hereby agree to indemnify the Licensor and every Contributor for any liability incurred by Licensor or such Contributor as a result of any terms you offer.

g. Distribution of Derivative Works. You may create Derivative Works (e.g., combinations of some or all of the Licensed Product with other code) and distribute the Derivative Works as products under any other license you select, with the proviso that the requirements of this License are fulfilled for those portions of the Derivative Works that consist of the Licensed Product or any Modifications thereto.

5. Inability to Comply Due to Statute or Regulation.

If it is impossible for you to comply with any of the terms of this License with respect to some or all of the Licensed Product due to statute, judicial order, or regulation, then you must (i) comply with the terms of this License to the maximum extent possible, (ii) cite the statute or regulation that prohibits you from adhering to the License, and (iii) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 4(d), and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill at computer programming to be able to understand it.

6. Application of This License.

This License applies to code to which Licensor or Contributor has attached the Notice in Exhibit A, which is incorporated herein by this reference.

7. Versions of This License.

a. Version. The Motosoto Open Source License is derived from the Jabber Open Source License. All changes are related to applicable law and the location of court.

b. New Versions. Licensor may publish from time to time revised and/or new versions of the License.

c. Effect of New Versions. Once Licensed Product has been published under a particular version of the License, you may always continue to use it under the terms of that version. You may also choose to use such Licensed Product under the terms of any subsequent version of the License published by Licensor. No one other than Licensor has the right to modify the terms applicable to Licensed Product created under this License.

d. Derivative Works of this License. If you create or use a modified version of this License, which you may do only in order to apply it to software that is not already a Licensed Product under this License, you must rename your license so that it is not confusingly similar to this License, and must make it clear that your license contains terms that differ from this License. In so naming your license, you may not use any trademark of Licensor or any Contributor.

8. Disclaimer of Warranty.

LICENSED PRODUCT IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE LICENSED PRODUCT IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PRODUCT IS WITH YOU. SHOULD LICENSED PRODUCT PROVE DEFECTIVE IN ANY RESPECT, YOU (AND NOT THE LICENSOR OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF LICENSED PRODUCT IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

9. Termination.

a. Automatic Termination Upon Breach. This license and the rights granted hereunder will terminate automatically if you fail to comply with the terms herein and fail to cure such breach within thirty (30) days of becoming aware of the breach. All sublicenses to the Licensed Product that are properly granted shall survive any termination of this license. Provisions that, by their nature, must remain in effect beyond the termination of this License, shall survive.

b. Termination Upon Assertion of Patent Infringement. If you initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Licensor or a Contributor (Licensor or Contributor against whom you file such an action is referred to herein as "Respondent") alleging that Licensed Product directly or indirectly infringes any patent, then any and all rights granted by such Respondent to you under Sections 1 or 2 of this License shall terminate prospectively upon sixty (60) days notice from Respondent (the "Notice Period") unless within that Notice Period you either agree in writing (i) to pay Respondent a mutually agreeable reasonable royalty for your past or future use of Licensed Product made by such Respondent, or (ii) withdraw your litigation

claim with respect to Licensed Product against such Respondent. If within said Notice Period a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Licensor to you under Sections 1 and 2 automatically terminate at the expiration of said Notice Period.

c. Reasonable Value of This License. If you assert a patent infringement claim against Respondent alleging that Licensed Product directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by said Respondent under Sections 1 and 2 shall be taken into account in determining the amount or value of any payment or license.

d. No Retroactive Effect of Termination. In the event of termination under Sections 9(a) or 9(b) above, all end user license agreements (excluding licenses to distributors and resellers) that have been validly granted by you or any distributor hereunder prior to termination shall survive termination.

10. Limitation of Liability.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE LICENSOR, ANY CONTRIBUTOR, OR ANY DISTRIBUTOR OF LICENSED PRODUCT, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY

Multics License

Historical Background

This edition of the Multics software materials and documentation is provided and donated to Massachusetts Institute of Technology by Group BULL including BULL HN Information Systems Inc. as a contribution to computer science knowledge. This donation is made also to give evidence of the common contributions of Massachusetts Institute of Technology, Bell Laboratories, General Electric, Honeywell Information Systems Inc., Honeywell BULL Inc., Groupe BULL and BULL HN Information Systems Inc. to the development of this operating system. Multics development was initiated by Massachusetts Institute of Technology Project MAC (1963-1970), renamed the MIT Laboratory for Computer Science and Artificial Intelligence in the mid 1970s, under the leadership of Professor Fernando Jose Corbato. Users consider that Multics provided the best software architecture for managing computer hardware properly and for executing programs. Many subsequent operating systems incorporated Multics principles. Multics was distributed in 1975 to 2000 by Group Bull in Europe, and in the U.S. by Bull HN Information Systems Inc., as

successor in interest by change in name only to Honeywell Bull Inc. and Honeywell Information Systems Inc. .

Permission to use, copy, modify, and distribute these programs and their documentation for any purpose and without fee is hereby granted, provided that the below copyright notice and historical background appear in all copies and that both the copyright notice and historical background and this permission notice appear in supporting documentation, and that the names of MIT, HIS, BULL or BULL HN not be used in advertising or publicity pertaining to distribution of the programs without specific prior written permission.

Copyright 1972 by Massachusetts Institute of Technology and Honeywell Information Systems Inc.

Copyright 2006 by BULL HN Information Systems Inc.

Copyright 2006 by Bull SAS

All Rights Reserved

ASA OPEN SOURCE AGREEMENT VERSION 1.3

THIS OPEN SOURCE AGREEMENT ("AGREEMENT") DEFINES THE RIGHTS OF USE, REPRODUCTION, DISTRIBUTION, MODIFICATION AND REDISTRIBUTION OF CERTAIN COMPUTER SOFTWARE ORIGINALLY RELEASED BY THE UNITED STATES GOVERNMENT AS REPRESENTED BY THE GOVERNMENT AGENCY LISTED BELOW ("GOVERNMENT AGENCY"). THE UNITED STATES GOVERNMENT, AS REPRESENTED BY GOVERNMENT AGENCY, IS AN INTENDED THIRD-PARTY BENEFICIARY OF ALL SUBSEQUENT DISTRIBUTIONS OR REDISTRIBUTIONS OF THE SUBJECT SOFTWARE. ANYONE WHO USES, REPRODUCES, DISTRIBUTES, MODIFIES OR REDISTRIBUTES THE SUBJECT SOFTWARE, AS DEFINED HEREIN, OR ANY PART THEREOF, IS, BY THAT ACTION, ACCEPTING IN FULL THE RESPONSIBILITIES AND OBLIGATIONS CONTAINED IN THIS AGREEMENT.

Government Agency: _____ Government Agency Original Software Designation: __ Government Agency Original Software Title: _____ User Registration Requested. Please Visit http://_____ Government Agency Point of Contact for Original Software: _____

DEFINITIONS

A. "Contributor" means Government Agency, as the developer of the Original Software, and any entity that makes a Modification. B. "Covered Patents" mean patent claims licensable by a Contributor that are necessarily infringed by the use or sale of its Modification alone or when combined with the Subject Software. C. "Display" means the showing of a copy of the Subject Software, either directly or by means of an image, or any other device. D. "Distribution" means conveyance or transfer of the Subject Software, regardless of means, to another. E. "Larger Work" means computer software that combines Subject Software, or portions thereof, with software separate from the Subject Software that is not governed by the terms of this Agreement. F. "Modification" means any alteration of, including addition to or deletion from, the substance or structure of either the Original Software or Subject Software, and includes derivative works, as that term is defined in the Copyright Statute, 17 USC 101. However, the act of including Subject Software as part of a Larger Work does not in and of itself constitute a Modification. G. "Original Software" means the computer software first released under this Agreement by Government Agency with Government Agency designation _____ and entitled _____, including source code, object code and accompanying documentation, if any. H. "Recipient" means anyone who acquires the Subject Software under this Agreement, including all Contributors. I. "Redistribution" means Distribution of the Subject Software after a Modification has been made. J. "Reproduction" means the making of a counterpart, image or copy of the Subject Software. K. "Sale" means the exchange of the Subject Software for money or equivalent value. L. "Subject Software" means the Original Software, Modifications, or any respective parts thereof. M. "Use" means the application or employment of the Subject Software for any purpose.

GRANT OF RIGHTS

A. Under Non-Patent Rights: Subject to the terms and conditions of this Agreement, each

Contributor, with respect to its own contribution to the Subject Software, hereby grants to each Recipient a non-exclusive, world-wide, royalty-free license to engage in the following activities pertaining to the Subject Software:

Use
Distribution
Reproduction
Modification
Redistribution
Display

B. Under Patent Rights: Subject to the terms and conditions of this Agreement, each Contributor, with respect to its own contribution to the Subject Software, hereby grants to each Recipient under Covered Patents a non-exclusive, world-wide, royalty-free license to engage in the following activities pertaining to the Subject Software:

Use
Distribution
Reproduction
Sale
Offer for Sale

C. The rights granted under Paragraph B. also apply to the combination of a Contributor's Modification and the Subject Software if, at the time the Modification is added by the Contributor, the addition of such Modification causes the combination to be covered by the Covered Patents. It does not apply to any other combinations that include a Modification.

D. The rights granted in Paragraphs A. and B. allow the Recipient to sublicense those same rights. Such sublicense must be under the same terms and conditions of this Agreement.

OBLIGATIONS OF RECIPIENT

A. Distribution or Redistribution of the Subject Software must be made under this Agreement except for additions covered under paragraph 3H.

Whenever a Recipient distributes or redistributes the Subject Software, a copy of this Agreement must be included with each copy of the Subject Software; and If Recipient distributes or redistributes the Subject Software in any form other than source code, Recipient must also make the source code freely available, and must provide with each copy of the Subject Software information on how to obtain the source code in a reasonable manner on or through a medium customarily used for software exchange.

B. Each Recipient must ensure that the following copyright notice appears prominently in the Subject Software:

[Government Agency will insert the applicable copyright notice in each agreement accompanying the initial distribution of original software and remove this bracketed language.]

[The following copyright notice will be used if created by a contractor pursuant to Government Agency contract and rights obtained from creator by assignment. Government Agency will insert the year and its Agency designation and remove the bracketed language.] Copyright © {YEAR} United States Government as represented by _____. All Rights Reserved.

[The following copyright notice will be used if created by civil servants only. Government Agency will insert the year and its Agency designation and remove the bracketed language.] Copyright © {YEAR} United States Government as represented by _____. No copyright is claimed in the United States under Title 17, U.S. Code. All Other Rights Reserved.

C. Each Contributor must characterize its alteration of the Subject Software as a Modification and must identify itself as the originator of its Modification in a manner that reasonably allows subsequent Recipients to identify the originator of the

Modification. In fulfillment of these requirements, Contributor must include a file (e.g., a change log file) that describes the alterations made and the date of the alterations, identifies Contributor as originator of the alterations, and consents to characterization of the alterations as a Modification, for example, by including a statement that the Modification is derived, directly or indirectly, from Original Software provided by Government Agency. Once consent is granted, it may not thereafter be revoked.

D. A Contributor may add its own copyright notice to the Subject Software. Once a copyright notice has been added to the Subject Software, a Recipient may not remove it without the express permission of the Contributor who added the notice.

E. A Recipient may not make any representation in the Subject Software or in any promotional, advertising or other material that may be construed as an endorsement by Government Agency or by any prior Recipient of any product or service provided by Recipient, or that may seek to obtain commercial advantage by the fact of Government Agency's or a prior Recipient's participation in this Agreement.

F. In an effort to track usage and maintain accurate records of the Subject Software, each Recipient, upon receipt of the Subject Software, is requested to register with Government Agency by visiting the following website: _____. Recipient's name and personal information shall be used for statistical purposes only. Once a Recipient makes a Modification available, it is requested that the Recipient inform Government Agency at the web site provided above how to access the Modification.

[Alternative paragraph for use when a web site for release and monitoring of subject software will not be supported by releasing Government Agency] In an effort to track usage and maintain accurate records of the Subject Software, each Recipient, upon receipt of the Subject Software, is requested to provide Government Agency, by e-mail to the Government Agency Point of Contact listed in clause 5.F., the following information: _____. Recipient's name and personal information shall be used for statistical purposes only. Once a Recipient makes a Modification available, it is requested that the Recipient inform Government Agency, by e-mail to the Government Agency Point of Contact listed in clause 5.F., how to access the Modification.

G. Each Contributor represents that that its Modification is believed to be Contributor's original creation and does not violate any existing agreements, regulations, statutes or rules, and further that Contributor has sufficient rights to grant the rights conveyed by this Agreement.

H. A Recipient may choose to offer, and to charge a fee for, warranty, support, indemnity and/or liability obligations to one or more other Recipients of the Subject Software. A Recipient may do so, however, only on its own behalf and not on behalf of Government Agency or any other Recipient. Such a Recipient must make it absolutely clear that any such warranty, support, indemnity and/or liability obligation is offered by that Recipient alone. Further, such Recipient agrees to indemnify Government Agency and every other Recipient for any liability incurred by them as a result of warranty, support, indemnity and/or liability offered by such Recipient.

I. A Recipient may create a Larger Work by combining Subject Software with separate software not governed by the terms of this agreement and distribute the Larger Work as a single product. In such case, the Recipient must make sure Subject Software, or portions thereof, included in the Larger Work is subject to this Agreement.

J. Notwithstanding any provisions contained herein, Recipient is hereby put on notice that export of any goods or technical data from the United States may require some form of export license from the U.S. Government. Failure to obtain necessary export licenses may result in criminal liability under U.S. laws. Government Agency neither represents that a license shall not be required nor that, if required, it shall be issued. Nothing granted herein provides any such export license.

DISCLAIMER OF WARRANTIES AND LIABILITIES; WAIVER AND INDEMNIFICATION

A. No Warranty: THE SUBJECT SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTY THAT THE SUBJECT SOFTWARE WILL CONFORM TO SPECIFICATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT, ANY WARRANTY THAT THE SUBJECT SOFTWARE WILL BE ERROR FREE, OR ANY WARRANTY THAT DOCUMENTATION, IF PROVIDED, WILL CONFORM TO THE SUBJECT SOFTWARE. THIS AGREEMENT DOES NOT, IN ANY MANNER, CONSTITUTE AN ENDORSEMENT BY GOVERNMENT AGENCY OR ANY PRIOR RECIPIENT OF ANY RESULTS, RESULTING DESIGNS, HARDWARE, SOFTWARE PRODUCTS OR ANY OTHER APPLICATIONS RESULTING FROM USE OF THE SUBJECT SOFTWARE. FURTHER, GOVERNMENT AGENCY DISCLAIMS ALL WARRANTIES AND LIABILITIES REGARDING THIRD-PARTY SOFTWARE, IF PRESENT IN THE ORIGINAL SOFTWARE, AND DISTRIBUTES IT "AS IS."

B. Waiver and Indemnity: RECIPIENT AGREES TO WAIVE ANY AND ALL CLAIMS AGAINST THE UNITED STATES GOVERNMENT, ITS CONTRACTORS AND SUBCONTRACTORS, AS WELL AS ANY PRIOR RECIPIENT. IF RECIPIENT'S USE OF THE SUBJECT SOFTWARE RESULTS IN ANY LIABILITIES, DEMANDS, DAMAGES, EXPENSES OR LOSSES ARISING FROM SUCH USE, INCLUDING ANY DAMAGES FROM PRODUCTS BASED ON, OR RESULTING FROM, RECIPIENT'S USE OF THE SUBJECT SOFTWARE, RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE UNITED STATES GOVERNMENT, ITS CONTRACTORS AND SUBCONTRACTORS, AS WELL AS ANY PRIOR RECIPIENT, TO THE EXTENT PERMITTED BY LAW. RECIPIENT'S SOLE REMEDY FOR ANY SUCH MATTER SHALL BE THE IMMEDIATE, UNILATERAL TERMINATION OF THIS AGREEMENT.

GENERAL TERMS

A. Termination: This Agreement and the rights granted hereunder will terminate automatically if a Recipient fails to comply with these terms and conditions, and fails to cure such noncompliance within thirty (30) days of becoming aware of such noncompliance. Upon termination, a Recipient agrees to immediately cease use and distribution of the Subject Software. All sublicenses to the Subject Software properly granted by the breaching Recipient shall survive any such termination of this Agreement.

B. Severability: If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement.

C. Applicable Law: This Agreement shall be subject to United States federal law only for all purposes, including, but not limited to, determining the validity of this Agreement, the meaning of its provisions and the rights, obligations and remedies of the parties.

D. Entire Understanding: This Agreement constitutes the entire understanding and agreement of the parties relating to release of the Subject Software and may not be superseded, modified or amended except by further written agreement duly executed by the parties.

E. Binding Authority: By accepting and using the Subject Software under this Agreement, a Recipient affirms its authority to bind the Recipient to all terms and conditions of this Agreement and that that Recipient hereby agrees to all terms and conditions herein.

F. Point of Contact: Any Recipient contact with Government Agency is to be directed to the designated representative as follows: _____.

University of Illinois/NCSA Open Source License
Copyright (c) <Year> <Owner Organization Name>
All rights reserved.

Developed by: <Name of Development Group>
<Name of Institution>
<URL for Development Group/Institution>

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal with the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to

permit persons to whom the Software is furnished to do so, subject to the following conditions:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimers. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimers in the documentation and/or other materials provided with the distribution.

Neither the names of <Name of Development Group, Name of Institution>, nor the names of its contributors may be used to endorse or promote products derived from this Software without specific prior written permission.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE CONTRIBUTORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS WITH THE SOFTWARE.

NETHACK GENERAL PUBLIC LICENSE

(Copyright 1989 M. Stephenson)

(Based on the BISON general public license, copyright 1988 Richard M. Stallman)

Everyone is permitted to copy and distribute verbatim copies of this license, but changing it is not allowed. You can also use this wording to make the terms for other programs.

The license agreements of most software companies keep you at the mercy of those companies. By contrast, our general public license is intended to give everyone the right to share NetHack. To make sure that you get the rights we want you to have, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. Hence this license agreement.

Specifically, we want to make sure that you have the right to give away copies of NetHack, that you receive source code or else can get it if you want it, that you can change NetHack or use pieces of it in new free programs, and that you know you can do these things.

To make sure that everyone has such rights, we have to forbid you to deprive anyone else of these rights. For example, if you distribute copies of NetHack, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must tell them their rights.

Also, for our own protection, we must make certain that everyone finds out that there is no warranty for NetHack. If NetHack is modified by someone else and passed on, we want its recipients to know that what they have is not what we distributed.

Therefore we (Mike Stephenson and other holders of NetHack copyrights) make the following terms which say what you must do to be allowed to distribute or change NetHack.

COPYING POLICIES

You may copy and distribute verbatim copies of NetHack source code as you receive it, in any medium, provided that you keep intact the notices on all files that refer to copyrights, to this License Agreement, and to the absence of any warranty; and give any other recipients of the NetHack program a copy of this License Agreement along with the program.

You may modify your copy or copies of NetHack or any portion of it, and copy and distribute such modifications under the terms of Paragraph 1 above (including

distributing this License Agreement), provided that you also do the following:

a) cause the modified files to carry prominent notices stating that you changed the files and the date of any change; and

b) cause the whole of any work that you distribute or publish, that in whole or in part contains or is a derivative of NetHack or any part thereof, to be licensed at no charge to all third parties on terms identical to those contained in this License Agreement (except that you may choose to grant more extensive warranty protection to some or all third parties, at your option)

c) You may charge a distribution fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

You may copy and distribute NetHack (or a portion or derivative of it, under Paragraph 2) in object code or executable form under the terms of Paragraphs 1 and 2 above provided that you also do one of the following:

a) accompany it with the complete machine-readable source code, which must be distributed under the terms of Paragraphs 1 and 2 above; or,

b) accompany it with full information as to how to obtain the complete machine-readable source code from an appropriate archive site. (This alternative is allowed only for noncommercial distribution.)

For these purposes, complete source code means either the full source distribution as originally released over Usenet or updated copies of the files in this distribution used to create the object code or executable.

You may not copy, sublicense, distribute or transfer NetHack except as expressly provided under this License Agreement. Any attempt otherwise to copy, sublicense, distribute or transfer NetHack is void and your rights to use the program under this License agreement shall be automatically terminated. However, parties who have received computer software programs from you with this License Agreement will not have their licenses terminated so long as such parties remain in full compliance.

Stated plainly: You are permitted to modify NetHack, or otherwise use parts of NetHack, provided that you comply with the conditions specified above; in particular, your modified NetHack or program containing parts of NetHack must remain freely available as provided in this License Agreement. In other words, go ahead and share NetHack, but don't try to stop anyone else from sharing it farther.

[Home | Version 3.4.3 | Contact Us]

Hosted by:

NetHack is Copyright 1985-2003 by Stichting Mathematisch Centrum and M. Stephenson. See our license for details.

This site is Copyright 1999-2009 by Kenneth Lorber, Kensington, Maryland.

Non-Profit Open Software License ("Non-Profit OSL") 3.0

This Non-Profit Open Software License ("Non-Profit OSL") version 3.0 (the "License") applies to any original work of authorship (the "Original Work") whose owner (the "Licensor") has placed the following licensing notice adjacent to the copyright notice for the Original Work:

Licensed under the Non-Profit Open Software License version 3.0

1) Grant of Copyright License. Licensor grants You a worldwide, royalty-free, non-exclusive, sublicensable license, for the duration of the copyright, to do the following:

a) to reproduce the Original Work in copies, either alone or as part of a collective work;

b) to translate, adapt, alter, transform, modify, or arrange the Original Work, thereby creating derivative works ("Derivative Works") based upon the Original Work;

c) to distribute or communicate copies of the Original Work and Derivative Works to the public, with the proviso that copies of Original Work or Derivative Works that You distribute or communicate shall be licensed under this Non-Profit Open Software License or as provided in section 17(d);

d) to perform the Original Work publicly; and

e) to display the Original Work publicly.

2) Grant of Patent License. Licensor grants You a worldwide, royalty-free, non-exclusive, sublicensable license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, for the duration of the patents, to make, use, sell, offer for sale, have made, and import the Original Work and Derivative Works.

3) Grant of Source Code License. The term "Source Code" means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work. Licensor agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes. Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work.

4) Exclusions From License Grant. Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trademarks or service marks, may be used to endorse or promote products derived from this Original Work without express prior permission of the Licensor. Except as expressly stated herein, nothing in this License grants any license to Licensor's trademarks, copyrights, patents, trade secrets or any other intellectual property. No patent license is granted to make, use, sell, offer for sale, have made, or import embodiments of any patent claims other than the licensed claims defined in Section 2. No license is granted to the trademarks of Licensor even if such marks are included in the Original Work. Nothing in this License shall be interpreted to prohibit Licensor from licensing under terms different from this License any Original Work that Licensor otherwise would have a right to license.

5) External Deployment. The term "External Deployment" means the use, distribution, or communication of the Original Work or Derivative Works in any way such that the Original Work or Derivative Works may be used by anyone other than You, whether those works are distributed or communicated to those persons or made available as an application intended for use over a network. As an express condition for the grants of license hereunder, You must treat any External Deployment by You of the Original Work or a Derivative Work as a distribution under section 1(c).

6) Attribution Rights. You must retain, in the Source Code of any Derivative Works that You create, all copyright, patent, or trademark notices from the Source Code of the Original Work, as well as any notices of licensing and any descriptive text identified therein as an "Attribution Notice." You must cause the Source Code for any Derivative Works that You create to carry a prominent Attribution Notice reasonably calculated to inform recipients that You have modified the Original Work.

7) Warranty of Provenance and Disclaimer of Warranty. The Original Work is provided under this License on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of non-infringement, merchantability or fitness for a particular purpose. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential part of this License. No license to the Original Work is granted by this License except under this disclaimer.

8) Limitation of Liability. Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to

anyone for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to the extent applicable law prohibits such limitation.

9) Acceptance and Termination. If, at any time, You expressly assented to this License, that assent indicates your clear and irrevocable acceptance of this License and all of its terms and conditions. If You distribute or communicate copies of the Original Work or a Derivative Work, You must make a reasonable effort under the circumstances to obtain the express assent of recipients to the terms of this License. This License conditions your rights to undertake the activities listed in Section 1, including your right to create Derivative Works based upon the Original Work, and doing so without honoring these terms and conditions is prohibited by copyright law and international treaty. Nothing in this License is intended to affect copyright exceptions and limitations (including "fair use" or "fair dealing"). This License shall terminate immediately and You may no longer exercise any of the rights granted to You by this License upon your failure to honor the conditions in Section 1(c).

10) Termination for Patent Action. This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License as of the date You commence an action, including a cross-claim or counterclaim, against Licensor or any licensee alleging that the Original Work infringes a patent. This termination provision shall not apply for an action alleging patent infringement by combinations of the Original Work with other software or hardware.

11) Jurisdiction, Venue and Governing Law. Any action or suit relating to this License may be brought only in the courts of a jurisdiction wherein the Licensor resides or in which Licensor conducts its primary business, and under the laws of that jurisdiction excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any use of the Original Work outside the scope of this License or after its termination shall be subject to the requirements and penalties of copyright or patent law in the appropriate jurisdiction. This section shall survive the termination of this License.

12) Attorneys` Fees. In any action to enforce the terms of this License or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys` fees and costs incurred in connection with such action, including any appeal of such action. This section shall survive the termination of this License.

13) Miscellaneous. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

14) Definition of "You" in This License. "You" throughout this License, whether in upper or lower case, means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with you. For purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

15) Right to Use. You may use the Original Work in all ways not otherwise restricted or conditioned by this License or by law, and Licensor promises not to interfere with or be responsible for such uses by You.

16) Modification of This License. This License is Copyright © 2005 Lawrence Rosen. Permission is granted to copy, distribute, or communicate this License without modification. Nothing in this License permits You to modify this License as applied to the Original Work or to Derivative Works. However, You may modify the text of this License and copy, distribute or communicate your modified version (the "Modified License") and apply it to other original works of authorship subject to the following

conditions: (i) You may not indicate in any way that your Modified License is the "Open Software License" or "OSL" and you may not use those names in the name of your Modified License; (ii) You must replace the notice specified in the first paragraph above with the notice "Licensed under <insert your license name here>" or with a notice of your own that is not confusingly similar to the notice in this License; and (iii) You may not claim that your original works are open source software unless your Modified License has been approved by Open Source Initiative (OSI) and You comply with its license review and certification process.

17) Non-Profit Amendment. The name of this amended version of the Open Software License ("OSL 3.0") is "Non-Profit Open Software License 3.0". The original OSL 3.0 license has been amended as follows:

(a) Licensor represents and declares that it is a not-for-profit organization that derives no revenue whatsoever from the distribution of the Original Work or Derivative Works thereof, or from support or services relating thereto.

(b) The first sentence of Section 7 ["Warranty of Provenance"] of OSL 3.0 has been stricken. For Original Works licensed under this Non-Profit OSL 3.0, LICENSOR OFFERS NO WARRANTIES WHATSOEVER.

(c) In the first sentence of Section 8 ["Limitation of Liability"] of this Non-Profit OSL 3.0, the list of damages for which LIABILITY IS LIMITED now includes "direct" damages.

(d) The proviso in Section 1(c) of this License now refers to this "Non-Profit Open Software License" rather than the "Open Software License". You may distribute or communicate the Original Work or Derivative Works thereof under this Non-Profit OSL 3.0 license only if You make the representation and declaration in paragraph (a) of this Section 17. Otherwise, You shall distribute or communicate the Original Work or Derivative Works thereof only under the OSL 3.0 license and You shall publish clear licensing notices so stating. Also by way of clarification, this License does not authorize You to distribute or communicate works under this Non-Profit OSL 3.0 if You received them under the original OSL 3.0 license.

(e) Original Works licensed under this license shall reference "Non-Profit OSL 3.0" in licensing notices to distinguish them from works licensed under the original OSL 3.0 license.

NTP License (NTP)

Copyright (c) (CopyrightHoldersName) (From 4-digit-year)-(To 4-digit-year)

Permission to use, copy, modify, and distribute this software and its documentation for any purpose with or without fee is hereby granted, provided that the above copyright notice appears in all copies and that both the copyright notice and this permission notice appear in supporting documentation, and that the name (TrademarkedName) not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. (TrademarkedName) makes no representations about the suitability this software for any purpose. It is provided "as is" without express or implied warranty.

NAUMEN Public License

This software is Copyright (c) NAUMEN (tm) and Contributors.
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions in source code must retain the above copyright notice, this list of conditions, and the following

disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions, and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. The name NAUMEN (tm) must not be used to endorse or promote products derived from this software without prior written permission from NAUMEN.

4. The right to distribute this software or to use it for any purpose does not give you the right to use Servicemarks (sm) or Trademarks (tm) of NAUMEN.

5. If any files originating from NAUMEN or Contributors are modified, you must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

Disclaimer:

THIS SOFTWARE IS PROVIDED BY NAUMEN "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 NAUMEN OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This software consists of contributions made by NAUMEN and Contributors. Specific attributions are listed in the accompanying credits file.

Nokia Open Source License (NOKOS License) Version 1.0a

1. DEFINITIONS.

"Affiliates" of a party shall mean an entity

- a) which is directly or indirectly controlling such party;
- b) which is under the same direct or indirect ownership or control as such party; or
- c) which is directly or indirectly owned or controlled by such party.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Commercial Use" shall mean distribution or otherwise making the Covered Software available to a third party.

"Contributor" shall mean each entity that creates or contributes to the creation of Modifications.

``Contributor Version`` shall mean in case of any Contributor the combination of the Original Software, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor and in case of Nokia in addition the Original Software in any form, including the form as Executable.

``Covered Software`` shall mean the Original Software or Modifications or the combination of the Original Software and Modifications, in each case including portions thereof.

``Electronic Distribution Mechanism`` shall mean a mechanism generally accepted in the software development community for the electronic transfer of data.

``Executable`` shall mean Covered Software in any form other than Source Code.

``Nokia`` shall mean Nokia Corporation and its Affiliates.

``Larger Work`` shall mean a work, which combines Covered Software or portions thereof with code not governed by the terms of this License.

``License`` shall mean this document.

“Licensable” shall mean having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

``Modifications`` shall mean any addition to or deletion from the substance or structure of either the Original Software or any previous Modifications. When Covered Software is released as a series of files, a Modification is:

- a) Any addition to or deletion from the contents of a file containing Original Software or previous Modifications.
- b) Any new file that contains any part of the Original Software or previous Modifications.

``Original Software`` shall mean the Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Software, and which, at the time of its release under this License is not already Covered Software governed by this License.

“Patent Claims” shall mean any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

``Source Code`` shall mean the preferred form of the Covered Software for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Software or another well known, available Covered Software of the Contributor`s choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

“You” (or “Your”) shall mean an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, “You” includes Affiliates of such entity.

2. SOURCE CODE LICENSE.

2.1 Nokia Grant.

Subject to the terms of this License, Nokia hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

- a) under copyrights Licensable by Nokia to use, reproduce, modify, display, perform, sublicense and distribute the Original Software (or portions thereof) with or without Modifications, and/or as part of a Larger Work;
- b) and under Patents Claims necessarily infringed by the making, using or selling of Original Software, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Software (or portions thereof).
- c) The licenses granted in this Section 2.1(a) and (b) are effective on the date Nokia first distributes Original Software under the terms of this License.
- d) Notwithstanding Section 2.1(b) above, no patent license is granted:
 - 1) for code that You delete from the Original Software;
 - 2) separate from the Original Software; or
 - 3) for infringements caused by:
 - i) the modification of the Original Software or
 - ii) the combination of the Original Software with other software or devices.

2.2 Contributor Grant.

Subject to the terms of this License and subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

- a) under copyrights Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Software and/or as part of a Larger Work; and
- b) under Patent Claims necessarily infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of:
 - 1) Modifications made by that Contributor (or portions thereof); and
 - 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).
- c) The licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Software.
- d) Notwithstanding Section 2.2(b) above, no patent license is granted:
 - 1) for any code that Contributor has deleted from the Contributor Version;
 - 2) separate from the Contributor Version;
 - 3) for infringements caused by:
 - i) third party modifications of Contributor Version or
 - ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or
 - 4) under Patent Claims infringed by Covered Software in the absence of Modifications made by that Contributor.

3. DISTRIBUTION OBLIGATIONS.

3.1 Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2.

The Source Code version of Covered Software may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2 Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3 Description of Modifications.

You must cause all Covered Software to which You contribute to contain a file documenting the changes You made to create that Covered Software and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Software provided by Nokia and including the name of Nokia in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Software.

3.4 Intellectual Property Matters

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Software that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5 Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Software. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Software. However, You may do so only on Your own behalf, and not on behalf of Nokia or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify Nokia and every Contributor for any liability incurred by Nokia or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6 Distribution of Executable Versions.

You may distribute Covered Software in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Software, and if You include a notice stating that the Source Code version of the Covered Software is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Software. You may distribute the Executable version of Covered Software or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by Nokia or any Contributor. You hereby agree to indemnify Nokia and every Contributor for any liability incurred by Nokia or such Contributor as a result of any such terms You offer.

3.7 Larger Works.

You may create a Larger Work by combining Covered Software with other software not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Software.

4. INABILITY TO COMPLY DUE TO STATUTE OR REGULATION.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Software due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code.

Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. APPLICATION OF THIS LICENSE.

This License applies to code to which Nokia has attached the notice in Exhibit A and to related Covered Software.

6. VERSIONS OF THE LICENSE.

6.1 New Versions.

Nokia may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2 Effect of New Versions.

Once Covered Software has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Software under the terms of any subsequent version of the License published by Nokia. No one other than Nokia has the right to modify the terms applicable to Covered Software created under this License.

7. DISCLAIMER OF WARRANTY.

COVERED SOFTWARE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED SOFTWARE IS WITH YOU. SHOULD ANY COVERED SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT NOKIA, ITS LICENSORS OR AFFILIATES OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1 This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Software which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2 If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Nokia or a Contributor (Nokia or Contributor against whom You file such action is referred to as "Participant") alleging that:

a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3 If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4 In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, NOKIA, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED SOFTWARE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUT MAY ALLOW LIABILITY TO BE LIMITED; IN SUCH CASES, A PARTY'S, ITS EMPLOYEES, LICENSORS OR AFFILIATES' LIABILITY SHALL BE LIMITED TO U.S. \$50. Nothing contained in this License shall prejudice the statutory rights of any party dealing as a consumer.

10. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. All rights in the Covered Software not expressly granted under this License are reserved. Nothing in this License shall grant You any rights to use any of the trademarks of Nokia or any of its Affiliates, even if any of such trademarks are included in any part of Covered Software and/or documentation to it.

This License is governed by the laws of Finland excluding its conflict-of-law provisions. All disputes arising from or relating to this Agreement shall be settled by a single arbitrator appointed by the Central Chamber of Commerce of Finland. The arbitration procedure shall take place in Helsinki, Finland in the English language. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

11. RESPONSIBILITY FOR CLAIMS.

As between Nokia and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Nokia and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

EXHIBIT A

The contents of this file are subject to the NOKOS License Version 1.0 (the "License"); you may not use this file except in compliance with the License.

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Software is

Copyright © <year> Nokia and others. All Rights Reserved.

Contributor(s): _____.

Permission to use, copy, modify and distribute the DocBook DTD and its accompanying documentation for any purpose and without fee is hereby granted in perpetuity, provided that the above copyright notice and this paragraph appear in all copies. The copyright holders make no representation about the suitability of the DTD for any purpose. It is provided "as is" without expressed or implied warranty.

If you modify the DocBook DTD in any way, except for declaring and referencing additional sets of general entities and declaring additional notations, label your DTD as a variant of DocBook. See the maintenance documentation for more information.

OCLC Research Public License 2.0

Terms & Conditions Of Use

May, 2002

Copyright © 2002. OCLC Online Computer Library Center, Inc. All Rights Reserved

PLEASE READ THIS DOCUMENT CAREFULLY. BY DOWNLOADING OR USING THE CODE BASE AND/OR DOCUMENTATION ACCOMPANYING THIS LICENSE (THE "License"), YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF THIS LICENSE.

Section 1. Your Rights

Subject to these terms and conditions of this License, the OCLC Office of Research (the "Original Contributor") and each subsequent contributor (collectively with the Original Contributor, the "Contributors") hereby grant you a non-exclusive, worldwide, no-charge, transferable license to execute, prepare derivative works of, and distribute (internally and externally), for commercial and noncommercial purposes, the original code contributed by Original Contributor and all Modifications (collectively called the "Program").

Section 2. Definitions

A "Modification" to the Program is any addition to or deletion from the contents of any file of the Program and any new file that contains any part of the Program. If you make a Modification and distribute the Program externally you are a "Contributor." The distribution of the Program must be under the terms of this license including those in Section 3 below.

A "Combined Work" results from combining and integrating all or parts of the Program with other code. A Combined Work may be thought of as having multiple parents or being result of multiple lines of code development.

Section 3. Distribution Licensing Terms

A. General Requirements

Except as necessary to recognize third-party rights or third-party restriction (see below), a distribution of the Program in any of the forms listed below must not put any

further restrictions on the recipient's exercise of the rights granted herein.

As a Contributor, you represent that your Modification(s) are your original creation(s) and, to the best of your knowledge, no third party has any claim (including but not limited to intellectual property claims) relating to your Modification(s). You represent that each of your Modifications includes complete details of any third-party right or other third-party restriction associated with any part of your Modification (including a copy of any applicable license agreement).

The Program must be distributed without charge beyond the costs of physically transferring the files to the recipient.

This Warranty Disclaimer/Limitation of Liability must be prominently displayed with every distribution of the Program in any form:

YOU AGREE THAT THE PROGRAM IS PROVIDED AS-IS, WITHOUT WARRANTY OF ANY KIND (EITHER EXPRESS OR IMPLIED). ACCORDINGLY, OCLC MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AND DISCLAIMS ALL SUCH WARRANTIES, REPRESENTATIONS OR GUARANTEES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AS TO: (A) THE FUNCTIONALITY OR NONINFRINGEMENT OF PROGRAM, ANY MODIFICATION, A COMBINED WORK OR AN AGGREGATE WORK; OR (B) THE RESULTS OF ANY PROJECT UNDERTAKEN USING THE PROGRAM, ANY MODIFICATION, A COMBINED WORK OR AN AGGREGATE WORK. IN NO EVENT SHALL THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR ANY OTHER 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 THE PROGRAM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY WAIVE ANY CLAIMS FOR DAMAGES OF ANY KIND AGAINST CONTRIBUTORS WHICH MAY RESULT FROM YOUR USE OF THE PROGRAM.

B. Requirements for a Distribution of Modifiable Code

If you distribute the Program in a form to which the recipient can make Modifications (e.g. source code), the terms of this license apply to use by recipient. In addition, each source and data file of the Program and any Modification you distribute must contain the following notice:

"Copyright (c) 2000- (insert then current year) OCLC Online Computer Library Center, Inc. and other contributors. All rights reserved. The contents of this file, as updated from time to time by the OCLC Office of Research, are subject to OCLC Research Public License Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a current copy of the License at <http://purl.oclc.org/oclc/research/ORPL/>. Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License. This software consists of voluntary contributions made by many individuals on behalf of OCLC Research. For more information on OCLC Research, please see <http://www.oclc.org/research/>. The Original Code is _____. The Initial Developer of the Original Code is _____. Portions created by _____ are Copyright (C) _____. All Rights Reserved. Contributor(s): _____."

C. Requirements for a Distribution of Non-modifiable Code

If you distribute the Program in a form to which the recipient cannot make Modifications (e.g. object code), the terms of this license apply to use by recipient and you must include the following statement in appropriate and conspicuous locations:

"Copyright (c) 2000- (insert then current year) OCLC Online Computer Library Center, Inc. and other contributors. All rights reserved."

In addition, the source code must be included with the object code distribution or the distributor must provide the source code to the recipient upon request.

D. Requirements for a Combined Work Distribution

Distributions of Combined Works are subject to the terms of this license and must be made at no charge to the recipient beyond the costs of physically transferring the files to recipient.

A Combined Work may be distributed as either modifiable or non-modifiable code. The requirements of Section 3.B or 3.C above (as appropriate) apply to such distributions.

An "Aggregate Work" is when the Program exists, without integration, with other programs on a storage medium. This License does not apply to portions of an Aggregate Work which are not covered by the definition of "Program" provided in this License. You are not forbidden from selling an Aggregate Work. However, the Program contained in an Aggregate Work is subject to this License. Also, should the Program be extracted from an Aggregate Work, this License applies to any use of the Program apart from the Aggregate Work.

Section 4. License Grant

For purposes of permitting use of your Modifications by OCLC and other licensees hereunder, you hereby grant to OCLC and such other licensees the non-exclusive, worldwide, royalty-free, transferable, sublicenseable license to execute, copy, alter, delete, modify, adapt, change, revise, enhance, develop, publicly display, distribute (internally and externally) and/or create derivative works based on your Modifications (and derivative works thereof) in accordance with these Terms. This Section 4 shall survive termination of this License for any reason.

Section 5. Termination of Rights

This non-exclusive license (with respect to the grant from a particular Contributor) automatically terminates for any entity that initiates legal action for intellectual property infringement (with respect to the Program) against such Contributor as of the initiation of such action.

If you fail to comply with this License, your rights (but not your obligations) under this License shall terminate automatically unless you cure such breach within thirty (30) days of becoming aware of the noncompliance. All sublicenses granted by you which preexist such termination and are properly granted shall survive such termination.

Section 6. Other Terms

Except for the copyright notices required above, you may not use any trademark of any of the Contributors without the prior written consent of the relevant Contributor. You agree not to remove, alter or obscure any copyright or other proprietary rights notice contained in the Program.

All transfers of the Program or any part thereof shall be made in compliance with U.S. import/export regulations or other restrictions of the U.S. Department of Commerce, as well as other similar trade or commerce restrictions which might apply.

Any patent obtained by any party covering the Program or any part thereof must include a provision providing for the free, perpetual and unrestricted commercial and noncommercial use by any third party.

If, as a consequence of a court judgment or settlement relating to intellectual property infringement or any other cause of action, conditions are imposed on you that contradict the conditions of this License, such conditions do not excuse you from compliance with this License. If you cannot distribute the Program so as to simultaneously satisfy your obligations under this License and such other conditions, you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, you could not satisfy both the patent license and this License, and you would be required to refrain entirely from distribution of the Program.

If you learn of a third party claim or other restriction relating to a Program you have

already distributed you shall promptly redo your Program to address the issue and take all reasonable steps to inform those who may have received the Program at issue. An example of an appropriate reasonable step to inform would be posting an announcement on an appropriate web bulletin board.

The provisions of this License are deemed to be severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect. In substitution for any provision held unlawful, there shall be substituted a provision of similar import reflecting the original intent of the parties hereto to the extent permissible under law.

The Original Contributor from time to time may change this License, and the amended license will apply to all copies of the Program downloaded after the new license is posted. This License grants only the rights expressly stated herein and provides you with no implied rights or licenses to the intellectual property of any Contributor.

This License is the complete and exclusive statement of the agreement between the parties concerning the subject matter hereof and may not be amended except by the written agreement of the parties. This License shall be governed by and construed in accordance with the laws of the State of Ohio and the United States of America, without regard to principles of conflicts of law.

ODC Open Database License (ODbL)

Preamble

The Open Database License (ODbL) is a license agreement intended to allow users to freely share, modify, and use this Database while maintaining this same freedom for others. Many databases are covered by copyright, and therefore this document licenses these rights. Some jurisdictions, mainly in the European Union, have specific rights that cover databases, and so the ODbL addresses these rights, too. Finally, the ODbL is also an agreement in contract for users of this Database to act in certain ways in return for accessing this Database.

Databases can contain a wide variety of types of content (images, audiovisual material, and sounds all in the same database, for example), and so the ODbL only governs the rights over the Database, and not the contents of the Database individually. Licensors should use the ODbL together with another license for the contents, if the contents have a single set of rights that uniformly covers all of the contents. If the contents have multiple sets of different rights, Licensors should describe what rights govern what contents together in the individual record or in some other way that clarifies what rights apply.

Sometimes the contents of a database, or the database itself, can be covered by other rights not addressed here (such as private contracts, trade mark over the name, or privacy rights / data protection rights over information in the contents), and so you are advised that you may have to consult other documents or clear other rights before doing activities not covered by this License.

The Licensor (as defined below)

and

You (as defined below)

agree as follows:

1.0 Definitions of Capitalised Words

"Collective Database" – Means this Database in unmodified form as part of a collection of independent databases in themselves that together are assembled into a collective whole. A work that constitutes a Collective Database will not be considered a Derivative Database.

"Convey" – As a verb, means Using the Database, a Derivative Database, or the Database as part of a Collective Database in any way that enables a Person to make or receive copies of the Database or a Derivative Database. Conveying does not include interaction with a user through a computer network, or creating and Using a Produced Work, where no transfer of a copy of the Database or a Derivative Database occurs.

"Contents" – The contents of this Database, which includes the information, independent works, or other material collected into the Database. For example, the contents of the Database could be factual data or works such as images, audiovisual material, text, or sounds.

"Database" – A collection of material (the Contents) arranged in a systematic or methodical way and individually accessible by electronic or other means offered under the terms of this License.

"Database Directive" – Means Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended or succeeded.

"Database Right" – Means rights resulting from the Chapter III ("sui generis") rights in the Database Directive (as amended and as transposed by member states), which includes the Extraction and Re-utilisation of the whole or a Substantial part of the Contents, as well as any similar rights available in the relevant jurisdiction under Section 10.4.

"Derivative Database" – Means a database based upon the Database, and includes any translation, adaptation, arrangement, modification, or any other alteration of the Database or of a Substantial part of the Contents. This includes, but is not limited to, Extracting or Re-utilising the whole or a Substantial part of the Contents in a new Database.

"Extraction" – Means the permanent or temporary transfer of all or a Substantial part of the Contents to another medium by any means or in any form.

"License" – Means this license agreement and is both a license of rights such as copyright and Database Rights and an agreement in contract.

"Licensor" – Means the Person that offers the Database under the terms of this License.

"Person" – Means a natural or legal person or a body of persons corporate or incorporate.

"Produced Work" – a work (such as an image, audiovisual material, text, or sounds) resulting from using the whole or a Substantial part of the Contents (via a search or other query) from this Database, a Derivative Database, or this Database as part of a Collective Database.

"Publicly" – means to Persons other than You or under Your control by either more than 50% ownership or by the power to direct their activities (such as contracting with an independent consultant).

"Re-utilisation" – means any form of making available to the public all or a Substantial part of the Contents by the distribution of copies, by renting, by online or other forms of transmission.

“Substantial” – Means substantial in terms of quantity or quality or a combination of both. The repeated and systematic Extraction or Re-utilisation of insubstantial parts of the Contents may amount to the Extraction or Re-utilisation of a Substantial part of the Contents.

“Use” – As a verb, means doing any act that is restricted by copyright or Database Rights whether in the original medium or any other; and includes without limitation distributing, copying, publicly performing, publicly displaying, and preparing derivative works of the Database, as well as modifying the Database as may be technically necessary to use it in a different mode or format.

“You” – Means a Person exercising rights under this License who has not previously violated the terms of this License with respect to the Database, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

Words in the singular include the plural and vice versa.

2.0 What this License covers

2.1. Legal effect of this document. This License is:

- a. A license of applicable copyright and neighbouring rights;
- b. A license of the Database Right; and
- c. An agreement in contract between You and the Licensor.

2.2 Legal rights covered. This License covers the legal rights in the Database, including:

- a. Copyright. Any copyright or neighbouring rights in the Database. The copyright licensed includes any individual elements of the Database, but does not cover the copyright over the Contents independent of this Database. See Section 2.4 for details. Copyright law varies between jurisdictions, but is likely to cover: the Database model or schema, which is the structure, arrangement, and organisation of the Database, and can also include the Database tables and table indexes; the data entry and output sheets; and the Field names of Contents stored in the Database;
- b. Database Rights. Database Rights only extend to the Extraction and Re-utilisation of the whole or a Substantial part of the Contents. Database Rights can apply even when there is no copyright over the Database. Database Rights can also apply when the Contents are removed from the Database and are selected and arranged in a way that would not infringe any applicable copyright; and
- c. Contract. This is an agreement between You and the Licensor for access to the Database. In return you agree to certain conditions of use on this access as outlined in this License.

2.3 Rights not covered.

- a. This License does not apply to computer programs used in the making or operation of the Database;
- b. This License does not cover any patents over the Contents or the Database; and
- c. This License does not cover any trademarks associated with the Database.

2.4 Relationship to Contents in the Database. The individual items of the Contents contained in this Database may be covered by other rights, including copyright, patent, data protection, privacy, or personality rights, and this License does not cover any rights (other than Database Rights or in contract) in individual Contents contained in the Database. For example, if used on a Database of images (the Contents), this License would not apply to copyright over individual images, which could have their own separate licenses, or one single license covering all of the rights over the images.

3.0 Rights granted

3.1 Subject to the terms and conditions of this License, the Licensor grants to You a worldwide, royalty-free, non-exclusive, terminable (but only under Section 9) license to Use the Database for the duration of any applicable copyright and Database Rights. These rights explicitly include commercial use, and do not exclude any field of endeavour. To the extent possible in the relevant jurisdiction, these rights may be exercised in all media and formats whether now known or created in the future.

The rights granted cover, for example:

- a. Extraction and Re-utilisation of the whole or a Substantial part of the Contents;
- b. Creation of Derivative Databases;
- c. Creation of Collective Databases;
- d. Creation of temporary or permanent reproductions by any means and in any form, in whole or in part, including of any Derivative Databases or as a part of Collective Databases; and
- e. Distribution, communication, display, lending, making available, or performance to the public by any means and in any form, in whole or in part, including of any Derivative Database or as a part of Collective Databases.

3.2 Compulsory license schemes. For the avoidance of doubt:

- a. Non-waivable compulsory license schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
- b. Waivable compulsory license schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,
- c. Voluntary license schemes. The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

3.3 The right to release the Database under different terms, or to stop distributing or making available the Database, is reserved. Note that this Database may be multiple-licensed, and so You may have the choice of using alternative licenses for this Database. Subject to Section 10.4, all other rights not expressly granted by Licensor are reserved.

4.0 Conditions of Use

4.1 The rights granted in Section 3 above are expressly made subject to Your complying with the following conditions of use. These are important conditions of this License, and if You fail to follow them, You will be in material breach of its terms.

4.2 Notices. If You Publicly Convey this Database, any Derivative Database, or the Database as part of a Collective Database, then You must:

- a. Do so only under the terms of this License or another license permitted under Section 4.4;
- b. Include a copy of this License (or, as applicable, a license permitted under Section 4.4) or its Uniform Resource Identifier (URI) with the Database or Derivative Database, including both in the Database or Derivative Database and in any relevant documentation; and
- c. Keep intact any copyright or Database Right notices and notices that refer to this License.
- d. If it is not possible to put the required notices in a particular file due to its structure, then You must include the notices in a location (such as a relevant directory) where users would be likely to look for it.

4.3 Notice for using output (Contents). Creating and Using a Produced Work does not require the notice in Section 4.2. However, if you Publicly Use a Produced Work, You must include a notice associated with the Produced Work reasonably calculated to make any Person that uses, views, accesses, interacts with, or is otherwise exposed to the Produced Work aware that Content was obtained from the Database, Derivative Database, or the Database as part of a Collective Database, and that it is available under this License.

- a. Example notice. The following text will satisfy notice under Section 4.3:

Contains information from DATABASE NAME, which is made available here under the Open Database License (ODbL).

DATABASE NAME should be replaced with the name of the Database and a hyperlink to the URI of the Database. "Open Database License" should contain a hyperlink to the URI of the text of this License. If hyperlinks are not possible, You should include the plain text of the required URI's with the above notice.

4.4 Share alike.

- a. Any Derivative Database that You Publicly Use must be only under the terms of:
 - i. This License;
 - ii. A later version of this License similar in spirit to this License; or
 - iii. A compatible license.

If You license the Derivative Database under one of the licenses mentioned in (iii), You must comply with the terms of that license.

b. For the avoidance of doubt, Extraction or Re-utilisation of the whole or a Substantial part of the Contents into a new database is a Derivative Database and must comply with Section 4.4.

c. Derivative Databases and Produced Works. A Derivative Database is Publicly Used and so must comply with Section 4.4. if a Produced Work created from the Derivative Database is Publicly Used.

d. Share Alike and additional Contents. For the avoidance of doubt, You must not add Contents to Derivative Databases under Section 4.4 a that are incompatible with the rights granted under this License.

e. Compatible licenses. Licensors may authorise a proxy to determine compatible licenses under Section 4.4 a iii. If they do so, the authorised proxy's public statement of acceptance of a compatible license grants You permission to use the compatible license.

4.5 Limits of Share Alike. The requirements of Section 4.4 do not apply in the following:

a. For the avoidance of doubt, You are not required to license Collective Databases under this License if You incorporate this Database or a Derivative Database in the collection, but this License still applies to this Database or a Derivative Database as a part of the Collective Database;

b. Using this Database, a Derivative Database, or this Database as part of a Collective Database to create a Produced Work does not create a Derivative Database for purposes of Section 4.4; and

c. Use of a Derivative Database internally within an organisation is not to the public and therefore does not fall under the requirements of Section 4.4.

4.6 Access to Derivative Databases. If You Publicly Use a Derivative Database or a Produced Work from a Derivative Database, You must also offer to recipients of the Derivative Database or Produced Work a copy in a machine readable form of:

a. The entire Derivative Database; or

b. A file containing all of the alterations made to the Database or the method of making the alterations to the Database (such as an algorithm), including any additional Contents, that make up all the differences between the Database and the Derivative Database.

The Derivative Database (under a.) or alteration file (under b.) must be available at no more than a reasonable production cost for physical distributions and free of charge if distributed over the internet.

4.7 Technological measures and additional terms

a. This License does not allow You to impose (except subject to Section 4.7 b.) any terms or any technological measures on the Database, a Derivative Database, or the whole or a Substantial part of the Contents that alter or restrict the terms of this License, or any rights granted under it, or have the effect or intent of restricting the ability of any person to exercise those rights.

b. Parallel distribution. You may impose terms or technological measures on the Database, a Derivative Database, or the whole or a Substantial part of the Contents (a "Restricted Database") in contravention of Section 4.74 a. only if You also make a copy of the

Database or a Derivative Database available to the recipient of the Restricted Database:

- i. That is available without additional fee;
- ii. That is available in a medium that does not alter or restrict the terms of this License, or any rights granted under it, or have the effect or intent of restricting the ability of any person to exercise those rights (an "Unrestricted Database"); and
- iii. The Unrestricted Database is at least as accessible to the recipient as a practical matter as the Restricted Database.

c. For the avoidance of doubt, You may place this Database or a Derivative Database in an authenticated environment, behind a password, or within a similar access control scheme provided that You do not alter or restrict the terms of this License or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights.

4.8 Licensing of others. You may not sublicense the Database. Each time You communicate the Database, the whole or Substantial part of the Contents, or any Derivative Database to anyone else in any way, the Licensor offers to the recipient a license to the Database on the same terms and conditions as this License. You are not responsible for enforcing compliance by third parties with this License, but You may enforce any rights that You have over a Derivative Database. You are solely responsible for any modifications of a Derivative Database made by You or another Person at Your direction. You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License.

5.0 Moral rights

5.1 Moral rights. This section covers moral rights, including any rights to be identified as the author of the Database or to object to treatment that would otherwise prejudice the author's honour and reputation, or any other derogatory treatment:

- a. For jurisdictions allowing waiver of moral rights, Licensor waives all moral rights that Licensor may have in the Database to the fullest extent possible by the law of the relevant jurisdiction under Section 10.4;
- b. If waiver of moral rights under Section 5.1 a in the relevant jurisdiction is not possible, Licensor agrees not to assert any moral rights over the Database and waives all claims in moral rights to the fullest extent possible by the law of the relevant jurisdiction under Section 10.4; and
- c. For jurisdictions not allowing waiver or an agreement not to assert moral rights under Section 5.1 a and b, the author may retain their moral rights over certain aspects of the Database.

Please note that some jurisdictions do not allow for the waiver of moral rights, and so moral rights may still subsist over the Database in some jurisdictions.

6.0 Fair dealing, Database exceptions, and other rights not affected

6.1 This License does not affect any rights that You or anyone else may independently have under any applicable law to make any use of this Database, including without limitation:

a. Exceptions to the Database Right including: Extraction of Contents from non-electronic Databases for private purposes, Extraction for purposes of illustration for teaching or scientific research, and Extraction or Re-utilisation for public security or an administrative or judicial procedure.

b. Fair dealing, fair use, or any other legally recognised limitation or exception to infringement of copyright or other applicable laws.

6.2 This License does not affect any rights of lawful users to Extract and Re-utilise insubstantial parts of the Contents, evaluated quantitatively or qualitatively, for any purposes whatsoever, including creating a Derivative Database (subject to other rights over the Contents, see Section 2.4). The repeated and systematic Extraction or Re-utilisation of insubstantial parts of the Contents may however amount to the Extraction or Re-utilisation of a Substantial part of the Contents.

7.0 Warranties and Disclaimer

7.1 The Database is licensed by the Licensor "as is" and without any warranty of any kind, either express, implied, or arising by statute, custom, course of dealing, or trade usage. Licensor specifically disclaims any and all implied warranties or conditions of title, non-infringement, accuracy or completeness, the presence or absence of errors, fitness for a particular purpose, merchantability, or otherwise. Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply to You.

8.0 Limitation of liability

8.1 Subject to any liability that may not be excluded or limited by law, the Licensor is not liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any use under this License, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. This exclusion of liability includes, but is not limited to, any special, incidental, consequential, punitive, or exemplary damages such as loss of revenue, data, anticipated profits, and lost business. This exclusion applies even if the Licensor has been advised of the possibility of such damages.

8.2 If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved negligence on the part of the Licensor.

9.0 Termination of Your rights under this License

9.1 Any breach by You of the terms and conditions of this License automatically terminates this License with immediate effect and without notice to You. For the avoidance of doubt, Persons who have received the Database, the whole or a Substantial part of the Contents, Derivative Databases, or the Database as part of a Collective Database from You under this License will not have their licenses terminated provided their use is in full compliance with this License or a license granted under Section 4.8 of this License. Sections 1, 2, 7, 8, 9 and 10 will survive any termination of this License.

9.2 If You are not in breach of the terms of this License, the Licensor will not terminate Your rights under it.

9.3 Unless terminated under Section 9.1, this License is granted to You for the duration of applicable rights in the Database.

9.4 Reinstatement of rights. If you cease any breach of the terms and conditions of this License, then your full rights under this License will be reinstated:

- a. Provisionally and subject to permanent termination until the 60th day after cessation of breach;
- b. Permanently on the 60th day after cessation of breach unless otherwise reasonably notified by the Licensor; or
- c. Permanently if reasonably notified by the Licensor of the violation, this is the first time You have received notice of violation of this License from the Licensor, and You cure the violation prior to 30 days after your receipt of the notice.

Persons subject to permanent termination of rights are not eligible to be a recipient and receive a license under Section 4.8.

9.5 Notwithstanding the above, Licensor reserves the right to release the Database under different license terms or to stop distributing or making available the Database. Releasing the Database under different license terms or stopping the distribution of the Database will not withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

10.0 General

10.1 If any provision of this License is held to be invalid or unenforceable, that must not affect the validity or enforceability of the remainder of the terms and conditions of this License and each remaining provision of this License shall be valid and enforced to the fullest extent permitted by law.

10.2 This License is the entire agreement between the parties with respect to the rights granted here over the Database. It replaces any earlier understandings, agreements or representations with respect to the Database.

10.3 If You are in breach of the terms of this License, You will not be entitled to rely on the terms of this License or to complain of any breach by the Licensor.

10.4 Choice of law. This License takes effect in and will be governed by the laws of the relevant jurisdiction in which the License terms are sought to be enforced. If the standard suite of rights granted under applicable copyright law and Database Rights in the relevant jurisdiction includes additional rights not granted under this License, these additional rights are granted in this License in order to meet the terms of this License.

SIL OPEN FONT LICENSE

Version 1.1 – 26 February 2007

PREAMBLE

The goals of the Open Font License (OFL) are to stimulate worldwide development of collaborative font projects, to support the font creation efforts of academic and linguistic communities, and to provide a free and open framework in which fonts may be shared and improved in partnership with others.

The OFL allows the licensed fonts to be used, studied, modified and redistributed freely as long as they are not sold by themselves. The fonts, including any derivative works, can be bundled, embedded, redistributed and/or sold with any software provided that any reserved names are not used by derivative works. The fonts and derivatives, however, cannot be released under any other type of license. The requirement for fonts to remain under this license does not apply to any document created using the fonts or their derivatives.

DEFINITIONS

“Font Software” refers to the set of files released by the Copyright Holder(s) under this license and clearly marked as such. This may include source files, build scripts and documentation.

“Reserved Font Name” refers to any names specified as such after the copyright statement(s).

“Original Version” refers to the collection of Font Software components as distributed by the Copyright Holder(s).

“Modified Version” refers to any derivative made by adding to, deleting, or substituting -- in part or in whole -- any of the components of the Original Version, by changing formats or by porting the Font Software to a new environment.

“Author” refers to any designer, engineer, programmer, technical writer or other person who contributed to the Font Software.

PERMISSION & CONDITIONS

Permission is hereby granted, free of charge, to any person obtaining a copy of the Font Software, to use, study, copy, merge, embed, modify, redistribute, and sell modified and unmodified copies of the Font Software, subject to the following conditions:

- 1) Neither the Font Software nor any of its individual components, in Original or Modified Versions, may be sold by itself.
- 2) Original or Modified Versions of the Font Software may be bundled, redistributed and/or sold with any software, provided that each copy contains the above copyright notice and this license. These can be included either as stand-alone text files, human-readable headers or in the appropriate machine-readable metadata fields within text or binary files as long as those fields can be easily viewed by the user.
- 3) No Modified Version of the Font Software may use the Reserved Font Name(s) unless explicit written permission is granted by the corresponding Copyright Holder. This restriction only applies to the primary font name as presented to the users.
- 4) The name(s) of the Copyright Holder(s) or the Author(s) of the Font Software shall not be used to promote, endorse or advertise any Modified Version, except to acknowledge the contribution(s) of the Copyright Holder(s) and the Author(s) or with their explicit written permission.
- 5) The Font Software, modified or unmodified, in part or in whole, must be distributed entirely under this license, and must not be distributed under any other license. The requirement for fonts to remain under this license does not apply to any document created using the Font Software.

TERMINATION

This license becomes null and void if any of the above conditions are

not met.

DISCLAIMER

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL THE COPYRIGHT HOLDER BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

The Open Group Test Suite License

Preamble

The intent of this document is to state the conditions under which a Package may be copied, such that the Copyright Holder maintains some semblance of artistic control over the development of the package, while giving the users of the package the right to use and distribute the Package in a more-or-less customary fashion, plus the right to make reasonable modifications.

Testing is essential for proper development and maintenance of standards-based products.

For buyers: adequate conformance testing leads to reduced integration costs and protection of investments in applications, software and people.

For software developers: conformance testing of platforms and middleware greatly reduces the cost of developing and maintaining multi-platform application software.

For suppliers: In-depth testing increases customer satisfaction and keeps development and support costs in check. API conformance is highly measurable and suppliers who claim it must be able to substantiate that claim.

As such, since these are benchmark measures of conformance, we feel the integrity of test tools is of importance. In order to preserve the integrity of the existing conformance modes of this test package and to permit recipients of modified versions of this package to run the original test modes, this license requires that the original test modes be preserved.

If you find a bug in one of the standards mode test cases, please let us know so we can feed this back into the original, and also raise any specification issues with the appropriate bodies (for example the POSIX committees).

Definitions:

"Package" refers to the collection of files distributed by the Copyright Holder, and derivatives of that collection of files created through textual modification.

"Standard Version" refers to such a Package if it has not been modified, or has been modified in accordance with the wishes of the Copyright Holder.

"Copyright Holder" is whoever is named in the copyright or copyrights for the package. "You" is you, if you're thinking about copying or distributing this Package.

"Reasonable copying fee" is whatever you can justify on the basis of media cost, duplication charges, time of people involved, and so on. (You will not be required to justify it to the Copyright Holder, but only to the computing community at large as a market that must bear the fee.)

"Freely Available" means that no fee is charged for the item itself, though there may be fees involved in handling the item. It also means that recipients of the item may redistribute it under the same conditions they received it.

1. You may make and give away verbatim copies of the source form of the Standard Version of this Package without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.

2. You may apply bug fixes, portability fixes and other modifications derived from the Public Domain or from the Copyright Holder. A Package modified in such a way shall still be considered the Standard Version.

3. You may otherwise modify your copy of this Package in any way, provided that you insert a prominent notice in each changed file stating how and when you changed that file, and provided that you do at least the following:

rename any non-standard executables and testcases so the names do not conflict with standard executables and testcases, which must also be provided, and provide a separate manual page for each non-standard executable and testcase that clearly documents how it differs from the Standard Version.

4. You may distribute the programs of this Package in object code or executable form, provided that you do at least the following:

accompany any non-standard executables and testcases with their corresponding Standard Version executables and testcases, giving the non-standard executables and testcases non-standard names, and clearly documenting the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.

5. You may charge a reasonable copying fee for any distribution of this Package. You may charge any fee you choose for support of this Package. You may not charge a fee for this Package itself. However, you may distribute this Package in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution provided that you do not advertise this Package as a product of your own.

6. The scripts and library files supplied as input to or produced as output from the programs of this Package do not automatically fall under the copyright of this Package, but belong to whomever generated them, and may be sold commercially, and may be aggregated with this Package.

7. Subroutines supplied by you and linked into this Package shall not be considered part of this Package.

8. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.

9. THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR

IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The End

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 Open Software License
v. 1.0

This Open Software License (the "License") applies to any original work of authorship (the "Original Work") whose owner (the "Licensor") has placed the following notice immediately following the copyright notice for the Original Work: "Licensed under the Open Software License version 1.0"

License Terms

1) Grant of Copyright License. Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, non-sublicenseable license to do the following:

- a) to reproduce the Original Work in copies;
- b) to prepare derivative works ("Derivative Works") based upon the Original Work;
- c) to distribute copies of the Original Work and Derivative Works to the public, with the proviso that copies of Original Work or Derivative Works that You distribute shall be licensed under the Open Software License;
- d) to perform the Original Work publicly; and
- e) to display the Original Work publicly.

2) Grant of Patent License. Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, non-sublicenseable license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor ("Licensed Claims") to make, use, sell and offer for sale the Original Work. Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, non-sublicenseable license under the Licensed Claims to make, use, sell and offer for sale Derivative Works.

3) Grant of Source Code License. The term "Source Code" means the preferred form of the Original Work for making modifications to it and all available documentation describing how to access and modify the Original Work. Licensor hereby agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes. Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work, and by publishing the address of that information repository in a notice immediately following the copyright notice that applies to the Original Work.

4) Exclusions From License Grant. Nothing in this License shall be deemed to grant any rights to trademarks, copyrights, patents, trade secrets or any other intellectual property of Licensor except as expressly stated herein. No patent license is granted to make, use, sell or offer to sell embodiments of any patent claims other than the Licensed Claims defined in Section 2. No right is granted to the trademarks of Licensor even if such marks are included in the Original Work. Nothing in this License shall be interpreted to prohibit Licensor from licensing under different terms from this License any Original Work that Licensor otherwise would have a right to license.

5) External Deployment. The term "External Deployment" means the use or distribution of the Original Work or Derivative Works in any way such that the Original Work or Derivative Works may be accessed or used by anyone other than You, whether the Original Work or Derivative Works are distributed to those persons, made available as an application intended for use over a computer network, or used to provide services or otherwise deliver content to anyone other than You. As an express condition for the grants of license hereunder, You agree that any External Deployment by You shall be deemed a distribution and shall be licensed to all under the terms of this License, as prescribed in section 1(c) herein.

6) Warranty and Disclaimer of Warranty. LICENSOR WARRANTS THAT THE COPYRIGHT IN AND TO THE ORIGINAL WORK IS OWNED BY THE LICENSOR OR THAT THE ORIGINAL WORK IS DISTRIBUTED BY LICENSOR UNDER A VALID CURRENT LICENSE FROM THE COPYRIGHT OWNER. EXCEPT AS EXPRESSLY STATED IN THE IMMEDIATELY PRECEDING SENTENCE, THE ORIGINAL WORK IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF NON-INFRINGEMENT AND WARRANTIES THAT THE ORIGINAL WORK IS MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO LICENSE TO ORIGINAL WORK IS GRANTED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

7) Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE LICENSOR BE LIABLE TO ANY PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING AS A RESULT OF THIS LICENSE OR THE USE OF THE ORIGINAL WORK INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PERSON SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

8) Acceptance and Termination. Nothing else but this License (or another written agreement between Licensor and You) grants You permission to create Derivative Works based upon the Original Work, and any attempt to do so except under the terms of this License (or another written agreement between Licensor and You) is expressly prohibited by U.S. copyright law, the equivalent laws of other countries, and by international treaty. Therefore, by exercising any of the rights granted to You in Sections 1 and 2 herein, You indicate Your acceptance of this License and all of its terms and conditions. This license shall terminate immediately and you may no longer exercise any of the rights granted to You by this License upon Your failure to honor the proviso in Section 1(c) herein.

9) Mutual Termination for Patent Action. This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License if You file a lawsuit in any court alleging that any OSI Certified open source software that is licensed under any license containing this "Mutual Termination for Patent Action" clause infringes any patent claims that are essential to use that software.

10) Jurisdiction, Venue and Governing Law. You agree that any lawsuit arising under or relating to this License shall be maintained in the courts of the jurisdiction wherein the Licensor resides or in which Licensor conducts its primary business, and under the laws of that jurisdiction excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any use of the Original Work outside the scope of this License or after its termination shall be subject to the requirements and penalties of the U.S. Copyright Act, 17 U.S.C. § 101 et seq., the equivalent laws of other countries, and international treaty. This section shall survive the termination of this License.

11) Attorneys Fees. In any action to enforce the terms of this License or seeking damages relating thereto, the prevailing party shall be

entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action. This section shall survive the termination of this License.

12) Miscellaneous. This License represents the complete agreement concerning the subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

13) Definition of "You" in This License. "You" throughout this License, whether in upper or lower case, means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with you. For purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

This license is Copyright (C) 2002 Lawrence E. Rosen. All rights reserved. Permission is hereby granted to copy and distribute this license without modification. This license may not be modified without the express written permission of its copyright owner.

Open Software License v. 2.0

This Open Software License (the "License") applies to any original work of authorship (the "Original Work") whose owner (the "Licensor") has placed the following notice immediately following the copyright notice for the Original Work:

Licensed under the Open Software License version 2.0

1) Grant of Copyright License. Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, sublicenseable license to do the following:

- a) to reproduce the Original Work in copies;
- b) to prepare derivative works ("Derivative Works") based upon the Original Work;
- c) to distribute copies of the Original Work and Derivative Works to the public, with the proviso that copies of Original Work or Derivative Works that You distribute shall be licensed under the Open Software License;
- d) to perform the Original Work publicly; and
- e) to display the Original Work publicly.

2) Grant of Patent License. Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, sublicenseable license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, to make, use, sell and offer for sale the Original Work and Derivative Works.

3) Grant of Source Code License. The term "Source Code" means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work. Licensor hereby agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes. Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work, and by publishing the address of that information repository in a notice immediately following the copyright notice that applies to the Original Work.

4) Exclusions From License Grant. Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trademarks or service marks, may be used to endorse or promote products derived from this Original Work without express prior written permission of the Licensor. Nothing in this License shall be deemed to grant any rights to trademarks, copyrights, patents, trade secrets or any other intellectual property of Licensor except as expressly stated herein. No patent license is granted to make, use, sell or offer to sell embodiments of any patent claims other than the licensed claims defined in Section 2. No right is granted to the trademarks of Licensor even if such marks are included in the Original Work. Nothing in this License shall be interpreted to prohibit Licensor from licensing under different terms from this License any Original Work that Licensor otherwise would have a right to license.

5) External Deployment. The term "External Deployment" means the use or distribution of the Original Work or Derivative Works in any way such that the Original Work or Derivative Works may be used by anyone other than You, whether the Original Work or Derivative Works are distributed to those persons or made available as an application intended for use over a computer network. As an express condition for the grants of license hereunder, You agree that any External Deployment by You of a Derivative Work shall be deemed a distribution and shall be licensed to all under the terms of this License, as prescribed in section 1(c) herein.

6) Attribution Rights. You must retain, in the Source Code of any Derivative Works that You create, all copyright, patent or trademark notices from the Source Code of the Original Work, as well as any notices of licensing and any descriptive text identified therein as an "Attribution Notice." You must cause the Source Code for any Derivative Works that You create to carry a prominent Attribution Notice reasonably calculated to inform recipients that You have modified the Original Work.

7) Warranty of Provenance and Disclaimer of Warranty. Licensor warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensor are owned by the Licensor or are sublicensed to You under the terms of this License with the permission of the contributor(s) of those copyrights and patent rights. Except as expressly stated in the immediately preceding sentence, the Original Work is provided under this License on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of NON-INFRINGEMENT, MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential part of this License. No license to Original Work is granted hereunder except under this disclaimer.

8) Limitation of Liability. Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to any person for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to liability for death or personal injury resulting from Licensor's negligence to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to You.

9) Acceptance and Termination. If You distribute copies of the Original Work or a Derivative Work, You must make a reasonable effort under the circumstances to obtain the express assent of recipients to the terms of this License. Nothing else but this License (or another written agreement between Licensor and You) grants You permission to create Derivative Works based upon the Original Work or to exercise any of the rights granted in Section 1 herein, and any attempt to do so except under the terms of this License (or another written agreement between Licensor and You) is expressly prohibited by U.S. copyright law, the equivalent laws of other countries, and by international treaty. Therefore, by exercising any of the rights granted to You in Section 1 herein, You indicate Your acceptance of this License and all of its terms and conditions. This License shall terminate immediately and you may no longer exercise any of the rights granted to You by this License upon Your failure to honor the proviso in

Section 1(c) herein.

10) Termination for Patent Action. This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License as of the date You commence an action, including a cross-claim or counterclaim, for patent infringement (i) against Licensor with respect to a patent applicable to software or (ii) against any entity with respect to a patent applicable to the Original Work (but excluding combinations of the Original Work with other software or hardware).

11) Jurisdiction, Venue and Governing Law. Any action or suit relating to this License may be brought only in the courts of a jurisdiction wherein the Licensor resides or in which Licensor conducts its primary business, and under the laws of that jurisdiction excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any use of the Original Work outside the scope of this License or after its termination shall be subject to the requirements and penalties of the U.S. Copyright Act, 17 U.S.C. 101 et seq., the equivalent laws of other countries, and international treaty. This section shall survive the termination of this License.

12) Attorneys Fees. In any action to enforce the terms of this License or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action. This section shall survive the termination of this License.

13) Miscellaneous. This License represents the complete agreement concerning the subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

14) Definition of "You" in This License. "You" throughout this License, whether in upper or lower case, means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with you. For purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

15) Right to Use. You may use the Original Work in all ways not otherwise restricted or conditioned by this License or by law, and Licensor promises not to interfere with or be responsible for such uses by You.

This license is Copyright (C) 2003 Lawrence E. Rosen. All rights reserved. Permission is hereby granted to copy and distribute this license without modification. This license may not be modified without the express written permission of its copyright owner.

Open Software License (“OSL”) v. 3.0

This Open Software License (the "License") applies to any original work of authorship (the "Original Work") whose owner (the "Licensor") has placed the following licensing notice adjacent to the copyright notice for the Original Work:

Licensed under the Open Software License version 3.0

1) Grant of Copyright License. Licensor grants You a worldwide, royalty-free, non-exclusive, sublicensable license, for the duration of the copyright, to do the following:

a) to reproduce the Original Work in copies, either alone or as part of a collective work;

b) to translate, adapt, alter, transform, modify, or arrange the Original Work, thereby creating derivative works ("Derivative Works") based upon the Original Work;

c) to distribute or communicate copies of the Original Work and Derivative Works to the public, with the proviso that copies of Original Work or Derivative Works that You distribute or communicate shall be licensed under this Open Software License;

- d) to perform the Original Work publicly; and
e) to display the Original Work publicly.
- 2) Grant of Patent License. Licensor grants You a worldwide, royalty-free, non-exclusive, sublicensable license, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor, for the duration of the patents, to make, use, sell, offer for sale, have made, and import the Original Work and Derivative Works.
- 3) Grant of Source Code License. The term "Source Code" means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work. Licensor agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes. Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work.
- 4) Exclusions From License Grant. Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trademarks or service marks, may be used to endorse or promote products derived from this Original Work without express prior permission of the Licensor. Except as expressly stated herein, nothing in this License grants any license to Licensor's trademarks, copyrights, patents, trade secrets or any other intellectual property. No patent license is granted to make, use, sell, offer for sale, have made, or import embodiments of any patent claims other than the licensed claims defined in Section 2. No license is granted to the trademarks of Licensor even if such marks are included in the Original Work. Nothing in this License shall be interpreted to prohibit Licensor from licensing under terms different from this License any Original Work that Licensor otherwise would have a right to license.
- 5) External Deployment. The term "External Deployment" means the use, distribution, or communication of the Original Work or Derivative Works in any way such that the Original Work or Derivative Works may be used by anyone other than You, whether those works are distributed or communicated to those persons or made available as an application intended for use over a network. As an express condition for the grants of license hereunder, You must treat any External Deployment by You of the Original Work or a Derivative Work as a distribution under section 1(c).
- 6) Attribution Rights. You must retain, in the Source Code of any Derivative Works that You create, all copyright, patent, or trademark notices from the Source Code of the Original Work, as well as any notices of licensing and any descriptive text identified therein as an "Attribution Notice." You must cause the Source Code for any Derivative Works that You create to carry a prominent Attribution Notice reasonably calculated to inform recipients that You have modified the Original Work.
- 7) Warranty of Provenance and Disclaimer of Warranty. Licensor warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensor are owned by the Licensor or are sublicensed to You under the terms of this License with the permission of the contributor(s) of those copyrights and patent rights. Except as expressly stated in the immediately preceding sentence, the Original Work is provided under this License on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of non-infringement, merchantability or fitness for a particular purpose. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential part of this License. No license to the Original Work is granted by this License except under this disclaimer.
- 8) Limitation of Liability. Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to anyone for any indirect, special, incidental, or consequential damages of any character arising as a result of this License or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to the extent applicable law prohibits such limitation.
- 9) Acceptance and Termination. If, at any time, You expressly assented to this License, that assent indicates your clear and irrevocable acceptance of this License and all of its terms and conditions. If You distribute or communicate copies of the Original Work or a Derivative Work, You must make a reasonable effort under the circumstances to obtain the express assent of recipients to the terms of this License. This License conditions your rights to undertake the activities listed in Section 1, including your right to create Derivative Works based upon the Original Work, and doing so without

honoring these terms and conditions is prohibited by copyright law and international treaty. Nothing in this License is intended to affect copyright exceptions and limitations (including “fair use” or “fair dealing”). This License shall terminate immediately and You may no longer exercise any of the rights granted to You by this License upon your failure to honor the conditions in Section 1(c).

10) Termination for Patent Action. This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License as of the date You commence an action, including a cross-claim or counterclaim, against Licensor or any licensee alleging that the Original Work infringes a patent. This termination provision shall not apply for an action alleging patent infringement by combinations of the Original Work with other software or hardware.

11) Jurisdiction, Venue and Governing Law. Any action or suit relating to this License may be brought only in the courts of a jurisdiction wherein the Licensor resides or in which Licensor conducts its primary business, and under the laws of that jurisdiction excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any use of the Original Work outside the scope of this License or after its termination shall be subject to the requirements and penalties of copyright or patent law in the appropriate jurisdiction. This section shall survive the termination of this License.

12) Attorneys’ Fees. In any action to enforce the terms of this License or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action. This section shall survive the termination of this License.

13) Miscellaneous. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

14) Definition of "You" in This License. "You" throughout this License, whether in upper or lower case, means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with you. For purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

15) Right to Use. You may use the Original Work in all ways not otherwise restricted or conditioned by this License or by law, and Licensor promises not to interfere with or be responsible for such uses by You.

16) Modification of This License. This License is Copyright © 2005 Lawrence Rosen. Permission is granted to copy, distribute, or communicate this License without modification. Nothing in this License permits You to modify this License as applied to the Original Work or to Derivative Works. However, You may modify the text of this License and copy, distribute or communicate your modified version (the "Modified License") and apply it to other original works of authorship subject to the following conditions: (i) You may not indicate in any way that your Modified License is the "Open Software License" or "OSL" and you may not use those names in the name of your Modified License; (ii) You must replace the notice specified in the first paragraph above with the notice "Licensed under <insert your license name here>" or with a notice of your own that is not confusingly similar to the notice in this License; and (iii) You may not claim that your original works are open source software unless your Modified License has been approved by Open Source Initiative (OSI) and You comply with its license review and certification process.

OpenSSL License

=====
Copyright (c) 1998-2008 The OpenSSL Project. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright

notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgment:
"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"
4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.
5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.
6. Redistributions of any form whatsoever must retain the following acknowledgment:
"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS`` AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

=====

This product includes cryptographic software written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

Original SSLeay License

Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com)
All rights reserved.

This package is an SSL implementation written by Eric Young (eay@cryptsoft.com). The implementation was written so as to conform with Netscapes SSL.

This library is free for commercial and non-commercial use as long as the following conditions are aheared to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com).

Copyright remains Eric Young`s, and as such any Copyright notices in the code are not to be removed.

If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement:
"This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)"
The word `cryptographic` can be left out if the routines from the library being used are not cryptographic related :-).
4. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement:
"This product includes software written by Tim Hudson (tjh@cryptsoft.com)"

THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS`` AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The licence and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution licence
[including the GNU Public Licence.]

This is a placeholder for the Public Domain License

The PHP License, version 3.01
Copyright (c) 1999 - 2010 The PHP Group. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, is permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name "PHP" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact group@php.net.

4. Products derived from this software may not be called "PHP", nor may "PHP" appear in their name, without prior written permission from group@php.net. You may indicate that your software works in conjunction with PHP by saying "Foo for PHP" instead of calling it "PHP Foo" or "phpfoo"
5. The PHP Group may publish revised and/or new versions of the license from time to time. Each version will be given a distinguishing version number. Once covered code has been published under a particular version of the license, you may always continue to use it under the terms of that version. You may also choose to use such covered code under the terms of any subsequent version of the license published by the PHP Group. No one other than the PHP Group has the right to modify the terms applicable to covered code created under this License.
6. Redistributions of any form whatsoever must retain the following acknowledgment:
"This product includes PHP software, freely available from
<<http://www.php.net/software/>>".

THIS SOFTWARE IS PROVIDED BY THE PHP DEVELOPMENT TEAM ``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 PHP DEVELOPMENT TEAM OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This software consists of voluntary contributions made by many individuals on behalf of the PHP Group.

The PHP Group can be contacted via Email at group@php.net.

For more information on the PHP Group and the PHP project, please see <<http://www.php.net>>.

PHP includes the Zend Engine, freely available at <<http://www.zend.com>>.

PYTHON SOFTWARE FOUNDATION LICENSE VERSION 2

1. This LICENSE AGREEMENT is between the Python Software Foundation ("PSF"), and the Individual or Organization ("Licensee") accessing and otherwise using this software ("Python") in source or binary form and its associated documentation.
2. Subject to the terms and conditions of this License Agreement, PSF hereby grants Licensee a nonexclusive, royalty-free, world-wide license to reproduce, analyze, test, perform and/or display publicly, prepare derivative works, distribute, and otherwise use Python alone or in any derivative version, provided, however, that PSF's License Agreement and PSF's notice of copyright, i.e., "Copyright (c) 2001, 2002, 2003, 2004, 2005, 2006 Python Software Foundation; All Rights

Reserved" are retained in Python alone or in any derivative version prepared by Licensee.

3. In the event Licensee prepares a derivative work that is based on or incorporates Python or any part thereof, and wants to make the derivative work available to others as provided herein, then Licensee hereby agrees to include in any such work a brief summary of the changes made to Python.

4. PSF is making Python available to Licensee on an "AS IS" basis. PSF MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, PSF MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF PYTHON WILL NOT INFRINGE ANY THIRD PARTY RIGHTS.

5. PSF SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER USERS OF PYTHON FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS AS A RESULT OF MODIFYING, DISTRIBUTING, OR OTHERWISE USING PYTHON, OR ANY DERIVATIVE THEREOF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

6. This License Agreement will automatically terminate upon a material breach of its terms and conditions.

7. Nothing in this License Agreement shall be deemed to create any relationship of agency, partnership, or joint venture between PSF and Licensee. This License Agreement does not grant permission to use PSF trademarks or trade name in a trademark sense to endorse or promote products or services of Licensee, or any third party.

8. By copying, installing or otherwise using Python, Licensee agrees to be bound by the terms and conditions of this License Agreement.

ParaType Free Font Licensing Agreement

Copyright (c) 2009, ParaType Ltd. All Rights Reserved.

LICENSING AGREEMENT

for the fonts with Original Name: PT Sans, PT Serif, PT Mono
Version 1.3 – January 20, 2012

GRANT OF LICENSE

ParaType Ltd grants you the right to use, copy, modify the fonts and distribute modified and unmodified copies of the fonts by any means, including placing on Web servers for free downloading, embedding in documents and Web pages, bundling with commercial and non commercial products, if it does not conflict with the conditions listed below:

– You may bundle the fonts with commercial software, but you may not sell the fonts by themselves. They are free.

– You may distribute the fonts in modified or unmodified versions only together with this Licensing Agreement and with above copyright notice. You have no right to modify the text of Licensing Agreement. It can be placed in a separate text file or inserted into the font file, but it must be easily viewed by users.

– You may not distribute modified version of the font under the Original name or a combination of Original name with any other words without explicit written permission from ParaType.

TERMINATION & TERRITORY

This license has no limits on time and territory, but it becomes null and void if any of the above conditions are not met.

DISCLAIMER

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL PARATYPE BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

ParaType Ltd

PostgreSQL Database Management System
(formerly known as Postgres, then as Postgres95)

Portions Copyright (c) 1996-2010, The PostgreSQL Global Development Group

Portions Copyright (c) 1994, The Regents of the University of California

Permission to use, copy, modify, and distribute this software and its documentation for any purpose, without fee, and without a written agreement is hereby granted, provided that the above copyright notice and this paragraph and the following two paragraphs appear in all copies.

IN NO EVENT SHALL THE UNIVERSITY OF CALIFORNIA BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF THE UNIVERSITY OF CALIFORNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE UNIVERSITY OF CALIFORNIA SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PROVIDED HEREUNDER IS ON AN "AS IS" BASIS, AND THE UNIVERSITY OF CALIFORNIA HAS NO OBLIGATIONS TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

Proprietary license.

PYTHON SOFTWARE FOUNDATION LICENSE VERSION 2

1. This LICENSE AGREEMENT is between the Python Software Foundation ("PSF"), and the Individual or Organization ("Licensee") accessing and otherwise using this software ("Python") in source or binary form and its associated documentation.
2. Subject to the terms and conditions of this License Agreement, PSF hereby grants Licensee a nonexclusive, royalty-free, world-wide license to reproduce, analyze, test, perform and/or display publicly, prepare derivative works, distribute, and otherwise use Python alone or in any derivative version, provided, however, that PSF's License Agreement and PSF's notice of copyright, i.e., "Copyright (c) 2001, 2002, 2003, 2004, 2005, 2006 Python Software Foundation; All Rights Reserved" are retained in Python alone or in any derivative version prepared by Licensee.
3. In the event Licensee prepares a derivative work that is based on or incorporates Python or any part thereof, and wants to make the derivative work available to others as provided herein, then Licensee hereby agrees to include in any such work a brief summary of the changes made to Python.
4. PSF is making Python available to Licensee on an "AS IS"

basis. PSF MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, PSF MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF PYTHON WILL NOT INFRINGE ANY THIRD PARTY RIGHTS.

5. PSF SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER USERS OF PYTHON FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS AS A RESULT OF MODIFYING, DISTRIBUTING, OR OTHERWISE USING PYTHON, OR ANY DERIVATIVE THEREOF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

6. This License Agreement will automatically terminate upon a material breach of its terms and conditions.

7. Nothing in this License Agreement shall be deemed to create any relationship of agency, partnership, or joint venture between PSF and Licensee. This License Agreement does not grant permission to use PSF trademarks or trade name in a trademark sense to endorse or promote products or services of Licensee, or any third party.

8. By copying, installing or otherwise using Python, Licensee agrees to be bound by the terms and conditions of this License Agreement.

BEOPEN.COM LICENSE AGREEMENT FOR PYTHON 2.0

BEOPEN PYTHON OPEN SOURCE LICENSE AGREEMENT VERSION 1

1. This LICENSE AGREEMENT is between BeOpen.com ("BeOpen"), having an office at 160 Saratoga Avenue, Santa Clara, CA 95051, and the Individual or Organization ("Licensee") accessing and otherwise using this software in source or binary form and its associated documentation ("the Software").

2. Subject to the terms and conditions of this BeOpen Python License Agreement, BeOpen hereby grants Licensee a non-exclusive, royalty-free, world-wide license to reproduce, analyze, test, perform and/or display publicly, prepare derivative works, distribute, and otherwise use the Software alone or in any derivative version, provided, however, that the BeOpen Python License is retained in the Software, alone or in any derivative version prepared by Licensee.

3. BeOpen is making the Software available to Licensee on an "AS IS" basis. BEOPEN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, BEOPEN MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY RIGHTS.

4. BEOPEN SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER USERS OF THE SOFTWARE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS AS A RESULT OF USING, MODIFYING OR DISTRIBUTING THE SOFTWARE, OR ANY DERIVATIVE THEREOF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

5. This License Agreement will automatically terminate upon a material breach of its terms and conditions.

6. This License Agreement shall be governed by and interpreted in all respects by the law of the State of California, excluding conflict of law provisions. Nothing in this License Agreement shall be deemed to create any relationship of agency, partnership, or joint venture between BeOpen and Licensee. This License Agreement does not grant permission to use BeOpen trademarks or trade names in a trademark

sense to endorse or promote products or services of Licensee, or any third party. As an exception, the "BeOpen Python" logos available at <http://www.pythonlabs.com/logos.html> may be used according to the permissions granted on that web page.

7. By copying, installing or otherwise using the software, Licensee agrees to be bound by the terms and conditions of this License Agreement.

CNRI LICENSE AGREEMENT FOR PYTHON 1.6.1

1. This LICENSE AGREEMENT is between the Corporation for National Research Initiatives, having an office at 1895 Preston White Drive, Reston, VA 20191 ("CNRI"), and the Individual or Organization ("Licensee") accessing and otherwise using Python 1.6.1 software in source or binary form and its associated documentation.
2. Subject to the terms and conditions of this License Agreement, CNRI hereby grants Licensee a nonexclusive, royalty-free, world-wide license to reproduce, analyze, test, perform and/or display publicly, prepare derivative works, distribute, and otherwise use Python 1.6.1 alone or in any derivative version, provided, however, that CNRI's License Agreement and CNRI's notice of copyright, i.e., "Copyright (c) 1995-2001 Corporation for National Research Initiatives; All Rights Reserved" are retained in Python 1.6.1 alone or in any derivative version prepared by Licensee. Alternately, in lieu of CNRI's License Agreement, Licensee may substitute the following text (omitting the quotes): "Python 1.6.1 is made available subject to the terms and conditions in CNRI's License Agreement. This Agreement together with Python 1.6.1 may be located on the Internet using the following unique, persistent identifier (known as a handle): 1895.22/1013. This Agreement may also be obtained from a proxy server on the Internet using the following URL: <http://hdl.handle.net/1895.22/1013>".
3. In the event Licensee prepares a derivative work that is based on or incorporates Python 1.6.1 or any part thereof, and wants to make the derivative work available to others as provided herein, then Licensee hereby agrees to include in any such work a brief summary of the changes made to Python 1.6.1.
4. CNRI is making Python 1.6.1 available to Licensee on an "AS IS" basis. CNRI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, CNRI MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF PYTHON 1.6.1 WILL NOT INFRINGE ANY THIRD PARTY RIGHTS.
5. CNRI SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER USERS OF PYTHON 1.6.1 FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS AS A RESULT OF MODIFYING, DISTRIBUTING, OR OTHERWISE USING PYTHON 1.6.1, OR ANY DERIVATIVE THEREOF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
6. This License Agreement will automatically terminate upon a material breach of its terms and conditions.
7. This License Agreement shall be governed by the federal intellectual property law of the United States, including without limitation the federal copyright law, and, to the extent such U.S. federal law does not apply, by the law of the Commonwealth of Virginia, excluding Virginia's conflict of law provisions. Notwithstanding the foregoing, with regard to derivative works based on Python 1.6.1 that incorporate non-separable material that was previously distributed under the GNU General Public License (GPL), the

law of the Commonwealth of Virginia shall govern this License Agreement only as to issues arising under or with respect to Paragraphs 4, 5, and 7 of this License Agreement. Nothing in this License Agreement shall be deemed to create any relationship of agency, partnership, or joint venture between CNRI and Licensee. This License Agreement does not grant permission to use CNRI trademarks or trade name in a trademark sense to endorse or promote products or services of Licensee, or any third party.

8. By clicking on the "ACCEPT" button where indicated, or by copying, installing or otherwise using Python 1.6.1, Licensee agrees to be bound by the terms and conditions of this License Agreement.

ACCEPT

CWI LICENSE AGREEMENT FOR PYTHON 0.9.0 THROUGH 1.2

Copyright (c) 1991 - 1995, Stichting Mathematisch Centrum Amsterdam, The Netherlands. All rights reserved.

Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of Stichting Mathematisch Centrum or CWI not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission.

STICHTING MATHEMATISCH CENTRUM DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL STICHTING MATHEMATISCH CENTRUM BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

THE Q PUBLIC LICENSE version 1.0

Copyright (C) 1999-2005 Trolltech AS, Norway.
Everyone is permitted to copy and distribute this license document.
The intent of this license is to establish freedom to share and change the software regulated by this license under the open source model.

This license applies to any software containing a notice placed by the copyright holder saying that it may be distributed under the terms of the Q Public License version 1.0. Such software is herein referred to as the Software. This license covers modification and distribution of the Software, use of third-party application programs based on the Software, and development of free software which uses the Software.

Granted Rights

1. You are granted the non-exclusive rights set forth in this license provided you agree to and comply with any and all conditions in this license. Whole or partial distribution of the Software, or software items that link with the Software, in any form signifies acceptance of this license.
2. You may copy and distribute the Software in unmodified form provided that the entire package, including - but not restricted to - copyright, trademark notices and disclaimers, as released by the initial developer of the Software, is distributed.
3. You may make modifications to the Software and distribute your modifications, in a

form that is separate from the Software, such as patches. The following restrictions apply to modifications:

- a. Modifications must not alter or remove any copyright notices in the Software.
 - b. When modifications to the Software are released under this license, a non-exclusive royalty-free right is granted to the initial developer of the Software to distribute your modification in future versions of the Software provided such versions remain available under these terms in addition to any other license(s) of the initial developer.
4. You may distribute machine-executable forms of the Software or machine-executable forms of modified versions of the Software, provided that you meet these restrictions:
- a. You must include this license document in the distribution.
 - b. You must ensure that all recipients of the machine-executable forms are also able to receive the complete machine-readable source code to the distributed Software, including all modifications, without any charge beyond the costs of data transfer, and place prominent notices in the distribution explaining this.
 - c. You must ensure that all modifications included in the machine-executable forms are available under the terms of this license.
5. You may use the original or modified versions of the Software to compile, link and run application programs legally developed by you or by others.
6. You may develop application programs, reusable components and other software items that link with the original or modified versions of the Software. These items, when distributed, are subject to the following requirements:
- a. You must ensure that all recipients of machine-executable forms of these items are also able to receive and use the complete machine-readable source code to the items without any charge beyond the costs of data transfer.
 - b. You must explicitly license all recipients of your items to use and re-distribute original and modified versions of the items in both machine-executable and source code forms. The recipients must be able to do so without any charges whatsoever, and they must be able to re-distribute to anyone they choose.
 - c. If the items are not available to the general public, and the initial developer of the Software requests a copy of the items, then you must supply one.

Limitations of Liability

In no event shall the initial developers or copyright holders be liable for any damages whatsoever, including - but not restricted to - lost revenue or profits or other direct, indirect, special, incidental or consequential damages, even if they have been advised of the possibility of such damages, except to the extent invariable law, if any, provides otherwise.

No Warranty

The Software and this license document are provided AS IS with NO WARRANTY OF ANY KIND, INCLUDING THE WARRANTY OF DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Choice of Law

This license is governed by the Laws of Norway. Disputes shall be settled by Oslo City Court.

Red Hat eCos Public License v1.1

1. DEFINITIONS

1.1. "Contributor" means each entity that creates or contributes to

the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or a list of source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

1.13. "Red Hat Branded Code" is code that Red Hat distributes and/or permits others to distribute under different terms than the Red Hat eCos Public License. Red Hat's Branded Code may contain part or all of the Covered Code.

2. SOURCE CODE LICENSE

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell ("Utilize") the Original Code (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Original Code (or portions thereof) and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

2.2. Contributor Grant.

Each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Contributor, to Utilize the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

3. DISTRIBUTION OBLIGATIONS

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code you distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available and to the Initial Developer; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party. You are responsible for notifying the Initial Developer of the Modification and the location of the Source if a contact means is provided. Red Hat will be acting as maintainer of the Source and may provide an Electronic Distribution mechanism for the Modification to be made available. You can contact Red Hat to make the Modification available and to notify the Initial Developer. (<http://sourceware.cygnus.com/ecos/>)

3.3. Description of Modifications.

You must cause all Covered Code to which you contribute to contain a file documenting the changes You made to create that Covered Code and the date of

any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If you obtain such knowledge after You make Your Modification available as described in Section 3.2, You shall promptly modify the LEGAL file in all copies You make available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Your Modification is an application programming interface and You own or control patents which are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code, and this License in any documentation for the Source Code, where You describe recipients' rights relating to Covered Code. If You created one or more Modification(s), You may add your name as a Contributor to the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then you must include such notice in a location (such as a relevant directory file) where a user would be likely to look for such a notice. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code.

However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

If you distribute executable versions containing Covered Code, you must

reproduce the notice in Exhibit B in the documentation and/or other materials provided with the product.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. INABILITY TO COMPLY DUE TO STATUTE OR REGULATION

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; (b) cite the statute or regulation that prohibits you from adhering to the license; and (c) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it. You must submit this LEGAL file to Red Hat for review, and You will not be able use the covered code in any means until permission is granted from Red Hat to allow for the inability to comply due to statute or regulation.

5. APPLICATION OF THIS LICENSE

This License applies to code to which the Initial Developer has attached the notice in Exhibit A, and to related Covered Code.

Red Hat may include Covered Code in products without such additional products becoming subject to the terms of this License, and may license such additional products on different terms from those contained in this License.

Red Hat may license the Source Code of Red Hat Branded Code without Red Hat Branded Code becoming subject to the terms of this License, and may license Red Hat Branded Code on different terms from those contained in this License. Contact Red Hat for details of alternate licensing terms available.

6. VERSIONS OF THE LICENSE

6.1. New Versions.

Red Hat may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Red Hat. No one other than Red Hat has the right to modify the terms applicable to Covered Code beyond what is granted under this and subsequent Licenses.

6.3. Derivative Works.

If you create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), you must (a) rename Your license so that the phrases "ECOS", "eCos", "Red Hat", "RHEPL" or any confusingly similar phrase do not appear anywhere in your license and (b) otherwise make it clear that your version of the license contains terms which differ from the Red Hat eCos Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION

This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U. S. GOVERNMENT END USERS

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the United States of America: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in Santa Clara County, California, under the auspices of JAMS/EndDispute; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal

Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS

Except in cases where another Contributor has failed to comply with Section 3.4, You are responsible for damages arising, directly or indirectly, out of Your utilization of rights under this License, based on the number of copies of Covered Code you made available, the revenues you received from utilizing such rights, and other relevant factors. You agree to work with affected parties to distribute responsibility on an equitable basis.

13. ADDITIONAL TERMS APPLICABLE TO THE RED HAT ECOS PUBLIC LICENSE

Nothing in this License shall be interpreted to prohibit Red Hat from licensing under different terms than this License any code which Red Hat otherwise would have a right to license.

Red Hat and logo – This License does not grant any rights to use the trademark Red Hat, the Red Hat logo, eCos logo, even if such marks are included in the Original Code. You may contact Red Hat for permission to display the Red Hat and eCos marks in either the documentation or the Executable version beyond that required in Exhibit B.

Inability to Comply Due to Contractual Obligation – To the extent that Red Hat is limited contractually from making third party code available under this License, Red Hat may choose to integrate such third party code into Covered Code without being required to distribute such third party code in Source Code form, even if such third party code would otherwise be considered "Modifications" under this License.

EXHIBIT A

"The contents of this file are subject to the Red Hat eCos Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.redhat.com/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is eCos – Embedded Configurable Operating System, released September 30, 1998. The Initial Developer of the Original Code is Red Hat. Portions created by Red Hat are Copyright (C) 1998, 1999, 2000 Red Hat, Inc. All Rights Reserved."

EXHIBIT B

Part of the software embedded in this product is eCos – Embedded Configurable Operating System, a trademark of Red Hat. Portions created by Red Hat are Copyright (C) 1998, 1999, 2000 Red Hat, Inc. (<http://www.redhat.com/>). All Rights Reserved.

THE SOFTWARE IN THIS PRODUCT WAS IN PART PROVIDED BY RED HAT AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT

OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Red Hat eCos Public License v1.1

1. DEFINITIONS

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or a list of source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition,

"control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

1.13. "Red Hat Branded Code" is code that Red Hat distributes and/or permits others to distribute under different terms than the Red Hat eCos Public License. Red Hat's Branded Code may contain part or all of the Covered Code.

2. SOURCE CODE LICENSE

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell ("Utilize") the Original Code (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Original Code (or portions thereof) and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

2.2. Contributor Grant.

Each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Contributor, to Utilize the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

3. DISTRIBUTION OBLIGATIONS

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available and to the Initial Developer; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party. You are responsible for notifying the Initial Developer of the Modification and the location of the Source if a contact means is provided. Red Hat will be acting as maintainer of the Source and may provide an Electronic Distribution mechanism for the Modification to be made available. You can contact Red Hat to make the Modification available and to notify the Initial

Developer. (<http://sourceware.cygnus.com/ecos/>)

3.3. Description of Modifications.

You must cause all Covered Code to which you contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If you obtain such knowledge after You make Your Modification available as described in Section 3.2, You shall promptly modify the LEGAL file in all copies You make available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Your Modification is an application programming interface and You own or control patents which are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code, and this License in any documentation for the Source Code, where You describe recipients' rights relating to Covered Code. If You created one or more Modification(s), You may add your name as a Contributor to the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then you must include such notice in a location (such as a relevant directory file) where a user would be likely to look for such a notice. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code.

However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

If you distribute executable versions containing Covered Code, you must reproduce the

notice in Exhibit B in the documentation and/or other materials provided with the product.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. INABILITY TO COMPLY DUE TO STATUTE OR REGULATION

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; (b) cite the statute or regulation that prohibits you from adhering to the license; and (c) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it. You must submit this LEGAL file to Red Hat for review, and You will not be able use the covered code in any means until permission is granted from Red Hat to allow for the inability to comply due to statute or regulation.

5. APPLICATION OF THIS LICENSE

This License applies to code to which the Initial Developer has attached the notice in Exhibit A, and to related Covered Code.

Red Hat may include Covered Code in products without such additional products becoming subject to the terms of this License, and may license such additional products on different terms from those contained in this License.

Red Hat may license the Source Code of Red Hat Branded Code without Red Hat Branded Code becoming subject to the terms of this License, and may license Red Hat Branded Code on different terms from those contained in this License. Contact Red Hat for details of alternate licensing terms available.

6. VERSIONS OF THE LICENSE

6.1. New Versions.

Red Hat may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Red Hat. No one other than Red Hat has the right to modify the terms applicable to Covered Code beyond what is granted under this and subsequent Licenses.

6.3. Derivative Works.

If you create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), you must (a) rename Your license so that the phrases "ECOS", "eCos", "Red Hat", "RHEPL" or any confusingly similar phrase do not appear anywhere in your license and (b) otherwise make it clear that your version of the license contains terms which differ from the Red Hat eCos Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT

THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION

This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U. S. GOVERNMENT END USERS

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the United States of America: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in Santa Clara County, California, under the auspices of JAMS/EndDispute; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS

Except in cases where another Contributor has failed to comply with Section 3.4, You are responsible for damages arising, directly or indirectly, out of Your utilization of

rights under this License, based on the number of copies of Covered Code you made available, the revenues you received from utilizing such rights, and other relevant factors. You agree to work with affected parties to distribute responsibility on an equitable basis.

13. ADDITIONAL TERMS APPLICABLE TO THE RED HAT ECOS PUBLIC LICENSE

Nothing in this License shall be interpreted to prohibit Red Hat from licensing under different terms than this License any code which Red Hat otherwise would have a right to license.

Red Hat and logo - This License does not grant any rights to use the trademark Red Hat, the Red Hat logo, eCos logo, even if such marks are included in the Original Code. You may contact Red Hat for permission to display the Red Hat and eCos marks in either the documentation or the Executable version beyond that required in Exhibit B.

Inability to Comply Due to Contractual Obligation - To the extent that Red Hat is limited contractually from making third party code available under this License, Red Hat may choose to integrate such third party code into Covered Code without being required to distribute such third party code in Source Code form, even if such third party code would otherwise be considered "Modifications" under this License.

EXHIBIT A

"The contents of this file are subject to the Red Hat eCos Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.redhat.com/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is eCos - Embedded Configurable Operating System, released September 30, 1998. The Initial Developer of the Original Code is Red Hat. Portions created by Red Hat are Copyright (C) 1998, 1999, 2000 Red Hat, Inc. All Rights Reserved."

EXHIBIT B

Part of the software embedded in this product is eCos - Embedded Configurable Operating System, a trademark of Red Hat. Portions created by Red Hat are Copyright (C) 1998, 1999, 2000 Red Hat, Inc. (<http://www.redhat.com/>). All Rights Reserved.

THE SOFTWARE IN THIS PRODUCT WAS IN PART PROVIDED BY RED HAT AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Reciprocal Public License 1.5 (RPL1.5)

Reciprocal Public License (RPL)

Version 1.5, July 15, 2007

Copyright (C) 2001-2007
Technical Pursuit Inc.,
All Rights Reserved.

PREAMBLE

The Reciprocal Public License (RPL) is based on the concept of reciprocity or, if you prefer, fairness.

In short, this license grew out of a desire to close loopholes in previous open source licenses, loopholes that allowed parties to acquire open source software and derive financial benefit from it without having to release their improvements or derivatives to the community which enabled them. This occurred any time an entity did not release their application to a "third party".

While there is a certain freedom in this model of licensing, it struck the authors of the RPL as being unfair to the open source community at large and to the original authors of the works in particular. After all, bug fixes, extensions, and meaningful and valuable derivatives were not consistently finding their way back into the community where they could fuel further, and faster, growth and expansion of the overall open source software base.

While you should clearly read and understand the entire license, the essence of the RPL is found in two definitions: "Deploy" and "Required Components".

Regarding deployment, under the RPL your changes, bug fixes, extensions, etc. must be made available to the open source community at large when you Deploy in any form -- either internally or to an outside party. Once you start running the software you have to start sharing the software.

Further, under the RPL all components you author including schemas, scripts, source code, etc. -- regardless of whether they're compiled into a single binary or used as two halves of client/server application -- must be shared. You have to share the whole pie, not an isolated slice of it.

In addition to these goals, the RPL was authored to meet the requirements of the Open Source Definition as maintained by the Open Source Initiative (OSI).

The specific terms and conditions of the license are defined in the remainder of this document.

LICENSE TERMS

1.0 General; Applicability & Definitions. This Reciprocal Public License Version 1.5 ("License") applies to any programs or other works as well as any and all updates or maintenance releases of said programs or works ("Software") not already covered by this License which the Software copyright holder ("Licensor") makes available containing a License Notice (hereinafter defined) from the Licensor specifying or allowing use or distribution under the terms of this License. As used in this License:

1.1 "Contributor" means any person or entity who created or contributed to the creation of an Extension.

1.2 "Deploy" means to use, Serve, sublicense or distribute Licensed Software other than for Your internal Research and/or Personal Use, and includes without limitation, any and all internal use or distribution of Licensed Software within Your business or organization other than for Research and/or Personal Use, as well as direct or indirect sublicensing or distribution of Licensed Software by You to any third party in any form or manner.

1.3 "Derivative Works" as used in this License is defined under U.S. copyright law.

1.4 "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data such as download from an FTP server or web site, where such mechanism is publicly accessible.

1.5 "Extensions" means any Modifications, Derivative Works, or Required Components as those terms are defined in this License.

1.6 "License" means this Reciprocal Public License.

1.7 "License Notice" means any notice contained in EXHIBIT A.

1.8 "Licensed Software" means any Software licensed pursuant to this License. Licensed Software also includes all previous Extensions from any Contributor that You receive.

1.9 "Licensor" means the copyright holder of any Software previously not covered by this License who releases the Software under the terms of this License.

1.10 "Modifications" means any additions to or deletions from the substance or structure of (i) a file or other storage containing Licensed Software, or (ii) any new file or storage that contains any part of Licensed Software, or (iii) any file or storage which replaces or otherwise alters the original functionality of Licensed Software at runtime.

1.11 "Personal Use" means use of Licensed Software by an individual solely for his or her personal, private and non-commercial purposes. An individual's use of Licensed Software in his or her capacity as an officer, employee, member, independent contractor or agent of a corporation, business or organization (commercial or non-commercial) does not qualify as Personal Use.

1.12 "Required Components" means any text, programs, scripts, schema, interface definitions, control files, or other works created by You which are required by a third party of average skill to successfully install and run Licensed Software containing Your Modifications, or to install and run Your Derivative Works.

1.13 "Research" means investigation or experimentation for the purpose of understanding the nature and limits of the Licensed Software and its potential uses.

1.14 "Serve" means to deliver Licensed Software and/or Your Extensions by means of a computer network to one or more computers for purposes of execution of Licensed Software and/or Your Extensions.

1.15 "Software" means any computer programs or other works as well as any updates or maintenance releases of those programs or works which are distributed publicly by Licensor.

1.16 "Source Code" means the preferred form for making modifications to the Licensed Software and/or Your Extensions, including all modules contained therein, plus any associated text, interface definition files, scripts used to control compilation and installation of an executable program or other components required by a third party of average skill to build a running version of the Licensed Software or Your Extensions.

1.17 "User-Visible Attribution Notice" means any notice contained in EXHIBIT B.

1.18 "You" or "Your" means an individual or a legal entity exercising rights under this License. For legal entities, "You" or "Your" includes any entity which controls, is controlled by, or is under common control with, You, where "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2.0 Acceptance Of License. You are not required to accept this License since you have not signed it, however nothing else grants you permission to use,

copy, distribute, modify, or create derivatives of either the Software or any Extensions created by a Contributor. These actions are prohibited by law if you do not accept this License. Therefore, by performing any of these actions You indicate Your acceptance of this License and Your agreement to be bound by all its terms and conditions. IF YOU DO NOT AGREE WITH ALL THE TERMS AND CONDITIONS OF THIS LICENSE DO NOT USE, MODIFY, CREATE DERIVATIVES, OR DISTRIBUTE THE SOFTWARE. IF IT IS IMPOSSIBLE FOR YOU TO COMPLY WITH ALL THE TERMS AND CONDITIONS OF THIS LICENSE THEN YOU CAN NOT USE, MODIFY, CREATE DERIVATIVES, OR DISTRIBUTE THE SOFTWARE.

3.0 Grant of License From Licensor. Subject to the terms and conditions of this License, Licensor hereby grants You a world-wide, royalty-free, non-exclusive license, subject to Licensor's intellectual property rights, and any third party intellectual property claims derived from the Licensed Software under this License, to do the following:

3.1 Use, reproduce, modify, display, perform, sublicense and distribute Licensed Software and Your Extensions in both Source Code form or as an executable program.

3.2 Create Derivative Works (as that term is defined under U.S. copyright law) of Licensed Software by adding to or deleting from the substance or structure of said Licensed Software.

3.3 Under claims of patents now or hereafter owned or controlled by Licensor, to make, use, have made, and/or otherwise dispose of Licensed Software or portions thereof, but solely to the extent that any such claim is necessary to enable You to make, use, have made, and/or otherwise dispose of Licensed Software or portions thereof.

3.4 Licensor reserves the right to release new versions of the Software with different features, specifications, capabilities, functions, licensing terms, general availability or other characteristics. Title, ownership rights, and intellectual property rights in and to the Licensed Software shall remain in Licensor and/or its Contributors.

4.0 Grant of License From Contributor. By application of the provisions in Section 6 below, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license, subject to said Contributor's intellectual property rights, and any third party intellectual property claims derived from the Licensed Software under this License, to do the following:

4.1 Use, reproduce, modify, display, perform, sublicense and distribute any Extensions Deployed by such Contributor or portions thereof, in both Source Code form or as an executable program, either on an unmodified basis or as part of Derivative Works.

4.2 Under claims of patents now or hereafter owned or controlled by Contributor, to make, use, have made, and/or otherwise dispose of Extensions or portions thereof, but solely to the extent that any such claim is necessary to enable You to make, use, have made, and/or otherwise dispose of Licensed Software or portions thereof.

5.0 Exclusions From License Grant. Nothing in this License shall be deemed to grant any rights to trademarks, copyrights, patents, trade secrets or any other intellectual property of Licensor or any Contributor except as expressly stated herein. Except as expressly stated in Sections 3 and 4, no other patent rights, express or implied, are granted herein. Your Extensions may require additional patent licenses from Licensor or Contributors which each may grant in its sole discretion. No right is granted to the trademarks of Licensor or any Contributor even if such marks are included in the Licensed Software. Nothing in this License shall be interpreted to prohibit Licensor from licensing under different terms from this License any code that Licensor otherwise would have a right to license.

5.1 You expressly acknowledge and agree that although Licensor and each Contributor grants the licenses to their respective portions of the Licensed Software set forth herein, no assurances are provided by Licensor or any Contributor that the Licensed Software does not infringe the patent or other intellectual property rights of any other entity. Licensor and each Contributor disclaim any liability to You for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, You hereby assume sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow You to distribute the Licensed Software, it is Your responsibility to acquire that license before distributing the Licensed Software.

6.0 Your Obligations And Grants. In consideration of, and as an express condition to, the licenses granted to You under this License You hereby agree that any Modifications, Derivative Works, or Required Components (collectively Extensions) that You create or to which You contribute are governed by the terms of this License including, without limitation, Section 4. Any Extensions that You create or to which You contribute must be Deployed under the terms of this License or a future version of this License released under Section 7. You hereby grant to Licensor and all third parties a world-wide, non-exclusive, royalty-free license under those intellectual property rights You own or control to use, reproduce, display, perform, modify, create derivatives, sublicense, and distribute Licensed Software, in any form. Any Extensions You make and Deploy must have a distinct title so as to readily tell any subsequent user or Contributor that the Extensions are by You. You must include a copy of this License or directions on how to obtain a copy with every copy of the Extensions You distribute. You agree not to offer or impose any terms on any Source Code or executable version of the Licensed Software, or its Extensions that alter or restrict the applicable version of this License or the recipients` rights hereunder.

6.1 Availability of Source Code. You must make available, under the terms of this License, the Source Code of any Extensions that You Deploy, via an Electronic Distribution Mechanism. The Source Code for any version that You Deploy must be made available within one (1) month of when you Deploy and must remain available for no less than twelve (12) months after the date You cease to Deploy. You are responsible for ensuring that the Source Code to each version You Deploy remains available even if the Electronic Distribution Mechanism is maintained by a third party. You may not charge a fee for any copy of the Source Code distributed under this Section in excess of Your actual cost of duplication and distribution of said copy.

6.2 Description of Modifications. You must cause any Modifications that You create or to which You contribute to be documented in the Source Code, clearly describing the additions, changes or deletions You made. You must include a prominent statement that the Modifications are derived, directly or indirectly, from the Licensed Software and include the names of the Licensor and any Contributor to the Licensed Software in (i) the Source Code and (ii) in any notice displayed by the Licensed Software You distribute or in related documentation in which You describe the origin or ownership of the Licensed Software. You may not modify or delete any pre-existing copyright notices, change notices or License text in the Licensed Software without written permission of the respective Licensor or Contributor.

6.3 Intellectual Property Matters.

a. Third Party Claims. If You have knowledge that a license to a third party`s intellectual property right is required to exercise the rights granted by this License, You must include a human-readable file with Your distribution that describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact.

b. Contributor APIs. If Your Extensions include an application programming interface ("API") and You have knowledge of patent licenses that are reasonably necessary to implement that API, You must also include this information in a human-readable file supplied with Your distribution.

c. Representations. You represent that, except as disclosed pursuant to 6.3(a) above, You believe that any Extensions You distribute are Your original creations and that You have sufficient rights to grant the rights conveyed by this License.

6.4 Required Notices.

a. License Text. You must duplicate this License or instructions on how to acquire a copy in any documentation You provide along with the Source Code of any Extensions You create or to which You contribute, wherever You describe recipients' rights relating to Licensed Software.

b. License Notice. You must duplicate any notice contained in EXHIBIT A (the "License Notice") in each file of the Source Code of any copy You distribute of the Licensed Software and Your Extensions. If You create an Extension, You may add Your name as a Contributor to the Source Code and accompanying documentation along with a description of the contribution. If it is not possible to put the License Notice in a particular Source Code file due to its structure, then You must include such License Notice in a location where a user would be likely to look for such a notice.

c. Source Code Availability. You must notify the software community of the availability of Source Code to Your Extensions within one (1) month of the date You initially Deploy and include in such notification a description of the Extensions, and instructions on how to acquire the Source Code. Should such instructions change you must notify the software community of revised instructions within one (1) month of the date of change. You must provide notification by posting to appropriate news groups, mailing lists, weblogs, or other sites where a publicly accessible search engine would reasonably be expected to index your post in relationship to queries regarding the Licensed Software and/or Your Extensions.

d. User-Visible Attribution. You must duplicate any notice contained in EXHIBIT B (the "User-Visible Attribution Notice") in each user-visible display of the Licensed Software and Your Extensions which delineates copyright, ownership, or similar attribution information. If You create an Extension, You may add Your name as a Contributor, and add Your attribution notice, as an equally visible and functional element of any User-Visible Attribution Notice content. To ensure proper attribution, You must also include such User-Visible Attribution Notice in at least one location in the Software documentation where a user would be likely to look for such notice.

6.5 Additional Terms. You may choose to offer, and charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Licensed Software. However, You may do so only on Your own behalf, and not on behalf of the Licensor or any Contributor except as permitted under other agreements between you and Licensor or Contributor. You must make it clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Licensor and every Contributor for any liability plus attorney fees, costs, and related expenses due to any such action or claim incurred by the Licensor or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

6.6 Conflicts With Other Licenses. Where any portion of Your Extensions, by virtue of being Derivative Works of another product or similar circumstance, fall under the terms of another license, the terms of that license should be honored however You must also make Your Extensions available under this License. If the terms of this License continue to conflict with the terms of

the other license you may write the Licensor for permission to resolve the conflict in a fashion that remains consistent with the intent of this License. Such permission will be granted at the sole discretion of the Licensor.

7.0 Versions of This License. Licensor may publish from time to time revised versions of the License. Once Licensed Software has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Licensed Software under the terms of any subsequent version of the License published by Licensor. No one other than Licensor has the right to modify the terms applicable to Licensed Software created under this License.

7.1 If You create or use a modified version of this License, which You may do only in order to apply it to software that is not already Licensed Software under this License, You must rename Your license so that it is not confusingly similar to this License, and must make it clear that Your license contains terms that differ from this License. In so naming Your license, You may not use any trademark of Licensor or of any Contributor. Should Your modifications to this License be limited to alteration of a) Section 13.8 solely to modify the legal Jurisdiction or Venue for disputes, b) EXHIBIT A solely to define License Notice text, or c) to EXHIBIT B solely to define a User-Visible Attribution Notice, You may continue to refer to Your License as the Reciprocal Public License or simply the RPL.

8.0 Disclaimer of Warranty. LICENSED SOFTWARE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE LICENSED SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHER THERE IS NO WARRANTY MADE AND ALL IMPLIED WARRANTIES ARE DISCLAIMED THAT THE LICENSED SOFTWARE MEETS OR COMPLIES WITH ANY DESCRIPTION OF PERFORMANCE OR OPERATION, SAID COMPATIBILITY AND SUITABILITY BEING YOUR RESPONSIBILITY. LICENSOR DISCLAIMS ANY WARRANTY, IMPLIED OR EXPRESSED, THAT ANY CONTRIBUTOR'S EXTENSIONS MEET ANY STANDARD OF COMPATIBILITY OR DESCRIPTION OF PERFORMANCE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED SOFTWARE IS WITH YOU. SHOULD LICENSED SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, YOU (AND NOT THE LICENSOR OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. UNDER THE TERMS OF THIS LICENSED SOFTWARE WILL NOT SUPPORT THIS SOFTWARE AND IS UNDER NO OBLIGATION TO ISSUE UPDATES TO THIS SOFTWARE. LICENSOR HAS NO KNOWLEDGE OF ERRANT CODE OR VIRUS IN THIS SOFTWARE, BUT DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM SUCH ERRORS OR VIRUSES. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF LICENSED SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

9.0 Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE LICENSOR, ANY CONTRIBUTOR, OR ANY DISTRIBUTOR OF LICENSED SOFTWARE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10.0 High Risk Activities. THE LICENSED SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR DISTRIBUTION AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE LICENSED SOFTWARE COULD LEAD

DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). LICENSOR AND CONTRIBUTORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

11.0 Responsibility for Claims. As between Licensor and Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License which specifically disclaims warranties and limits any liability of the Licensor. This paragraph is to be used in conjunction with and controlled by the Disclaimer Of Warranties of Section 8, the Limitation Of Damages in Section 9, and the disclaimer against use for High Risk Activities in Section 10. The Licensor has thereby disclaimed all warranties and limited any damages that it is or may be liable for. You agree to work with Licensor and Contributors to distribute such responsibility on an equitable basis consistent with the terms of this License including Sections 8, 9, and 10. Nothing herein is intended or shall be deemed to constitute any admission of liability.

12.0 Termination. This License and all rights granted hereunder will terminate immediately in the event of the circumstances described in Section 13.6 or if applicable law prohibits or restricts You from fully and or specifically complying with Sections 3, 4 and/or 6, or prevents the enforceability of any of those Sections, and You must immediately discontinue any use of Licensed Software.

12.1 Automatic Termination Upon Breach. This License and the rights granted hereunder will terminate automatically if You fail to comply with the terms herein and fail to cure such breach within thirty (30) days of becoming aware of the breach. All sublicenses to the Licensed Software that are properly granted shall survive any termination of this License. Provisions that, by their nature, must remain in effect beyond the termination of this License, shall survive.

12.2 Termination Upon Assertion of Patent Infringement. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Licensor or a Contributor (Licensor or Contributor against whom You file such an action is referred to herein as "Respondent") alleging that Licensed Software directly or indirectly infringes any patent, then any and all rights granted by such Respondent to You under Sections 3 or 4 of this License shall terminate prospectively upon sixty (60) days notice from Respondent (the "Notice Period") unless within that Notice Period You either agree in writing (i) to pay Respondent a mutually agreeable reasonable royalty for Your past or future use of Licensed Software made by such Respondent, or (ii) withdraw Your litigation claim with respect to Licensed Software against such Respondent. If within said Notice Period a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Licensor to You under Sections 3 and 4 automatically terminate at the expiration of said Notice Period.

12.3 Reasonable Value of This License. If You assert a patent infringement claim against Respondent alleging that Licensed Software directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by said Respondent under Sections 3 and 4 shall be taken into account in determining the amount or value of any payment or license.

12.4 No Retroactive Effect of Termination. In the event of termination under this Section all end user license agreements (excluding licenses to distributors and resellers) that have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

13.0 Miscellaneous.

13.1 U.S. Government End Users. The Licensed Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Licensed Software with only those rights set forth herein.

13.2 Relationship of Parties. This License will not be construed as creating an agency, partnership, joint venture, or any other form of legal association between or among You, Licensor, or any Contributor, and You will not represent to the contrary, whether expressly, by implication, appearance, or otherwise.

13.3 Independent Development. Nothing in this License will impair Licensor's right to acquire, license, develop, subcontract, market, or distribute technology or products that perform the same or similar functions as, or otherwise compete with, Extensions that You may develop, produce, market, or distribute.

13.4 Consent To Breach Not Waiver. Failure by Licensor or Contributor to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision.

13.5 Severability. This License represents the complete agreement concerning the subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

13.6 Inability to Comply Due to Statute or Regulation. If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Licensed Software due to statute, judicial order, or regulation, then You cannot use, modify, or distribute the software.

13.7 Export Restrictions. You may be restricted with respect to downloading or otherwise acquiring, exporting, or reexporting the Licensed Software or any underlying information or technology by United States and other applicable laws and regulations. By downloading or by otherwise obtaining the Licensed Software, You are agreeing to be responsible for compliance with all applicable laws and regulations.

13.8 Arbitration, Jurisdiction & Venue. This License shall be governed by Colorado law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. You expressly agree that any dispute relating to this License shall be submitted to binding arbitration under the rules then prevailing of the American Arbitration Association. You further agree that Adams County, Colorado USA is proper venue and grant such arbitration proceeding jurisdiction as may be appropriate for purposes of resolving any dispute under this License. Judgement upon any award made in arbitration may be entered and enforced in any court of competent jurisdiction. The arbitrator shall award attorney's fees and costs of arbitration to the prevailing party. Should either party find it necessary to enforce its arbitration award or seek specific performance of such award in a civil court of competent jurisdiction, the prevailing party shall be entitled to reasonable attorney's fees and costs. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You and Licensor expressly waive any rights to a jury trial in any litigation concerning Licensed Software or this License. Any law or regulation that provides that the language of a contract shall be construed against the drafter shall not apply to this License.

13.9 Entire Agreement. This License constitutes the entire agreement between the parties with respect to the subject matter hereof.

EXHIBIT A

The License Notice below must appear in each file of the Source Code of any copy You distribute of the Licensed Software or any Extensions thereto:

Unless explicitly acquired and licensed from Licensor under another license, the contents of this file are subject to the Reciprocal Public License ("RPL") Version 1.5, or subsequent versions as allowed by the RPL, and You may not copy or use this file in either source code or executable form, except in compliance with the terms and conditions of the RPL.

All software distributed under the RPL is provided strictly on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND LICENSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. See the RPL for specific language governing rights and limitations under the RPL.

EXHIBIT B

The User-Visible Attribution Notice below, when provided, must appear in each user-visible display as defined in Section 6.4 (d):

RealNetworks Public Source License Version 1.0

(Rev. Date October 28, 2002)

Also available in text format.

1. General Definitions. This License applies to any program or other work which RealNetworks, Inc., or any other entity that elects to use this license, ("Licensor") makes publicly available and which contains a notice placed by Licensor identifying such program or work as "Original Code" and stating that it is subject to the terms of this RealNetworks Public Source License version 1.0 (or subsequent version thereof) ("License"). You are not required to accept this License. However, nothing else grants You permission to use, copy, modify or distribute the software or its derivative works. These actions are prohibited by law if You do not accept this License. Therefore, by modifying, copying or distributing the software (or any work based on the software), You indicate your acceptance of this License to do so, and all its terms and conditions. In addition, you agree to the terms of this License by clicking the Accept button or downloading the software. As used in this License:

1.1 "Applicable Patent Rights" mean: (a) in the case where Licensor is the grantor of rights, claims of patents that (i) are now or hereafter acquired, owned by or assigned to Licensor and (ii) are necessarily infringed by using or making the Original Code alone and not in combination with other software or hardware; and (b) in the case where You are the grantor of rights, claims of patents that (i) are now or hereafter acquired, owned by or assigned to You and (ii) are infringed (directly or indirectly) by using or making Your Modifications, taken alone or in combination with Original Code.

1.2 "Compatible Source License" means any one of the licenses listed on Exhibit B or at <https://www.helixcommunity.org/content/complicense> or other licenses specifically identified by Licensor in writing. Notwithstanding any term to the contrary in any Compatible Source License, any code covered by any Compatible Source License that is used with Covered Code must be made readily available in Source Code format for royalty-free use under the terms of the Compatible Source License or this License.

1.3 "Contributor" means any person or entity that creates or contributes to the creation of Modifications.

1.4 "Covered Code" means the Original Code, Modifications, the combination of Original Code and any Modifications, and/or any respective portions thereof.

1.5 "Deploy" means to use, sublicense or distribute Covered Code other than for Your internal research and development (R&D) and/or Personal Use, and includes without limitation, any and all internal use or distribution of Covered Code within Your business or organization except for R&D use and/or Personal Use, as well as direct or indirect sublicensing or distribution of Covered Code by You to any third party in any form or manner.

1.6 "Derivative Work" means either the Covered Code or any derivative work under United States copyright law, and including any work containing or including any portion of the Covered Code or Modifications, either verbatim or with modifications and/or translated into another language. Derivative Work also includes any work which combines any portion of Covered Code or Modifications with code not otherwise governed by the terms of this License.

1.7 "Externally Deploy" means to Deploy the Covered Code in any way that may be accessed or used by anyone other than You, used to provide any services to anyone other than You, or used in any way to deliver any content to anyone other than You, whether the Covered Code is distributed to those parties, made available as an application intended for use over a computer network, or used to provide services or otherwise deliver content to anyone other than You.

1.8. "Interface" means interfaces, functions, properties, class definitions, APIs, header files, GUIDs, V-Tables, and/or protocols allowing one piece of software, firmware or hardware to communicate or interoperate with another piece of software, firmware or hardware.

1.9 "Modifications" mean any addition to, deletion from, and/or change to, the substance and/or structure of the Original Code, any previous Modifications, the combination of Original Code and any previous Modifications, and/or any respective portions thereof. When code is released as a series of files, a Modification is: (a) any addition to or deletion from the contents of a file containing Covered Code; and/or (b) any new file or other representation of computer program statements that contains any part of Covered Code.

1.10 "Original Code" means (a) the Source Code of a program or other work as originally made available by Licensor under this License, including the Source Code of any updates or upgrades to such programs or works made available by Licensor under this License, and that has been expressly identified by Licensor as such in the header file(s) of such work; and (b) the object code compiled from such Source Code and originally made available by Licensor under this License.

1.11 "Personal Use" means use of Covered Code by an individual solely for his or her personal, private and non-commercial purposes. An individual's use of Covered Code in his or her capacity as an officer, employee, member, independent contractor or agent of a corporation, business or organization (commercial or non-commercial) does not qualify as Personal Use.

1.12 "Source Code" means the human readable form of a program or other work that is suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an executable (object code).

1.13 "You" or "Your" means an individual or a legal entity exercising rights under this License. For legal entities, "You" or "Your" includes any entity which controls, is controlled by, or is under common control with, You, where "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Permitted Uses; Conditions & Restrictions. Subject to the terms and conditions of this License, Licensor hereby grants You, effective on the date You accept this License (via downloading or using Covered Code or otherwise indicating your acceptance of this License), a worldwide, royalty-free, non-exclusive copyright license, to the extent of Licensor's copyrights cover the Original Code, to do the following:

2.1 You may reproduce, display, perform, modify and Deploy Covered Code, provided that in each instance:

(a) You must retain and reproduce in all copies of Original Code the copyright and other proprietary notices and disclaimers of Licensor as they appear in the Original Code, and keep intact all notices in the Original Code that refer to this License;

(b) You must include a copy of this License with every copy of Source Code of Covered Code and documentation You distribute, and You may not offer or impose any terms on such Source Code that alter or restrict this License or the recipients' rights hereunder, except as permitted under Section 6;

(c) You must duplicate, to the extent it does not already exist, the notice in Exhibit A in each file of the Source Code of all Your Modifications, and cause the modified files to carry prominent notices stating that You changed the files and the date of any change;

(d) You must make Source Code of all Your Externally Deployed Modifications publicly available under the terms of this License, including the license grants set forth in Section 3 below, for as long as you Deploy the Covered Code or twelve (12) months from the date of initial Deployment, whichever is longer. You should preferably distribute the Source Code of Your Deployed Modifications electronically (e.g. download from a web site); and

(e) if You Deploy Covered Code in object code, executable form only, You must include a prominent notice, in the code itself as well as in related documentation, stating that Source Code of the Covered Code is available under the terms of this License with information on how and where to obtain such Source Code. You must also include the Object Code Notice set forth in Exhibit A in the "about" box or other appropriate place where other copyright notices are placed, including any packaging materials.

2.2 You expressly acknowledge and agree that although Licensor and each Contributor grants the licenses to their respective portions of the Covered Code set forth herein, no assurances are provided by Licensor or any Contributor that the Covered Code does not infringe the patent or other intellectual property rights of any other entity. Licensor and each Contributor disclaim any liability to You for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, You hereby assume sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow You to make, use, sell, import or offer for sale the Covered Code, it is Your responsibility to acquire such license(s).

2.3 Subject to the terms and conditions of this License, Licensor hereby grants You, effective on the date You accept this License (via downloading or using Covered Code or otherwise indicating your acceptance of this License), a worldwide, royalty-free, perpetual, non-exclusive patent license under Licensor's Applicable Patent Rights to make, use, sell, offer for sale and import the Covered Code, provided that in each instance you comply with the terms of this License.

3. Your Grants. In consideration of, and as a condition to, the licenses granted to You under this License:

(a) You grant to Licensor and all third parties a non-exclusive, perpetual, irrevocable, royalty free license under Your Applicable Patent Rights and other intellectual property rights owned or controlled by You, to make, sell, offer for sale, use, import, reproduce, display, perform, modify, distribute and Deploy Your Modifications of the same scope and extent as Licensor's licenses under Sections 2.1 and 2.2; and

(b) You grant to Licensor and its subsidiaries a non-exclusive, worldwide, royalty-free, perpetual and irrevocable license, under Your Applicable Patent Rights and other intellectual property rights owned or controlled by You, to make, use, sell,

offer for sale, import, reproduce, display, perform, distribute, modify or have modified (for Licensor and/or its subsidiaries), sublicense and distribute Your Modifications, in any form and for any purpose, through multiple tiers of distribution.

(c) You agree not use any information derived from Your use and review of the Covered Code, including but not limited to any algorithms or inventions that may be contained in the Covered Code, for the purpose of asserting any of Your patent rights, or assisting a third party to assert any of its patent rights, against Licensor or any Contributor.

4. Derivative Works. You may create a Derivative Work by combining Covered Code with other code not otherwise governed by the terms of this License and distribute the Derivative Work as an integrated product. In each such instance, You must make sure the requirements of this License are fulfilled for the Covered Code or any portion thereof, including all Modifications.

4.1 You must cause any Derivative Work that you distribute, publish or Externally Deploy, that in whole or in part contains or is derived from the Covered Code or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License and no other license except as provided in Section 4.2. You also must make Source Code available for the Derivative Work under the same terms as Modifications, described in Sections 2 and 3, above.

4.2 Compatible Source Licenses. Software modules that have been independently developed without any use of Covered Code and which contain no portion of the Covered Code, Modifications or other Derivative Works, but are used or combined in any way with the Covered Code or any Derivative Work to form a larger Derivative Work, are exempt from the conditions described in Section 4.1 but only to the extent that: the software module, including any software that is linked to, integrated with, or part of the same applications as, the software module by any method must be wholly subject to one of the Compatible Source Licenses. Notwithstanding the foregoing, all Covered Code must be subject to the terms of this License. Thus, the entire Derivative Work must be licensed under a combination of the RPSL (for Covered Code) and a Compatible Source License for any independently developed software modules within the Derivative Work. The foregoing requirement applies even if the Compatible Source License would ordinarily allow the software module to link with, or form larger works with, other software that is not subject to the Compatible Source License. For example, although the Mozilla Public License v1.1 allows Mozilla code to be combined with proprietary software that is not subject to the MPL, if MPL-licensed code is used with Covered Code the MPL-licensed code could not be combined or linked with any code not governed by the MPL. The general intent of this section 4.2 is to enable use of Covered Code with applications that are wholly subject to an acceptable open source license. You are responsible for determining whether your use of software with Covered Code is allowed under Your license to such software.

4.3 Mere aggregation of another work not based on the Covered Code with the Covered Code (or with a work based on the Covered Code) on a volume of a storage or distribution medium does not bring the other work under the scope of this License. If You deliver the Covered Code for combination and/or integration with an application previously provided by You (for example, via automatic updating technology), such combination and/or integration constitutes a Derivative Work subject to the terms of this License.

5. Exclusions From License Grant. Nothing in this License shall be deemed to grant any rights to trademarks, copyrights, patents, trade secrets or any other intellectual property of Licensor or any Contributor except as expressly stated herein. No right is granted to the trademarks of Licensor or any Contributor even if such marks are included in the Covered Code. Nothing in this License shall be interpreted to prohibit Licensor from licensing under different terms from this License any code that Licensor otherwise would have a right to license. Modifications, Derivative Works and/or any use or combination of Covered Code with other technology provided by Licensor or third parties may require additional patent licenses from Licensor which Licensor may grant in its sole discretion. No patent license is granted separate from the Original Code or combinations of the Original Code with other software or hardware.

5.1. Trademarks. This License does not grant any rights to use the trademarks or trade names owned by Licensor ("Licensor Marks" defined in Exhibit C) or to any trademark or trade name belonging to any Contributor. No Licensor Marks may be used to endorse or promote products derived from the Original Code other than as permitted by the Licensor Trademark Policy defined in Exhibit C.

6. Additional Terms. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations and/or other rights consistent with the scope of the license granted herein ("Additional Terms") to one or more recipients of Covered Code. However, You may do so only on Your own behalf and as Your sole responsibility, and not on behalf of Licensor or any Contributor. You must obtain the recipient's agreement that any such Additional Terms are offered by You alone, and You hereby agree to indemnify, defend and hold Licensor and every Contributor harmless for any liability incurred by or claims asserted against Licensor or such Contributor by reason of any such Additional Terms.

7. Versions of the License. Licensor may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Once Original Code has been published under a particular version of this License, You may continue to use it under the terms of that version. You may also choose to use such Original Code under the terms of any subsequent version of this License published by Licensor. No one other than Licensor has the right to modify the terms applicable to Covered Code created under this License.

8. NO WARRANTY OR SUPPORT. The Covered Code may contain in whole or in part pre-release, untested, or not fully tested works. The Covered Code may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. You expressly acknowledge and agree that use of the Covered Code, or any portion thereof, is at Your sole and entire risk. THE COVERED CODE IS PROVIDED "AS IS" AND WITHOUT WARRANTY, UPGRADES OR SUPPORT OF ANY KIND AND LICENSOR AND LICENSOR'S LICENSOR(S) (COLLECTIVELY REFERRED TO AS "LICENSOR" FOR THE PURPOSES OF SECTIONS 8 AND 9) AND ALL CONTRIBUTORS EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR AND EACH CONTRIBUTOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE COVERED CODE, THAT THE FUNCTIONS CONTAINED IN THE COVERED CODE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE COVERED CODE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE COVERED CODE WILL BE CORRECTED. NO ORAL OR WRITTEN DOCUMENTATION, INFORMATION OR ADVICE GIVEN BY LICENSOR, A LICENSOR AUTHORIZED REPRESENTATIVE OR ANY CONTRIBUTOR SHALL CREATE A WARRANTY. You acknowledge that the Covered Code is not intended for use in high risk activities, including, but not limited to, the design, construction, operation or maintenance of nuclear facilities, aircraft navigation, aircraft communication systems, or air traffic control machines in which case the failure of the Covered Code could lead to death, personal injury, or severe physical or environmental damage. Licensor disclaims any express or implied warranty of fitness for such uses.

9. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR OR ANY CONTRIBUTOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE OR YOUR USE OR INABILITY TO USE THE COVERED CODE, OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF LICENSOR OR SUCH CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to You for all damages (other than as may be required by applicable law) under this License exceed the amount of ten dollars (\$10.00).

10. Ownership. Subject to the licenses granted under this License, each Contributor retains all rights, title and interest in and to any Modifications made by such Contributor. Licensor retains all rights, title and interest in and to the Original

Code and any Modifications made by or on behalf of Licensor ("Licensor Modifications"), and such Licensor Modifications will not be automatically subject to this License. Licensor may, at its sole discretion, choose to license such Licensor Modifications under this License, or on different terms from those contained in this License or may choose not to license them at all.

11. Termination.

11.1 Term and Termination. The term of this License is perpetual unless terminated as provided below. This License and the rights granted hereunder will terminate:

(a) automatically without notice from Licensor if You fail to comply with any term(s) of this License and fail to cure such breach within 30 days of becoming aware of such breach;

(b) immediately in the event of the circumstances described in Section 12.5(b); or

(c) automatically without notice from Licensor if You, at any time during the term of this License, commence an action for patent infringement against Licensor (including by cross-claim or counter claim in a lawsuit);

(d) upon written notice from Licensor if You, at any time during the term of this License, commence an action for patent infringement against any third party alleging that the Covered Code itself (excluding combinations with other software or hardware) infringes any patent (including by cross-claim or counter claim in a lawsuit).

11.2 Effect of Termination. Upon termination, You agree to immediately stop any further use, reproduction, modification, sublicensing and distribution of the Covered Code and to destroy all copies of the Covered Code that are in your possession or control. All sublicenses to the Covered Code which have been properly granted prior to termination shall survive any termination of this License. Provisions which, by their nature, should remain in effect beyond the termination of this License shall survive, including but not limited to Sections 3, 5, 8, 9, 10, 11, 12.2 and 13. No party will be liable to any other for compensation, indemnity or damages of any sort solely as a result of terminating this License in accordance with its terms, and termination of this License will be without prejudice to any other right or remedy of any party.

12. Miscellaneous.

12.1 Government End Users. The Covered Code is a "commercial item" as defined in FAR 2.101. Government software and technical data rights in the Covered Code include only those rights customarily provided to the public as defined in this License. This customary commercial license in technical data and software is provided in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data -- Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Accordingly, all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

12.2 Relationship of Parties. This License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between or among You, Licensor or any Contributor, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise.

12.3 Independent Development. Nothing in this License will impair Licensor's right to acquire, license, develop, have others develop for it, market and/or distribute technology or products that perform the same or similar functions as, or otherwise compete with, Modifications, Derivative Works, technology or products that You may develop, produce, market or distribute.

12.4 Waiver; Construction. Failure by Licensor or any Contributor to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this License.

12.5 Severability. (a) If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this License will continue in full force and effect. (b) Notwithstanding the foregoing, if applicable law prohibits or restricts You from fully and/or specifically complying with Sections 2 and/or 3 or prevents the enforceability of either of those Sections, this License will immediately terminate and You must immediately discontinue any use of the Covered Code and destroy all copies of it that are in your possession or control.

12.6 Dispute Resolution. Any litigation or other dispute resolution between You and Licensor relating to this License shall take place in the Seattle, Washington, and You and Licensor hereby consent to the personal jurisdiction of, and venue in, the state and federal courts within that District with respect to this License. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

12.7 Export/Import Laws. This software is subject to all export and import laws and restrictions and regulations of the country in which you receive the Covered Code and You are solely responsible for ensuring that You do not export, re-export or import the Covered Code or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary authorizations.

12.8 Entire Agreement; Governing Law. This License constitutes the entire agreement between the parties with respect to the subject matter hereof. This License shall be governed by the laws of the United States and the State of Washington.

Where You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this License and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

EXHIBIT A.

© Copyright 1995-2002 RealNetworks, Inc. and/or its licensors. All Rights Reserved.

The contents of this file, and the files included with this file, are subject to the current version of the RealNetworks Public Source License Version 1.0 (the "RPSL") available at <https://www.helixcommunity.org/content/rpsl> unless you have licensed the file under the RealNetworks Community Source License Version 1.0 (the "RCSL") available at <https://www.helixcommunity.org/content/rcsl>, in which case the RCSL will apply. You may also obtain the license terms directly from RealNetworks. You may not use this file except in compliance with the RPSL or, if you have a valid RCSL with RealNetworks applicable to this file, the RCSL. Please see the applicable RPSL or RCSL for the rights, obligations and limitations governing use of the contents of the file.

This file is part of the Helix DNA Technology. RealNetworks is the developer of the Original code and owns the copyrights in the portions it created.

This file, and the files included with this file, is distributed and made available on an `AS IS` basis, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND REALNETWORKS HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT.

Contributor(s) : _____

Technology Compatibility Kit Test Suite(s) Location (if licensed under the RCSL) :

_____ "

Object Code Notice: Helix DNA Client technology included. Copyright © 1995-2002; RealNetworks, Inc., 1995-2002. All rights reserved.

EXHIBIT B

Compatible Source Licenses for the RealNetworks Public Source License. The following list applies to the most recent version of the license as of October 25, 2002, unless otherwise indicated.

Academic Free License
Apache Software License
Apple Public Source License
Artistic license
Attribution Assurance Licenses
BSD license
Common Public License1
Eiffel Forum License
GNU General Public License (GPL)1
GNU Library or "Lesser" General Public License (LGPL)1
IBM Public License
Intel Open Source License
Jabber Open Source License
MIT license
MITRE Collaborative Virtual Workspace License (CVW License)
Motosoto License
Mozilla Public License 1.0 (MPL)
Mozilla Public License 1.1 (MPL)
Nokia Open Source License
Open Group Test Suite License
Python Software Foundation License
Ricoh Source Code Public License
Sun Industry Standards Source License (SISSL)
Sun Public License
University of Illinois/NCSA Open Source License
Vovida Software License v. 1.0
W3C License
X.Net License
Zope Public License
zlib/libpng license

1Note: because this license contains certain reciprocal licensing terms that purport to extend to independently developed code, You may be prohibited under the terms of this otherwise compatible license from using code licensed under its terms with Covered Code because Covered Code may only be licensed under the RealNetworks Public Source License. Any attempt to apply non RPSL license terms, including without limitation the GPL, to Covered Code is expressly forbidden. You are responsible for ensuring that Your use of Compatible Source Licensed code does not violate either the RPSL or the Compatible Source License.

The latest version of this list can be found at:
<https://www.helixcommunity.org/content/complicense>

EXHIBIT C

RealNetworks` Trademark policy.

RealNetworks defines the following trademarks collectively as "Licensor Trademarks": "RealNetworks", "RealPlayer", "RealJukebox", "RealSystem", "RealAudio", "RealVideo", "RealOne Player", "RealMedia", "Helix" or any other trademarks or trade names belonging to RealNetworks.

RealNetworks "Licensor Trademark Policy" forbids any use of Licensor Trademarks except as permitted by and in strict compliance at all times with RealNetworks` third party trademark usage guidelines which are posted at www.realnetworks.com/info/helixlogo.html.

Ricoh Source Code Public License

Version 1.0

1. Definitions.

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Electronic Distribution Mechanism" means a website or any other mechanism generally accepted in the software development community for the electronic transfer of data.

1.4. "Executable Code" means Governed Code in any form other than Source Code.

1.5. "Governed Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.6. "Larger Work" means a work which combines Governed Code or portions thereof with code not governed by the terms of this License.

1.7. "Licensable" means the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.8. "License" means this document.

1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Governed Code is released as a series of files, a Modification is:

(a) Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

(b) Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means the "Platform for Information Applications" Source Code as released under this License by RSV.

1.11 "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by the grantor of a license thereto.

1.12. "RSV" means Ricoh Silicon Valley, Inc., a California corporation with offices at

2882 Sand Hill Road, Suite 115, Menlo Park, CA 94025-7022.

1.13. "Source Code" means the preferred form of the Governed Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of Executable Code, or a list of source code differential comparisons against either the Original Code or another well known, available Governed Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.14. "You" means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. Grant from RSV. RSV hereby grants You a worldwide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) to use, reproduce, modify, create derivative works of, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

2.2. Contributor Grant. Each Contributor hereby grants You a worldwide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) to use, reproduce, modify, create derivative works of, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Governed Code or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: (i) Modifications made by that Contributor (or portions thereof); and (ii) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

3. Distribution Obligations.

3.1. Application of License. The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Governed Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You

distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code. Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable Code version or via an Electronic Distribution Mechanism to anyone to whom you made an Executable Code version available; and if made available via an Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications. You must cause all Governed Code to which you contribute to contain a file documenting the changes You made to create that Governed Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by RSV and including the name of RSV in (a) the Source Code, and (b) in any notice in an Executable Code version or related documentation in which You describe the origin or ownership of the Governed Code.

3.4. Intellectual Property Matters.

3.4.1. Third Party Claims. If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If you obtain such knowledge after You make Your Modification available as described in Section 3.2, You shall promptly modify the LEGAL file in all copies You make available thereafter and shall take other steps (such as notifying RSV and appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Governed Code that new knowledge has been obtained. In the event that You are a Contributor, You represent that, except as disclosed in the LEGAL file, your Modifications are your original creations and, to the best of your knowledge, no third party has any claim (including but not limited to intellectual property claims) relating to your Modifications. You represent that the LEGAL file includes complete details of any license or other restriction associated with any part of your Modifications.

3.4.2. Contributor APIs. If Your Modification is an application programming interface and You own or control patents which are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

3.5. Required Notices. You must duplicate the notice in Exhibit A in each file of the Source Code, and this License in any documentation for the Source Code, where You describe recipients' rights relating to Governed Code. If You created one or more Modification(s), You may add your name as a Contributor to the notice described in Exhibit A. If it is not possible to put such notice in a particular Source Code file due to its structure, then you must include such notice in a location (such as a relevant directory file) where a user would be likely to look for such a notice. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Governed Code. However, You may do so only on Your own behalf, and not on behalf of RSV or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify RSV and every Contributor for any liability incurred by RSV or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Code Versions. You may distribute Governed Code in Executable Code form only if the requirements of Section 3.1–3.5 have been met for that Governed Code, and if You include a prominent notice stating that the Source Code version of the Governed Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable Code version, related documentation or collateral in which You describe recipients` rights relating to the Governed Code. You may distribute the Executable Code version of Governed Code under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable Code version does not attempt to limit or alter the recipient`s rights in the Source Code version from the rights set forth in this License. If You distribute the Executable Code version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by RSV or any Contributor. You hereby agree to indemnify RSV and every Contributor for any liability incurred by RSV or such Contributor as a result of any such terms You offer.

3.7. Larger Works. You may create a Larger Work by combining Governed Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Governed Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Governed Code due to statute or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Trademark Usage.

5.1. Advertising Materials. All advertising materials mentioning features or use of the Governed Code must display the following acknowledgement: "This product includes software developed by Ricoh Silicon Valley, Inc."

5.2. Endorsements. The names "Ricoh," "Ricoh Silicon Valley," and "RSV" must not be used to endorse or promote Contributor Versions or Larger Works without the prior written permission of RSV.

5.3. Product Names. Contributor Versions and Larger Works may not be called "Ricoh" nor may the word "Ricoh" appear in their names without the prior written permission of RSV.

6. Versions of the License.

6.1. New Versions. RSV may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions. Once Governed Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Governed Code under the terms of any subsequent version of the License published by RSV. No one other than RSV has the right to modify the terms applicable to Governed Code created under this License.

7. Disclaimer of Warranty.

GOVERNED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE GOVERNED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOVERNED CODE IS WITH YOU. SHOULD ANY GOVERNED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT RSV OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY GOVERNED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. Termination.

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Governed Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate patent infringement litigation against RSV or a Contributor (RSV or the Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Original Code or Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of the Original Code or the Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Original Code or the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device provided to You by the Participant, other than such Participant's Original Code or Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Original Code or the Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Original Code or Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. Limitation of Liability.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL RSV, ANY CONTRIBUTOR, OR ANY DISTRIBUTOR OF GOVERNED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT THAT ANY EXCLUSION OF DAMAGES ABOVE IS NOT VALID, YOU AGREE THAT IN NO EVENT WILL RSV'S LIABILITY UNDER OR RELATED TO THIS AGREEMENT EXCEED FIVE THOUSAND DOLLARS (\$5,000). THE GOVERNED CODE IS NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR, AVIATION, MASS TRANSIT OR MEDICAL APPLICATION OR ANY OTHER INHERENTLY DANGEROUS APPLICATION THAT COULD RESULT IN DEATH, PERSONAL INJURY, CATASTROPHIC DAMAGE OR MASS DESTRUCTION, AND YOU AGREE THAT NEITHER RSV NOR ANY CONTRIBUTOR SHALL HAVE ANY LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE GOVERNED CODE.

10. U. S. Government End Users.

The Governed Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U. S. Government End Users acquire Governed Code with only those rights set forth herein.

11. Miscellaneous.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. The parties submit to personal jurisdiction in California and further agree that any cause of action arising under or related to this Agreement shall be brought in the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California. The losing party shall be responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. Notwithstanding anything to the contrary herein, RSV may seek injunctive relief related to a breach of this Agreement in any court of competent jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. Responsibility for Claims.

Except in cases where another Contributor has failed to comply with Section 3.4, You are responsible for damages arising, directly or indirectly, out of Your utilization of rights under this License, based on the number of copies of Governed Code you made available, the revenues you received from utilizing such rights, and other relevant factors. You agree to work with affected parties to distribute responsibility on an

equitable basis.

EXHIBIT A

"The contents of this file are subject to the Ricoh Source Code Public License Version 1.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.risource.org/RPL>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

This code was initially developed by Ricoh Silicon Valley, Inc. Portions created by Ricoh Silicon Valley, Inc. are Copyright (C) 1995-1999. All Rights Reserved.

Contributor(s): _____."

Ruby is copyrighted free software by Yukihiro Matsumoto <matz@netlab.co.jp>. You can redistribute it and/or modify it under either the terms of the GPL (see COPYING.txt file), or the conditions below:

1. You may make and give away verbatim copies of the source form of the software without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.
2. You may modify your copy of the software in any way, provided that you do at least ONE of the following:
 - a) place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or by allowing the author to include your modifications in the software.
 - b) use the modified software only within your corporation or organization.
 - c) rename any non-standard executables so the names do not conflict with standard executables, which must also be provided.
 - d) make other distribution arrangements with the author.
3. You may distribute the software in object code or executable form, provided that you do at least ONE of the following:
 - a) distribute the executables and library files of the software, together with instructions (in the manual page or equivalent) on where to get the original distribution.
 - b) accompany the distribution with the machine-readable source of the software.
 - c) give non-standard executables non-standard names, with instructions on where to get the original software distribution.
 - d) make other distribution arrangements with the author.
4. You may modify and include the part of the software into any other software (possibly commercial). But some files in the distribution are not written by the author, so that they are not under this terms.

They are gc.c(partly), utils.c(partly), regex.[ch], st.[ch] and some files under the ./missing directory. See each file for the copying condition.

5. The scripts and library files supplied as input to or produced as output from the software do not automatically fall under the copyright of the software, but belong to whomever generated them, and may be sold commercially, and may be aggregated with this software.
6. THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Copyright Status for SAX

SAX is free!

In fact, it's not possible to own a license to SAX, since it's been placed in the public domain.

No Warranty

Because SAX is released to the public domain, there is no warranty for the design or for the software implementation, to the extent permitted by applicable law. Except when otherwise stated in writing the copyright holders and/or other parties provide SAX "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of SAX is with you. Should SAX prove defective, you assume the cost of all necessary servicing, repair or correction.

In no event unless required by applicable law or agreed to in writing will any copyright holder, or any other party who may modify and/or redistribute SAX, be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use SAX (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties or a failure of the SAX to operate with any other programs), even if such holder or other party has been advised of the possibility of such damages.

Copyright Disclaimers

This page includes statements to that effect by David Megginson, who would have been able to claim copyright for the original work.

SAX 1.0

Version 1.0 of the Simple API for XML (SAX), created collectively by the membership of the XML-DEV mailing list, is hereby released into the public domain.

No one owns SAX: you may use it freely in both commercial and non-commercial applications, bundle it with your software distribution, include it on a CD-ROM, list the source code in a book, mirror the documentation at your own web site, or use it in any other way you see fit.

David Megginson, Megginson Technologies Ltd.
1998-05-11

SAX 2.0

I hereby abandon any property rights to SAX 2.0 (the Simple API for XML), and release all of the SAX 2.0 source code, compiled code, and documentation contained in this distribution into the Public Domain. SAX comes with NO WARRANTY or guarantee of fitness for any purpose.

David Megginson, Megginson Technologies Ltd.
2000-05-05

```
/*
 * (c) Copyright 1993, Silicon Graphics, Inc.
 * ALL RIGHTS RESERVED
 * Permission to use, copy, modify, and distribute this software for
 * any purpose and without fee is hereby granted, provided that the above
 * copyright notice appear in all copies and that both the copyright notice
 * and this permission notice appear in supporting documentation, and that
 * the name of Silicon Graphics, Inc. not be used in advertising
 * or publicity pertaining to distribution of the software without specific,
 * written prior permission.
 *
 * THE MATERIAL EMBODIED ON THIS SOFTWARE IS PROVIDED TO YOU "AS-IS"
 * AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE,
 * INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR
 * FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SILICON
 * GRAPHICS, INC. BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT,
 * SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY
 * KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION,
 * LOSS OF PROFIT, LOSS OF USE, SAVINGS OR REVENUE, OR THE CLAIMS OF
 * THIRD PARTIES, WHETHER OR NOT SILICON GRAPHICS, INC. HAS BEEN
 * ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON
 * ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE
 * POSSESSION, USE OR PERFORMANCE OF THIS SOFTWARE.
 *
 * US Government Users Restricted Rights
 * Use, duplication, or disclosure by the Government is subject to
 * restrictions set forth in FAR 52.227.19(c)(2) or subparagraph
 * (c)(1)(ii) of the Rights in Technical Data and Computer Software
 * clause at DFARS 252.227-7013 and/or in similar or successor
 * clauses in the FAR or the DOD or NASA FAR Supplement.
 * Unpublished-- rights reserved under the copyright laws of the
 * United States. Contractor/manufacturer is Silicon Graphics,
 * Inc., 2011 N. Shoreline Blvd., Mountain View, CA 94039-7311.
 *
 * OpenGL(TM) is a trademark of Silicon Graphics, Inc.
 */
```

This is the Debian GNU/Linux package debianutils.

It is an original Debian package. Programs in it were maintained by
Guy Maor <maor@debian.org>, and are now maintained by Clint Adams
<schizo@debian.org>.

All its programs except readlink, savelog, and which may be
redistributed under the terms of the GNU GPL, Version 2 or later,
found on Debian systems in the file /usr/share/common-licenses/GPL.

which is in the public domain.

readlink is Copyright (c) 1997 Kenneth Stailey, and may also be
distributed under the terms of the BSD copyright.

savelog may be redistributed under the following terms: (The rest of
this file consists of savelog's distribution terms.)

#ident "@(#) smail:RELEASE-3_2: COPYING, v 1.2 1996/06/14 18:59:10 woods Exp"

SMAIL GENERAL PUBLIC LICENSE
(Clarified 11 Feb 1988)

Copyright (C) 1988 Landon Curt Noll & Ronald S. Karr
Copyright (C) 1992 Ronald S. Karr
Copyleft (GNU) 1988 Landon Curt Noll & Ronald S. Karr

Everyone is permitted to copy and distribute verbatim copies of this license, but changing it is not allowed. You can also use this wording to make the terms for other programs.

The license agreements of most software companies keep you at the mercy of those companies. By contrast, our general public license is intended to give everyone the right to share SMAIL. To make sure that you get the rights we want you to have, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. Hence this license agreement.

Specifically, we want to make sure that you have the right to give away copies of SMAIL, that you receive source code or else can get it if you want it, that you can change SMAIL or use pieces of it in new free programs, and that you know you can do these things.

To make sure that everyone has such rights, we have to forbid you to deprive anyone else of these rights. For example, if you distribute copies of SMAIL, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must tell them their rights.

Also, for our own protection, we must make certain that everyone finds out that there is no warranty for SMAIL. If SMAIL is modified by someone else and passed on, we want its recipients to know that what they have is not what we distributed, so that any problems introduced by others will not reflect on our reputation.

Therefore we (Landon Curt Noll and Ronald S. Karr) make the following terms which say what you must do to be allowed to distribute or change SMAIL.

COPYING POLICIES

1. You may copy and distribute verbatim copies of SMAIL source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy a valid copyright notice "Copyright (C) 1988 Landon Curt Noll & Ronald S. Karr" (or with whatever year is appropriate); keep intact the notices on all files that refer to this License Agreement and to the absence of any warranty; and give any other recipients of the SMAIL program a copy of this License Agreement along with the program. You may charge a distribution fee for the physical act of transferring a copy.

2. You may modify your copy or copies of SMAIL or any portion of it, and copy and distribute such modifications under the terms of Paragraph 1 above, provided that you also do the following:

a) cause the modified files to carry prominent notices stating that you changed the files and the date of any change; and

b) cause the whole of any work that you distribute or publish, that in whole or in part contains or is a derivative of SMAIL or any part thereof, to be licensed at no charge to all third parties on terms identical to those contained in this License Agreement (except that you may choose to grant more extensive

warranty protection to some or all third parties, at your option).

c) You may charge a distribution fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

Mere aggregation of another unrelated program with this program (or its derivative) on a volume of a storage or distribution medium does not bring the other program under the scope of these terms.

3. You may copy and distribute SMAIL (or a portion or derivative of it, under Paragraph 2) in object code or executable form under the terms of Paragraphs 1 and 2 above provided that you also do one of the following:

a) accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Paragraphs 1 and 2 above; or,

b) accompany it with a written offer, valid for at least three years, to give any third party free (except for a nominal shipping charge) a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Paragraphs 1 and 2 above; or,

c) accompany it with the information you received as to where the corresponding source code may be obtained. (This alternative is allowed only for non-commercial distribution and only if you received the program in object code or executable form alone.)

For an executable file, complete source code means all the source code for all modules it contains; but, as a special exception, it need not include source code for modules which are standard libraries that accompany the operating system on which the executable file runs.

4. You may not copy, sublicense, distribute or transfer SMAIL except as expressly provided under this License Agreement. Any attempt otherwise to copy, sublicense, distribute or transfer SMAIL is void and your rights to use the program under this License agreement shall be automatically terminated. However, parties who have received computer software programs from you with this License Agreement will not have their licenses terminated so long as such parties remain in full compliance.

5. If you wish to incorporate parts of SMAIL into other free programs whose distribution conditions are different, write to Landon Curt Noll & Ronald S. Karr via the Free Software Foundation at 51 Franklin St, Fifth Floor, Boston, MA 02110-1301, USA. We have not yet worked out a simple rule that can be stated here, but we will often permit this. We will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software.

Your comments and suggestions about our licensing policies and our software are welcome! This contract was based on the contract made by the Free Software Foundation. Please contact the Free Software Foundation, Inc., 51 Franklin St, Fifth Floor, Boston, MA 02110-1301, USA, or call (617) 542-5942 for details on copylefted material in general.

NO WARRANTY

BECAUSE SMAIL IS LICENSED FREE OF CHARGE, WE PROVIDE ABSOLUTELY NO WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING, LANDON CURT NOLL & RONALD S. KARR AND/OR OTHER PARTIES PROVIDE SMAIL "AS IS" WITHOUT WARRANTY OF ANY KIND,

EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF SMAIL IS WITH YOU. SHOULD SMAIL PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW WILL LANDON CURT NOLL & RONALD S. KARR AND/OR ANY OTHER PARTY WHO MAY MODIFY AND REDISTRIBUTE SMAIL AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY LOST PROFITS, LOST MONIES, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS) SMAIL, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

SUN PUBLIC LICENSE Version 1.0

1. Definitions.

1.0.1. "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof and corresponding documentation released with the source code.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.8.1. "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code"../ means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code"../ means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated documentation, interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor`s choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control"../ means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1 The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

(c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

(d) Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by:

i) the modification of the Original Code or ii) the combination of the

Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

(a) under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

(c) the licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

(d) notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification

has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters.

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled `../LEGAL` which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface ("API"../) and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than

any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

Sun Microsystems, Inc. ("Sun") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Sun. No one other than Sun has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must: (a) rename Your license so that the phrases "Sun," "Sun Public License," or "SPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Sun Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days

of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U. S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions.

With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as ~~Multiple-Licensed~~. ~~Multiple-Licensed~~ means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

Exhibit A -Sun Public License Notice.

The contents of this file are subject to the Sun Public License Version 1.0 (the License); you may not use this file except in compliance with the License. A copy of the License is available at <http://www.sun.com/>

The Original Code is _____. The Initial Developer of the Original Code is _____. Portions created by _____ are Copyright (C) _____. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the ~~[""]~~ License?), in which case the provisions of ~~[""]~~ License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the ~~[""]~~ License and not to allow others to use your version of this file under the SPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the ~~[""]~~ License. If you do not delete the

provisions above, a recipient may use your version of this file under either the SPL or the [____] License.
[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

Simple Public License (SimPL)

Preamble

This Simple Public License 2.0 (SimPL 2.0 for short) is a plain language implementation of GPL 2.0. The words are different, but the goal is the same - to guarantee for all users the freedom to share and change software. If anyone wonders about the meaning of the SimPL, they should interpret it as consistent with GPL 2.0.

Simple Public License (SimPL) 2.0

The SimPL applies to the software's source and object code and comes with any rights that I have in it (other than trademarks). You agree to the SimPL by copying, distributing, or making a derivative work of the software.

You get the royalty free right to:

Use the software for any purpose;

Make derivative works of it (this is called a "Derived Work");

Copy and distribute it and any Derived Work.

If you distribute the software or a Derived Work, you must give back to the community by:

Prominently noting the date of any changes you make;

Leaving other people's copyright notices, warranty disclaimers, and license terms in place;

Providing the source code, build scripts, installation scripts, and interface definitions in a form that is easy to get and best to modify;

Licensing it to everyone under SimPL, or substantially similar terms (such as GPL 2.0), without adding further restrictions to the rights provided;

Conspicuously announcing that it is available under that license.

There are some things that you must shoulder:

You get NO WARRANTIES. None of any kind;

If the software damages you in any way, you may only recover direct damages up to the amount you paid for it (that is zero if you did not pay anything). You may not recover any other damages, including those called "consequential damages." (The state or country where you live may not allow you to limit your liability in this way, so this may not apply to you);

The SimPL continues perpetually, except that your license rights end automatically if:

You do not abide by the "give back to the community" terms (your licensees get to keep their rights if they abide);

Anyone prevents you from distributing the software under the terms of the SimPL.

License for the License

You may do anything that you want with the SimPL text; it's a license form to use in any way that you find helpful. To avoid confusion, however, if you change the terms in any way then you may not call your license the Simple Public License or the SimPL (but feel free to acknowledge that your license is "based on the Simple Public License").

The Sleepycat License

Copyright (c) 1990-1999

Sleepycat Software. 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. Redistributions in any form must be accompanied by information on how to obtain complete source code for the DB software and any accompanying software that uses the DB software. The source code must either be included in the distribution or be available for no more than the cost of distribution plus a nominal fee, and must be freely redistributable under reasonable conditions. For an executable file, complete source code means the source code for all modules it contains. It does not include source code for modules or files that typically accompany the major components of the operating system on which the executable file runs.

THIS SOFTWARE IS PROVIDED BY SLEEPYCAT SOFTWARE ``AS IS`` AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED. IN NO EVENT SHALL SLEEPYCAT 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.

Copyright (c) 1990, 1993, 1994, 1995
The Regents of the University of California. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. Neither the name of the University 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.

Copyright (c) 1995, 1996
The President and Fellows of Harvard University. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. Redistributions in binary form must reproduce the above copyright

notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. Neither the name of the University 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 HARVARD AND ITS 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 HARVARD 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.

SUGARCRM PUBLIC LICENSE

Version 1.1.3

The SugarCRM Public License Version ("SPL") consists of the Mozilla Public License Version 1.1, modified to be specific to SugarCRM, with the Additional Terms in Exhibit B. The original Mozilla Public License 1.1 can be found at: <http://www.mozilla.org/MPL/MPL-1.1.html>

1. Definitions.

1.0.1. "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.8.1. "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

(b) under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

(c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

(d) Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

(a) under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made

by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

(c) the licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

(d) Notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

SugarCRM Inc. (''SugarCRM'') may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by SugarCRM. No one other than SugarCRM has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases ''SugarCRM'', ''SPL'' or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the SugarCRM Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U. S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and

Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the SPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.
SugarCRM Public License 1.1.3 - Exhibit A

The contents of this file are subject to the SugarCRM Public License Version 1.1.3

("License"); You may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.sugarcrm.com/SPL>
Software distributed under the License is distributed on an "AS IS" basis,

WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is: SugarCRM Open Source

The Initial Developer of the Original Code is SugarCRM, Inc.
Portions created by SugarCRM are Copyright (C) 2004 SugarCRM, Inc. ;
All Rights Reserved.

Contributor(s): _____.

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

SugarCRM Public License 1.1.3 - Exhibit B

Additional Terms applicable to the SugarCRM Public License.

I. Effect.

These additional terms described in this SugarCRM Public License –
Additional Terms shall apply to the Covered Code under this License.

II. SugarCRM and logo.

This License does not grant any rights to use the trademarks "SugarCRM" and the "SugarCRM" logos even if such marks are included in the Original Code or Modifications.

However, in addition to the other notice obligations, all copies of the Covered Code in Executable and Source Code form distributed must, as a form of attribution of the original author, include on each user interface screen (i) the "Powered by SugarCRM" logo and (ii) the copyright notice in the same form as the latest version of the Covered Code distributed by SugarCRM, Inc. at the time of distribution of such copy. In addition, the "Powered by SugarCRM" logo must be visible to all users and be located at the very bottom center of each user interface screen. Notwithstanding the above, the dimensions of the "Powered By SugarCRM" logo must be at least 106 x 23 pixels. When users click on the "Powered by SugarCRM" logo it must direct them back to <http://www.sugarforge.org>. In addition, the copyright notice must remain visible to all users at all times at the bottom of the user interface screen. When users click on the copyright notice, it must direct them back to <http://www.sugarcrm.com>

SUGARCRM PUBLIC LICENSE

Version 1.1.3

The SugarCRM Public License Version ("SPL") consists of the Mozilla Public License Version 1.1, modified to be specific to SugarCRM, with the Additional Terms in Exhibit B. The original Mozilla Public License 1.1 can be found at:
<http://www.mozilla.org/MPL/MPL-1.1.html>

1. Definitions.

1.0.1. "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.8.1. "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

(c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

(d) Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

(a) under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

(c) the licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

(d) Notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of

this License or the recipients` rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party`s intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor`s Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor`s Modifications are Contributor`s original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients` rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section

3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

SugarCRM Inc. (``SugarCRM``) may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by SugarCRM. No one other than SugarCRM has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases ``SugarCRM``, ``SPL`` or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the SugarCRM Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING,

REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U. S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as `“Multiple-Licensed”`. `“Multiple-Licensed”` means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the SPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

SugarCRM Public License 1.1.3 - Exhibit A

The contents of this file are subject to the SugarCRM Public License Version 1.1.3 ("License"); You may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.sugarcrm.com/SPL> Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is: SugarCRM Open Source

The Initial Developer of the Original Code is SugarCRM, Inc.
Portions created by SugarCRM are Copyright (C) 2004 SugarCRM, Inc. ;
All Rights Reserved.

Contributor(s): _____

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

SugarCRM Public License 1.1.3 - Exhibit B

Additional Terms applicable to the SugarCRM Public License.

I. Effect.

These additional terms described in this SugarCRM Public License `–` Additional Terms shall apply to the Covered Code under this License.

II. SugarCRM and logo.

This License does not grant any rights to use the trademarks "SugarCRM" and the "SugarCRM" logos even if such marks are included in the Original Code or Modifications.

However, in addition to the other notice obligations, all copies of the Covered Code in Executable and Source Code form distributed must, as a form of attribution of the original author, include on each user interface screen (i) the "Powered by SugarCRM"

logo and (ii) the copyright notice in the same form as the latest version of the Covered Code distributed by SugarCRM, Inc. at the time of distribution of such copy. In addition, the "Powered by SugarCRM" logo must be visible to all users and be located at the very bottom center of each user interface screen. Notwithstanding the above, the dimensions of the "Powered By SugarCRM" logo must be at least 106 x 23 pixels. When users click on the "Powered by SugarCRM" logo it must direct them back to <http://www.sugarforge.org>. In addition, the copyright notice must remain visible to all users at all times at the bottom of the user interface screen. When users click on the copyright notice, it must direct them back to <http://www.sugarcrm.com>

Copyright (c) 1987, 1989, 1990, 1991, 1992, 1993, 1994
The Regents of the University of California. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. Neither the name of the University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE REGENTS AND CONTRIBUTORS ``AS IS'' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE REGENTS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This is free and unencumbered software released into the public domain.

Anyone is free to copy, modify, publish, use, compile, sell, or distribute this software, either in source code form or as a compiled binary, for any purpose, commercial or non-commercial, and by any means.

In jurisdictions that recognize copyright laws, the author or authors of this software dedicate any and all copyright interest in the software to the public domain. We make this dedication for the benefit of the public at large and to the detriment of our heirs and successors. We intend this dedication to be an overt act of relinquishment in perpetuity of all present and future rights to this software under copyright law.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

For more information, please refer to <http://unlicense.org/>

Vovida Software License v. 1.0

This license applies to all software incorporated in the "Vovida

Open Communication Application Library" except for those portions incorporating third party software specifically identified as being licensed under separate license.

The Vovida Software License, Version 1.0
Copyright (c) 2000 Vovida Networks, Inc. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The names "VOCAL", "Vovida Open Communication Application Library", and "Vovida Open Communication Application Library (VOCAL)" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact vocal@vovida.org.
4. Products derived from this software may not be called "VOCAL", nor may "VOCAL" appear in their name, without prior written permission.

THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL VOVIDA NETWORKS, INC. OR ITS CONTRIBUTORS BE LIABLE FOR ANY DAMAGES IN EXCESS OF \$1,000, NOR FOR ANY 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.

W3C SOFTWARE NOTICE AND LICENSE

This work (and included software, documentation such as READMEs, or other related items) is being provided by the copyright holders under the following license.

License

By obtaining, using and/or copying this work, you (the licensee) agree that you have read, understood, and will comply with the following terms and conditions.

Permission to copy, modify, and distribute this software and its documentation, with or without modification, for any purpose and without fee or royalty is hereby granted, provided that you include the following on ALL copies of the software and documentation or portions thereof, including modifications:

The full text of this NOTICE in a location viewable to users of the redistributed or derivative work.

Any pre-existing intellectual property disclaimers, notices, or terms and conditions.

If none exist, the W3C Software Short Notice should be included (hypertext is preferred, text is permitted) within the body of any redistributed or derivative code.

Notice of any changes or modifications to the files, including the date changes were made. (We recommend you provide URIs to the location from which the code is derived.)

Disclaimers

THIS SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS," AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

COPYRIGHT HOLDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE SOFTWARE OR DOCUMENTATION.

The name and trademarks of copyright holders may NOT be used in advertising or publicity pertaining to the software without specific, written prior permission. Title to copyright in this software and any associated documentation will at all times remain with copyright holders.

Notes

This version: <http://www.w3.org/Consortium/Legal/2002/copyright-software-20021231>

This formulation of W3C's notice and license became active on December 31 2002. This version removes the copyright ownership notice such that this license can be used with materials other than those owned by the W3C, reflects that ERCIM is now a host of the W3C, includes references to this specific dated version of the license, and removes the ambiguous grant of "use". Otherwise, this version is the same as the previous version and is written so as to preserve the Free Software Foundation's assessment of GPL compatibility and OSI's certification under the Open Source Definition.

wxWindows Library Licence, Version 3.1

=====

Copyright (C) 1998-2005 Julian Smart, Robert Roebing et al

Everyone is permitted to copy and distribute verbatim copies of this licence document, but changing it is not allowed.

WXWINDOWS LIBRARY LICENCE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Library General Public Licence as published by the Free Software Foundation; either version 2 of the Licence, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Library General Public Licence for more details.

You should have received a copy of the GNU Library General Public Licence along with this software, usually in a file named COPYING.LIB. If not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA.

EXCEPTION NOTICE

1. As a special exception, the copyright holders of this library give permission for additional uses of the text contained in this release of the library as licenced under the wxWindows Library Licence, applying either version 3.1 of the Licence, or (at your option) any later version of the Licence as published by the copyright holders of version 3.1 of the Licence document.
2. The exception is that you may use, copy, link, modify and distribute under your own terms, binary object code versions of works based on the Library.
3. If you copy code from files distributed under the terms of the GNU General Public Licence or the GNU Library General Public Licence into a copy of this library, as this licence permits, the exception does not

apply to the code that you add in this way. To avoid misleading anyone as to the status of such modified files, you must delete this exception notice from such code and/or adjust the licensing conditions notice accordingly.

4. If you write modifications of your own for this library, it is your choice whether to permit this exception to apply to your modifications. If you do not wish that, you must delete the exception notice from such code and/or adjust the licensing conditions notice accordingly.

Sybase Open Watcom Public License version 1.0

USE OF THE SYBASE OPEN WATCOM SOFTWARE DESCRIBED BELOW ("SOFTWARE") IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE SYBASE OPEN WATCOM PUBLIC LICENSE SET FORTH BELOW ("LICENSE"). YOU MAY NOT USE THE SOFTWARE IN ANY MANNER UNLESS YOU ACCEPT THE TERMS AND CONDITIONS OF THE LICENSE. YOU INDICATE YOUR ACCEPTANCE BY IN ANY MANNER USING (INCLUDING WITHOUT LIMITATION BY REPRODUCING, MODIFYING OR DISTRIBUTING) THE SOFTWARE. IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THE LICENSE, DO NOT USE THE SOFTWARE IN ANY MANNER.

Sybase Open Watcom Public License version 1.0

1. General; Definitions. This License applies only to the following software programs: the open source versions of Sybase's Watcom C/C++ and Fortran compiler products ("Software"), which are modified versions of, with significant changes from, the last versions made commercially available by Sybase. As used in this License:

1.1 "Applicable Patent Rights" mean: (a) in the case where Sybase is the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to Sybase and (ii) that cover subject matter contained in the Original Code, but only to the extent necessary to use, reproduce and/or distribute the Original Code without infringement; and (b) in the case where You are the grantor of rights, (i) claims of patents that are now or hereafter acquired, owned by or assigned to You and (ii) that cover subject matter in Your Modifications, taken alone or in combination with Original Code.

1.2 "Contributor" means any person or entity that creates or contributes to the creation of Modifications.

1.3 "Covered Code" means the Original Code, Modifications, the combination of Original Code and any Modifications, and/or any respective portions thereof.

1.4 "Deploy" means to use, sublicense or distribute Covered Code other than for Your internal research and development (R&D) and/or Personal Use, and includes without limitation, any and all internal use or distribution of Covered Code within Your business or organization except for R&D use and/or Personal Use, as well as direct or indirect sublicensing or distribution of Covered Code by You to any third party in any form or manner.

1.5 "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.6 "Modifications" mean any addition to, deletion from, and/or change to, the substance and/or structure of the Original Code, any previous Modifications, the combination of Original Code and any previous Modifications, and/or any respective portions thereof. When code is released as a series of files, a Modification is: (a)

any addition to or deletion from the contents of a file containing Covered Code; and/or (b) any new file or other representation of computer program statements that contains any part of Covered Code.

1.7 "Original Code" means (a) the Source Code of a program or other work as originally made available by Sybase under this License, including the Source Code of any updates or upgrades to such programs or works made available by Sybase under this License, and that has been expressly identified by Sybase as such in the header file(s) of such work; and (b) the object code compiled from such Source Code and originally made available by Sybase under this License.

1.8 "Personal Use" means use of Covered Code by an individual solely for his or her personal, private and non-commercial purposes. An individual's use of Covered Code in his or her capacity as an officer, employee, member, independent contractor or agent of a corporation, business or organization (commercial or non-commercial) does not qualify as Personal Use.

1.9 "Source Code" means the human readable form of a program or other work that is suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an executable (object code).

1.10 "You" or "Your" means an individual or a legal entity exercising rights under this License. For legal entities, "You" or "Your" includes any entity which controls, is controlled by, or is under common control with, You, where "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Permitted Uses; Conditions & Restrictions. Subject to the terms and conditions of this License, Sybase hereby grants You, effective on the date You accept this License and download the Original Code, a world-wide, royalty-free, non-exclusive license, to the extent of Sybase's Applicable Patent Rights and copyrights covering the Original Code, to do the following:

2.1 You may use, reproduce, display, perform, modify and distribute Original Code, with or without Modifications, solely for Your internal research and development and/or Personal Use, provided that in each instance:

(a) You must retain and reproduce in all copies of Original Code the copyright and other proprietary notices and disclaimers of Sybase as they appear in the Original Code, and keep intact all notices in the Original Code that refer to this License; and

(b) You must retain and reproduce a copy of this License with every copy of Source Code of Covered Code and documentation You distribute, and You may not offer or impose any terms on such Source Code that alter or restrict this License or the recipients' rights hereunder, except as permitted under Section 6.

(c) Whenever reasonably feasible you should include the copy of this License in a click-wrap format, which requires affirmative acceptance by clicking on an "I accept" button or similar mechanism. If a click-wrap format is not included, you must include a statement that any use (including without limitation reproduction, modification or distribution) of the Software, and any other affirmative act that you define, constitutes acceptance of the License, and instructing the user not to use the Covered Code in any manner if the user does not accept all of the terms and conditions of the License.

2.2 You may use, reproduce, display, perform, modify and Deploy Covered Code, provided that in each instance:

- (a) You must satisfy all the conditions of Section 2.1 with respect to the Source Code of the Covered Code;
- (b) You must duplicate, to the extent it does not already exist, the notice in Exhibit A in each file of the Source Code of all Your Modifications, and cause the modified files to carry prominent notices stating that You changed the files and the date of any change;
- (c) You must make Source Code of all Your Deployed Modifications publicly available under the terms of this License, including the license grants set forth in Section 3 below, for as long as you Deploy the Covered Code or twelve (12) months from the date of initial Deployment, whichever is longer. You should preferably distribute the Source Code of Your Deployed Modifications electronically (e.g. download from a web site);
- (d) if You Deploy Covered Code in object code, executable form only, You must include a prominent notice, in the code itself as well as in related documentation, stating that Source Code of the Covered Code is available under the terms of this License with information on how and where to obtain such Source Code; and
- (e) the object code form of the Covered Code may be distributed under Your own license agreement, provided that such license agreement contains terms no less protective of Sybase and each Contributor than the terms of this License, and stating that any provisions which differ from this License are offered by You alone and not by any other party.

2.3 You expressly acknowledge and agree that although Sybase and each Contributor grants the licenses to their respective portions of the Covered Code set forth herein, no assurances are provided by Sybase or any Contributor that the Covered Code does not infringe the patent or other intellectual property rights of any other entity. Sybase and each Contributor disclaim any liability to You for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, You hereby assume sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow You to distribute the Covered Code, it is Your responsibility to acquire that license before distributing the Covered Code.

3. Your Grants. In consideration of, and as a condition to, the licenses granted to You under this License, You hereby grant to Sybase and all third parties a non-exclusive, royalty-free license, under Your Applicable Patent Rights and other intellectual property rights (other than patent) owned or controlled by You, to use, reproduce, display, perform, modify, distribute and Deploy Your Modifications of the same scope and extent as Sybase's licenses under Sections 2.1 and 2.2.

4. Larger Works. You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In each such instance, You must make sure the requirements of this License are fulfilled for the Covered Code or any portion thereof.

5. Limitations on Patent License. Except as expressly stated in Section 2, no other patent rights, express or implied, are granted by Sybase herein. Modifications and/or Larger Works may require additional patent licenses from Sybase which Sybase may grant in its sole discretion.

6. Additional Terms. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations and/or other rights consistent with this

License ("Additional Terms") to one or more recipients of Covered Code. However, You may do so only on Your own behalf and as Your sole responsibility, and not on behalf of Sybase or any Contributor. You must obtain the recipient's agreement that any such Additional Terms are offered by You alone, and You hereby agree to indemnify, defend and hold Sybase and every Contributor harmless for any liability incurred by or claims asserted against Sybase or such Contributor by reason of any such Additional Terms.

7. Versions of the License. Sybase may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Once Original Code has been published under a particular version of this License, You may continue to use it under the terms of that version. You may also choose to use such Original Code under the terms of any subsequent version of this License published by Sybase. No one other than Sybase has the right to modify the terms applicable to Covered Code created under this License.

8. NO WARRANTY OR SUPPORT. The Covered Code may contain in whole or in part pre-release, untested, or not fully tested works. The Covered Code may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. You expressly acknowledge and agree that use of the Covered Code, or any portion thereof, is at Your sole and entire risk. THE COVERED CODE IS PROVIDED "AS IS" AND WITHOUT WARRANTY, UPGRADES OR SUPPORT OF ANY KIND AND SYBASE AND SYBASE'S LICENSOR(S) (COLLECTIVELY REFERRED TO AS "SYBASE" FOR THE PURPOSES OF SECTIONS 8 AND 9) AND ALL CONTRIBUTORS EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SYBASE AND EACH CONTRIBUTOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE COVERED CODE, THAT THE FUNCTIONS CONTAINED IN THE COVERED CODE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE COVERED CODE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE COVERED CODE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SYBASE, A SYBASE AUTHORIZED REPRESENTATIVE OR ANY CONTRIBUTOR SHALL CREATE A WARRANTY. You acknowledge that the Covered Code is not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or air traffic control machines in which case the failure of the Covered Code could lead to death, personal injury, or severe physical or environmental damage.

9. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SYBASE OR ANY CONTRIBUTOR BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS LICENSE OR YOUR USE OR INABILITY TO USE THE COVERED CODE, OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF SYBASE OR SUCH CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Sybase's or any Contributor's total liability to You for all damages (other than as may be required by applicable law) under this License exceed the amount of five hundred dollars (\$500.00).

10. Trademarks. This License does not grant any rights to use the trademarks or trade names "Sybase" or any other trademarks or trade names belonging to Sybase (collectively "Sybase Marks") or to any trademark or trade name belonging to any Contributor ("Contributor Marks"). No Sybase Marks or Contributor Marks may be used to endorse or promote products derived from the Original Code or Covered Code other than with the prior written consent of Sybase or the Contributor, as applicable.

11. Ownership. Subject to the licenses granted under this License, each Contributor retains all rights, title and interest in and to any Modifications made by such

Contributor. Sybase retains all rights, title and interest in and to the Original Code and any Modifications made by or on behalf of Sybase ("Sybase Modifications"), and such Sybase Modifications will not be automatically subject to this License. Sybase may, at its sole discretion, choose to license such Sybase Modifications under this License, or on different terms from those contained in this License or may choose not to license them at all.

12. Termination.

12.1 Termination. This License and the rights granted hereunder will terminate:

(a) automatically without notice if You fail to comply with any term(s) of this License and fail to cure such breach within 30 days of becoming aware of such breach;

(b) immediately in the event of the circumstances described in Section 13.5(b); or

(c) automatically without notice if You, at any time during the term of this License, commence an action for patent infringement (including as a cross claim or counterclaim) against Sybase or any Contributor.

12.2 Effect of Termination. Upon termination, You agree to immediately stop any further use, reproduction, modification, sublicensing and distribution of the Covered Code and to destroy all copies of the Covered Code that are in your possession or control. All sublicenses to the Covered Code that have been properly granted prior to termination shall survive any termination of this License. Provisions which, by their nature, should remain in effect beyond the termination of this License shall survive, including but not limited to Sections 3, 5, 8, 9, 10, 11, 12.2 and 13. No party will be liable to any other for compensation, indemnity or damages of any sort solely as a result of terminating this License in accordance with its terms, and termination of this License will be without prejudice to any other right or remedy of any party.

13. Miscellaneous.

13.1 Government End Users. The Covered Code is a "commercial item" as defined in FAR 2.101. Government software and technical data rights in the Covered Code include only those rights customarily provided to the public as defined in this License. This customary commercial license in technical data and software is provided in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data -- Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Accordingly, all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

13.2 Relationship of Parties. This License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between or among you, Sybase or any Contributor, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise.

13.3 Independent Development. Nothing in this License will impair Sybase's or any Contributor's right to acquire, license, develop, have others develop for it, market and/or distribute technology or products that perform the same or similar functions as, or otherwise compete with, Modifications, Larger Works, technology or products that You may develop, produce, market or distribute.

13.4 Waiver; Construction. Failure by Sybase or any Contributor to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision. Any law or regulation which provides that the language of a

contract shall be construed against the drafter will not apply to this License.

13.5 Severability. (a) If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this License will continue in full force and effect. (b) Notwithstanding the foregoing, if applicable law prohibits or restricts You from fully and/or specifically complying with Sections 2 and/or 3 or prevents the enforceability of either of those Sections, this License will immediately terminate and You must immediately discontinue any use of the Covered Code and destroy all copies of it that are in your possession or control.

13.6 Dispute Resolution. Any litigation or other dispute resolution between You and Sybase relating to this License shall take place in the Northern District of California, and You and Sybase hereby consent to the personal jurisdiction of, and venue in, the state and federal courts within that District with respect to this License. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13.7 Entire Agreement; Governing Law. This License constitutes the entire agreement between the parties with respect to the subject matter hereof. This License shall be governed by the laws of the United States and the State of California, except that body of California law concerning conflicts of law. Where You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this License and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

EXHIBIT A.

"Portions Copyright (c) 1983-2002 Sybase, Inc. All Rights Reserved. This file contains Original Code and/or Modifications of Original Code as defined in and that are subject to the Sybase Open Watcom Public License version 1.0 (the `License`). You may not use this file except in compliance with the License. BY USING THIS FILE YOU AGREE TO ALL TERMS AND CONDITIONS OF THE LICENSE. A copy of the License is provided with the Original Code and Modifications, and is also available at www.sybase.com/developer/opensource.

The Original Code and all software distributed under the License are distributed on an `AS IS` basis, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SYBASE AND ALL CONTRIBUTORS HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT. Please see the License for the specific language governing rights and limitations under the License."

Copyright (C) 1994-2003 The XFree86 Project, Inc. All Rights Reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE

XFREE86 PROJECT BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Except as contained in this notice, the name of the XFree86 Project shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from the XFree86 Project.

XFree86 License (version 1.1)

Copyright (C) 1994–2006 The XFree86 Project, Inc.
All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

1. Redistributions of source code must retain the above copyright notice, this list of conditions, and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution, and in the same place and form as other copyright, license and disclaimer information.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by The XFree86 Project, Inc (<http://www.xfree86.org/>) and its contributors", in the same place and form as other third-party acknowledgments. Alternately, this acknowledgment may appear in the software itself, in the same form and location as other such third-party acknowledgments.
4. Except as contained in this notice, the name of The XFree86 Project, Inc shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from The XFree86 Project, Inc.

THIS SOFTWARE IS PROVIDED ``AS IS`` AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE XFREE86 PROJECT, INC OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright

Copyright (C) 1999–2007 Norman Walsh
Copyright (C) 2003 Jiří Kosek
Copyright (C) 2004–2007 Steve Ball
Copyright (C) 2005–2008 The DocBook Project
Copyright (C) 2011–2012 O'Reilly Media

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following

conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

Except as contained in this notice, the names of individuals credited with contribution to this software shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from the individuals in question.

Any stylesheet derived from this Software that is publically distributed will be identified with a different name and the version strings in any derived Software will be changed so that no possibility of confusion between the derived package and this Software will exist.

Warranty

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL NORMAN WALSH OR ANY OTHER CONTRIBUTOR BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Contacting the Author

The DocBook XSL stylesheets are maintained by Norman Walsh, <ndw@nwalsh.com>, and members of the DocBook Project, <docbook-developers@sf.net>

The X.Net, Inc. License

This License has been voluntarily deprecated by its author.

Copyright (c) 2000-2001 X.Net, Inc. Lafayette, California, USA

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

This agreement shall be governed in all respects by the laws of the State of California and by the laws of the United States of America.

Yahoo! Public License, Version 1.1 (YPL)

This Yahoo! Public License (this "Agreement") is a legal agreement that describes the terms under which Yahoo! Inc., a Delaware corporation having its principal place of

business at 701 First Avenue, Sunnyvale, California 94089 ("Yahoo!") will provide software to you via download or otherwise ("Software"). By using the Software, you, an individual or an entity ("You") agree to the terms of this Agreement.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

Grant of Copyright License

1.1 - Subject to the terms and conditions of this Agreement, Yahoo! hereby grants to You, under any and all of its copyright interest in and to the Software, a royalty-free, non-exclusive, non-transferable license to copy, modify, compile, execute, and distribute the Software and Modifications. For the purposes of this Agreement, any change to, addition to, or abridgement of the Software made by You is a "Modification;" however, any file You add to the Software that does not contain any part of the Software is not a "Modification."

1.2 - If You are an individual acting on behalf of a corporation or other entity, Your use of the Software or any Modification is subject to Your having the authority to bind such corporation or entity to this Agreement. Providing copies to persons within such corporation or entity is not considered distribution for purposes of this Agreement.

1.3 - For the Software or any Modification You distribute in source code format, You must do so only under the terms of this Agreement, and You must include a complete copy of this Agreement with Your distribution. With respect to any Modification You distribute in source code format, the terms of this Agreement will apply to You in the same way those terms apply to Yahoo! with respect to the Software. In other words, when You are distributing Modifications under this Agreement, You "stand in the shoes" of Yahoo! in terms of the rights You grant and how the terms and conditions apply to You and the licensees of Your Modifications. Notwithstanding the foregoing, when You "stand in the shoes" of Yahoo!, You are not subject to the jurisdiction provision under Section 7, which requires all disputes under this Agreement to be subject to the jurisdiction of federal or state courts of northern California.

1.4 - For the Software or any Modification You distribute in compiled or object code format, You must also provide recipients with access to the Software or Modification in source code format along with a complete copy of this Agreement. The distribution of the Software or Modifications in compiled or object code format may be under a license of Your choice, provided that You are in compliance with the terms of this Agreement. In addition, You must make absolutely clear that any license terms applying to such Software or Modification that differ from this Agreement are offered by You alone and not by Yahoo!, and that such license does not restrict recipients from exercising rights in the source code to the Software granted by Yahoo! under this Agreement or rights in the source code to any Modification granted by You as described in Section 1.3.

1.5 - This Agreement does not limit Your right to distribute files that are entirely Your own work (i.e., which do not incorporate any portion of the Software and are not Modifications) under any terms You choose.

Support

Yahoo! has no obligation to provide technical support or updates to You. Nothing in this Agreement requires Yahoo! to enter into any license with You for any other edition of the Software.

Intellectual Property Rights

3.1 - Except for the license expressly granted under copyright in Section 1.1, no rights, licenses or forbearances are granted or may arise in relation to this Agreement whether expressly, by implication, exhaustion, estoppel or otherwise. All rights, including all intellectual property rights, that are not expressly granted under this Agreement are hereby reserved.

3.2 - In any copy of the Software or in any Modification you create, You must retain and reproduce, any and all copyright, patent, trademark, and attribution notices that are included in the Software in the same form as they appear in the Software. This includes the preservation of attribution notices in the form of trademarks or logos that exist within a user interface of the Software.

3.3 - This license does not grant You rights to use any party's name, logo, or trademarks, except solely as necessary to comply with Section 3.2.

Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. YAHOO! MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE

SOFTWARE. SPECIFICALLY, YAHOO! DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE OR WILL PERFORM IN AN UNINTERRUPTED MANNER. TO THE GREATEST EXTENT ALLOWED BY LAW, YAHOO! SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF YAHOO! HAD BEEN INFORMED OF SUCH PURPOSE), AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, ANY MODIFICATIONS THERETO AND WITH RESPECT TO THE USE OF THE FOREGOING.

Limitation of Liability

IN NO EVENT WILL YAHOO! BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER) IN CONNECTION WITH OR ARISING OUT OF OR RELATING TO THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR ANY OTHER RIGHTS GRANTED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, AND EVEN IF YAHOO! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Term and Termination

6.1 - This Agreement will continue in effect unless and until terminated earlier pursuant to this Section 6.

6.2 - In the event You violate the terms of this Agreement, Yahoo! may terminate this Agreement.

6.3 - All licenses granted hereunder shall terminate upon the termination of this Agreement. Termination will be in addition to any rights and remedies available to Yahoo! at law or equity or under this Agreement.

6.4 - Termination of this Agreement will not affect the provisions regarding reservation of rights (Section 3.1), provisions disclaiming or limiting Yahoo!'s liability (Sections 4 and 5), Termination (Section 6) or Miscellaneous (Section 7), which provisions will survive termination of this Agreement.

Miscellaneous

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed as creating an agency, partnership, joint venture or any other form of legal association between the parties. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, this Agreement will be construed in a manner that most closely effectuates the intent of this Agreement. Such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement will be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. All disputes arising out of this Agreement involving Yahoo! or any of its subsidiaries shall be subject to the jurisdiction of the federal or state courts of northern California, with venue lying in Santa Clara County, California. No rights may be assigned, no obligations may be delegated, and this Agreement may not be transferred by You, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Yahoo!, and any purported assignment, delegation or transfer without such consent shall be void ab initio. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed or be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

Zope Public License (ZPL) Version 1.1

Copyright (c) Zope Corporation. All rights reserved.

This license has been certified as open source.

Redistribution and use in source and binary forms, with or without modification, are

permitted provided that the following conditions are met:

Redistributions in 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.

All advertising materials and documentation mentioning features derived from or use of this software must display the following acknowledgement:

"This product includes software developed by Zope Corporation for use in the Z Object Publishing Environment (<http://www.zope.com/>)."

In the event that the product being advertised includes an intact Zope distribution (with copyright and license included) then this clause is waived.

Names associated with Zope or Zope Corporation must not be used to endorse or promote products derived from this software without prior written permission from Zope Corporation.

Modified redistributions of any form whatsoever must retain the following acknowledgement:

"This product includes software developed by Zope Corporation for use in the Z Object Publishing Environment (<http://www.zope.com/>)."

Intact (re-)distributions of any official Zope release do not require an external acknowledgement.

Modifications are encouraged but must be packaged separately as patches to official Zope releases. Distributions that do not clearly separate the patches from the original work must be clearly labeled as unofficial distributions. Modifications which do not carry the name Zope may be packaged in any form, as long as they conform to all of the clauses above.

Disclaimer

THIS SOFTWARE IS PROVIDED BY ZOPE CORPORATION ``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 ZOPE CORPORATION OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This software consists of contributions made by Zope Corporation and many individuals on behalf of Zope Corporation. Specific attributions are listed in the accompanying credits file.

Zope Public License (ZPL) Version 2.0

This software is Copyright (c) Zope Corporation (tm) and Contributors. All rights reserved.

This license has been certified as open source. It has also been designated as GPL compatible by the Free Software Foundation (FSF).

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions in source code must retain the above copyright notice, this list of conditions, and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions, and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name Zope Corporation (tm) must not be used to endorse or promote products derived from this software without prior written permission from Zope Corporation.
4. The right to distribute this software or to use it for any purpose does not give you the right to use Servicemarks (sm) or Trademarks (tm) of Zope Corporation. Use of them is covered in a separate agreement (see <http://www.zope.com/Marks>).
5. If any files are modified, you must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

Disclaimer

THIS SOFTWARE IS PROVIDED BY ZOPE CORPORATION ``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 ZOPE CORPORATION OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This software consists of contributions made by Zope Corporation and many individuals on behalf of Zope Corporation. Specific attributions are listed in the accompanying credits file.

ZPL 2.1 Zope Public License (ZPL) Version 2.1

A copyright notice accompanies this license document that identifies the copyright holders.

This license has been certified as open source. It has also been designated as GPL compatible by the Free Software Foundation (FSF).

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions in source code must retain the accompanying copyright notice, this list of conditions, and the following disclaimer.

Redistributions in binary form must reproduce the accompanying copyright notice, this list of conditions, and the following disclaimer in the documentation and/or other materials provided with the distribution.

Names of the copyright holders must not be used to endorse or promote products derived from this software without prior written permission from the copyright holders.

The right to distribute this software or to use it for any purpose does not give you

the right to use Servicemarks (sm) or Trademarks (tm) of the copyright holders. Use of them is covered by separate agreement with the copyright holders. If any files are modified, you must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

Disclaimer

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS ``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 COPYRIGHT HOLDERS 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.

Zimbra Public License, Version 1.3 (ZPL)

This Zimbra Public License (this "Agreement") is a legal agreement that describes the terms under which VMware, Inc., a Delaware corporation having its principal place of business at 3401 Hillview Avenue, Palo Alto, California 94304 ("VMware") will provide software to you via download or otherwise ("Software"). By using the Software, you, an individual or an entity ("You") agree to the terms of this Agreement.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. Grant of Copyright License

1.1 - Subject to the terms and conditions of this Agreement, VMware hereby grants to You, under any and all of its copyright interest in and to the Software, a royalty-free, non-exclusive, non-transferable license to copy, modify, compile, execute, and distribute the Software and Modifications. For the purposes of this Agreement, any change to, addition to, or abridgement of the Software made by You is a "Modification;" however, any file You add to the Software that does not contain any part of the Software is not a "Modification."

1.2 - If You are an individual acting on behalf of a corporation or other entity, Your use of the Software or any Modification is subject to Your having the authority to bind such corporation or entity to this Agreement. Providing copies to persons within such corporation or entity is not considered distribution for purposes of this Agreement.

1.3 - For the Software or any Modification You distribute in source code format, You must do so only under the terms of this Agreement, and You must include a complete copy of this Agreement with Your distribution. With respect to any Modification You distribute in source code format, the terms of this Agreement will apply to You in the same way those terms apply to VMware with respect to the Software. In other words, when You are distributing Modifications under this Agreement, You "stand in the shoes" of VMware in terms of the rights You grant and how the terms and conditions apply to You and the licensees of Your Modifications. Notwithstanding the foregoing, when You "stand in the shoes" of VMware, You are not subject to the jurisdiction provision under Section 7, which requires all disputes under this Agreement to be subject to the jurisdiction of federal or state courts of northern California.

1.4 - For the Software or any Modification You distribute in compiled or object code format, You must also provide recipients with access to the Software or Modification in source code format along with a complete copy of this Agreement. The distribution of the Software or Modifications in compiled or object code format may be under a license of Your choice, provided that You are in compliance with the terms of this Agreement. In addition, You must make absolutely clear that any license terms applying to such Software or Modification that differ from this Agreement are offered by You alone and not by VMware, and that such license does not restrict recipients from exercising rights in the source code to the Software granted by VMware under this Agreement or rights in the source code to any Modification granted by You as described in Section 1.3.

1.5 - This Agreement does not limit Your right to distribute files that are entirely Your own work (i.e., which do not incorporate any portion of the Software and are not Modifications) under any terms You choose.

2. Support

VMware has no obligation to provide technical support or updates to You. Nothing in this Agreement requires VMware to enter into any license with You for any other edition of the Software.

3. Intellectual Property Rights

3.1 - Except for the license expressly granted under copyright in Section 1.1, no rights, licenses or forbearances are granted or may arise in relation to this Agreement whether expressly, by implication, exhaustion, estoppel or otherwise. All rights, including all intellectual property rights, that are not expressly granted under this Agreement are hereby reserved.

3.2 - In any copy of the Software or in any Modification you create, You must retain and reproduce, any and all copyright, patent, trademark, and attribution notices that are included in the Software in the same form as they appear in the Software. This includes the preservation of attribution notices in the form of trademarks or logos that exist within a user interface of the Software.

3.3 - This license does not grant You rights to use any party's name, logo, or trademarks, except solely as necessary to comply with Section 3.2.

4. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. VMWARE MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE. SPECIFICALLY, VMWARE DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE OR WILL PERFORM IN AN UNINTERRUPTED MANNER. TO THE GREATEST EXTENT ALLOWED BY LAW, VMWARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VMWARE HAD BEEN INFORMED OF SUCH PURPOSE), AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, ANY MODIFICATIONS THERETO AND WITH RESPECT TO THE USE OF THE FOREGOING.

5. Limitation of Liability

IN NO EVENT WILL VMWARE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER) IN CONNECTION WITH OR ARISING OUT OF OR RELATING TO THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR ANY OTHER RIGHTS GRANTED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, AND EVEN IF VMWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Term and Termination

6.1 - This Agreement will continue in effect unless and until terminated earlier pursuant to this Section 6.

6.2 - In the event You violate the terms of this Agreement, VMware may terminate this Agreement.

6.3 - All licenses granted hereunder shall terminate upon the termination of this Agreement. Termination will be in addition to any rights and remedies available to VMware at law or equity or under this Agreement.

6.4 - Termination of this Agreement will not affect the provisions regarding reservation of rights (Section 3.1), provisions disclaiming or limiting VMware's liability (Sections 4 and 5), Termination (Section 6) or Miscellaneous (Section 7), which provisions will survive termination of this Agreement.

7. Miscellaneous

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed as creating an agency, partnership, joint venture or any other form of legal association between the parties. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, this Agreement will be construed in a manner that most closely effectuates the intent of this Agreement. Such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement will be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. All disputes arising out of this Agreement involving VMware or any of its subsidiaries shall be subject to the jurisdiction of the federal or state courts of northern California, with venue lying in Santa Clara County, California. No rights may be assigned, no obligations may be delegated, and this

Agreement may not be transferred by You, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of VMware, and any purported assignment, delegation or transfer without such consent shall be void ab initio. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed or be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

zlib License

This software is provided `as-is`, without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software.

Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
3. This notice may not be removed or altered from any source distribution.

This program, "bzip2", the associated library "libbzip2", and all documentation, are copyright (C) 1996-2006 Julian R Seward. 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. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
3. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
4. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR ``AS IS'' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE

GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Julian Seward, Cambridge, UK.
jseward@bzip.org
bzip2/libbzip2 version 1.0.4 of 20 December 2006

This program, "bzip2", the associated library "libbzip2", and all documentation, are copyright (C) 1996-2010 Julian R Seward. 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. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
3. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
4. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR ``AS IS'' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Julian Seward, jseward@bzip.org
bzip2/libbzip2 version 1.0.6 of 6 September 2010

The eCos license version 2.0

This file is part of eCos, the Embedded Configurable Operating System. Copyright (C) 1998, 1999, 2000, 2001, 2002 Red Hat, Inc.
eCos is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 or (at your option) any later version.

eCos is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with eCos; if not, write to the Free Software Foundation, Inc., 51 Franklin St, Fifth Floor, Boston, MA 02110-1301 USA.

As a special exception, if other files instantiate templates or use macros or inline functions from this file, or you compile this file and link it with other works to produce a work based on this file, this file does not by itself cause the resulting work to be covered by the GNU General Public License. However the source code for this file must still be made available in accordance with section (3) of the GNU General Public License.

This exception does not invalidate any other reasons why a work based on this file might be covered by the GNU General Public License.

Alternative licenses for eCos may be arranged by contacting Red Hat, Inc. at <http://sources.redhat.com/ecos/ecos-license/>

#####ECOSGPLCOPYRIGHTEND#####

gSOAP Public License

Version 1.3b

The gSOAP public license is derived from the Mozilla Public License (MPL1.1). The sections that were deleted from the original MPL1.1 text are 1.0.1, 2.1. (c), (d), 2.2. (c), (d), 8.2. (b), 10, and 11. Section 3.8 was added. The modified sections are 2.1. (b), 2.2. (b), 3.2 (simplified), 3.5 (deleted the last sentence), and 3.6 (simplified).

This license applies to the gSOAP software package, with the exception of the soapcpp2 and wsdl2h source code located in gsoap/src and gsoap/wsdl, all code generated by soapcpp2 and wsdl2h, the UDDI source code gsoap/uddi2, and the Web server sample source code samples/webserver. To use any of these software tools and components commercially, a commercial license is required and can be obtained from www.genivia.com.

1 DEFINITIONS.

1.0.1.

1.1. "Contributor"

means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version"

means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code"

means the Original Code, or Modifications or the combination of the Original Code, and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism"

means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable"

means Covered Code in any form other than Source Code.

1.6. "Initial Developer"

means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work"

means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License"

means this document.

1.8.1. "Licensable"

means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights

conveyed herein.

1.9. "Modifications"

means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A.

Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B.

Any new file that contains any part of the Original Code, or previous Modifications.

1.10. "Original Code"

means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims"

means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code"

means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your")

means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2 SOURCE CODE LICENSE.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a)

under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

(b)

under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell ("offer to sell and import") the Original Code, Modifications, or portions thereof, but solely to the extent that any such patent is reasonably necessary to enable You to utilize, alone or in combination with other software, the Original Code, Modifications, or any combination or portions thereof.

(c)

(d)

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

(a)

under intellectual property rights (other than patent or trademark) Licensable

by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

(b)

under patents now or hereafter owned or controlled by Contributor, to make, have made, use and sell ("offer to sell and import") the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to utilize, alone or in combination with other software, the Contributor Version (or portions thereof).

(c)

(d)

3 DISTRIBUTION OBLIGATIONS.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification created by You will be provided to the Initial Developer in Source Code form and are subject to the terms of the License.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters.

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. If you distribute executable versions containing Covered Code as part of a product, you must reproduce the notice in Exhibit B in the documentation and/or other materials provided with the product.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

3.8. Restrictions.

You may not remove any product identification, copyright, proprietary notices or labels from gSOAP.

4 INABILITY TO COMPLY DUE TO STATUTE OR REGULATION.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5 APPLICATION OF THIS LICENSE.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6 VERSIONS OF THE LICENSE.

6.1. New Versions.

Grantor may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrase "gSOAP" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the gSOAP Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7 DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM, OR COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" AND THAT THE AUTHORS DO NOT WARRANT THE SOFTWARE WILL RUN UNINTERRUPTED OR ERROR FREE. LIMITED LIABILITY THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. UNDER NO CIRCUMSTANCES WILL THE AUTHORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE, EVEN IF THE AUTHORS HAVE BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS. IN NO EVENT WILL THE AUTHORS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES. YOU ACKNOWLEDGE THAT THIS SOFTWARE IS NOT DESIGNED FOR USE IN ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE-CRITICAL APPLICATIONS. THE AUTHORS EXPRESSLY DISCLAIM ANY LIABILITY RESULTING FROM USE OF THE SOFTWARE IN ANY SUCH ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SOFTWARE IN ANY SUCH ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS BY YOU. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "LIFE-CRITICAL APPLICATION" MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SOFTWARE MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8 TERMINATION.

8.1.

This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2.

8.3.

If You assert a patent infringement claim against Participant alleging that

such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4.

In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9 LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10 U. S. GOVERNMENT END USERS.

11 MISCELLANEOUS.

12 RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.
EXHIBIT A.

"The contents of this file are subject to the gSOAP Public License Version 1.3 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.cs.fsu.edu/engelen/soaplicense.html>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License. The Original Code of the gSOAP Software is: stdsoap.h, stdsoap2.h, stdsoap.c, stdsoap2.c, stdsoap.cpp, stdsoap2.cpp, soapcpp2.h, soapcpp2.c, soapcpp2_lex.l, soapcpp2_yacc.y, error2.h, error2.c, symbol2.c, init2.c, soapdoc2.html, and soapdoc2.pdf, httpget.h, httpget.c, stl.h, stldeque.h, stllist.h, stlvector.h, stlset.h.

The Initial Developer of the Original Code is Robert A. van Engelen. Portions created by Robert A. van Engelen are Copyright (C) 2001-2004 Robert A. van Engelen, Genivia inc. All Rights Reserved.

Contributor(s):

[Note: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

EXHIBIT B.

"Part of the software embedded in this product is gSOAP software. Portions created by gSOAP are Copyright (C) 2001-2009 Robert A. van Engelen,

Genivia inc. All Rights Reserved.
THE SOFTWARE IN THIS PRODUCT WAS IN PART PROVIDED BY GENIVIA INC AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE."

gSOAP Public License

Version 1.3b

The gSOAP public license is derived from the Mozilla Public License (MPL1.1). The sections that were deleted from the original MPL1.1 text are 1.0.1, 2.1. (c), (d), 2.2. (c), (d), 8.2. (b), 10, and 11. Section 3.8 was added. The modified sections are 2.1. (b), 2.2. (b), 3.2 (simplified), 3.5 (deleted the last sentence), and 3.6 (simplified).

This license applies to the gSOAP software package, with the exception of the soapcpp2 and wsdl2h source code located in gsoap/src and gsoap/wsdl, all code generated by soapcpp2 and wsdl2h, the UDDI source code gsoap/uddi2, and the Web server sample source code samples/webserver. To use any of these software tools and components commercially, a commercial license is required and can be obtained from www.genivia.com.

1 DEFINITIONS.

1.0.1.

1.1. "Contributor"

means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version"

means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code"

means the Original Code, or Modifications or the combination of the Original Code, and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism"

means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable"

means Covered Code in any form other than Source Code.

1.6. "Initial Developer"

means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work"

means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License"

means this document.

1.8.1. "Licensable"

means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.9. "Modifications"

means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A.

Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B.

Any new file that contains any part of the Original Code, or previous Modifications.

1.10. "Original Code"

means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims"

means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code"

means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your")

means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2 SOURCE CODE LICENSE.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a)
under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

(b)
under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell ("offer to sell and import") the Original Code, Modifications, or portions thereof, but solely to the extent that any such patent is reasonably necessary to enable You to utilize, alone or in combination with other software, the Original Code, Modifications, or any combination or portions thereof.

(c)

(d)

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

(a)
under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

(b)
under patents now or hereafter owned or controlled by Contributor, to make, have made, use and sell ("offer to sell and import") the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to utilize, alone or in combination with other software, the Contributor Version (or portions thereof).

(c)

(d)

3 DISTRIBUTION OBLIGATIONS.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification created by You will be provided to the Initial Developer in Source Code form and are subject to the terms of the License.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters.

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1–3.5 have been met for that Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. If you distribute executable versions containing Covered Code as part of a product, you must reproduce the notice in Exhibit B in the documentation and/or other materials provided with the product.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

3.8. Restrictions.

You may not remove any product identification, copyright, proprietary notices or labels from gSOAP.

4 INABILITY TO COMPLY DUE TO STATUTE OR REGULATION.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5 APPLICATION OF THIS LICENSE.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6 VERSIONS OF THE LICENSE.

6.1. New Versions.

Grantor may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrase "gSOAP" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the gSOAP Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7 DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM, OR COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" AND THAT THE AUTHORS DO NOT WARRANT THE SOFTWARE WILL RUN UNINTERRUPTED OR ERROR FREE. LIMITED LIABILITY THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. UNDER NO CIRCUMSTANCES WILL THE AUTHORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE, EVEN IF THE AUTHORS HAVE BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS. IN NO EVENT WILL THE AUTHORS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES. YOU ACKNOWLEDGE THAT THIS SOFTWARE IS NOT DESIGNED FOR USE IN ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE-CRITICAL APPLICATIONS. THE AUTHORS EXPRESSLY DISCLAIM ANY LIABILITY RESULTING FROM USE OF THE SOFTWARE IN ANY SUCH ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SOFTWARE IN ANY SUCH ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS BY YOU. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "LIFE-CRITICAL APPLICATION" MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SOFTWARE MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8 TERMINATION.

8.1.

This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2.

8.3.

If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4.

In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9 LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10 U. S. GOVERNMENT END USERS.

11 MISCELLANEOUS.

12 RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.
EXHIBIT A.

"The contents of this file are subject to the gSOAP Public License Version 1.3 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.cs.fsu.edu/~engelen/soaplicense.html>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code of the gSOAP Software is: stdsoap.h, stdsoap2.h, stdsoap.c, stdsoap2.c, stdsoap.cpp, stdsoap2.cpp, soapcpp2.h, soapcpp2.c, soapcpp2_lex.l, soapcpp2_yacc.y, error2.h, error2.c, symbol2.c, init2.c, soapdoc2.html, and soapdoc2.pdf, httpget.h, httpget.c, stl.h, stldeque.h, stllist.h, stlvector.h, stlset.h.

The Initial Developer of the Original Code is Robert A. van Engelen. Portions created by Robert A. van Engelen are Copyright (C) 2001-2004 Robert A. van Engelen, Genivia inc. All Rights Reserved.

Contributor(s):

[Note: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]
EXHIBIT B.

"Part of the software embedded in this product is gSOAP software.

Portions created by gSOAP are Copyright (C) 2001-2009 Robert A. van Engelen, Genivia inc. All Rights Reserved.

THE SOFTWARE IN THIS PRODUCT WAS IN PART PROVIDED BY GENIVIA INC AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE."

Copyright (c) 2011, 2012, 2013, 2014, 2015, 2016, 2017
pkgconf authors (see AUTHORS file in source directory).

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

This software is provided 'as is' and without any warranty, express or implied. In no event shall the authors be liable for any damages arising from the use of this software.

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 252.227-7014 (b) (3) 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.

UNFS3 user-space NFSv3 server

(C) 2003, Pascal Schmidt <unfs3-server@ewetel.net>

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR ``AS IS'' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

VIM LICENSE

- 1) There are no restrictions on distributing unmodified copies of Vim except that they must include this license text. You can also distribute unmodified parts of Vim, likewise unrestricted except that they must include this license text. You are also allowed to include executables that you made from the unmodified Vim sources, plus your own usage

examples and Vim scripts.

- II) It is allowed to distribute a modified (or extended) version of Vim, including executables and/or source code, when the following four conditions are met:
- 1) This license text must be included unmodified.
 - 2) The modified Vim must be distributed in one of the following five ways:
 - a) If you make changes to Vim yourself, you must clearly describe in the distribution how to contact you. When the maintainer asks you (in any way) for a copy of the modified Vim you distributed, you must make your changes, including source code, available to the maintainer without fee. The maintainer reserves the right to include your changes in the official version of Vim. What the maintainer will do with your changes and under what license they will be distributed is negotiable. If there has been no negotiation then this license, or a later version, also applies to your changes. The current maintainer is Bram Moolenaar <Bram@vim.org>. If this changes it will be announced in appropriate places (most likely vim.sf.net, www.vim.org and/or comp.editors). When it is completely impossible to contact the maintainer, the obligation to send him your changes ceases. Once the maintainer has confirmed that he has received your changes they will not have to be sent again.
 - b) If you have received a modified Vim that was distributed as mentioned under a) you are allowed to further distribute it unmodified, as mentioned at I). If you make additional changes the text under a) applies to those changes.
 - c) Provide all the changes, including source code, with every copy of the modified Vim you distribute. This may be done in the form of a context diff. You can choose what license to use for new code you add. The changes and their license must not restrict others from making their own changes to the official version of Vim.
 - d) When you have a modified Vim which includes changes as mentioned under c), you can distribute it without the source code for the changes if the following three conditions are met:
 - The license that applies to the changes permits you to distribute the changes to the Vim maintainer without fee or restriction, and permits the Vim maintainer to include the changes in the official version of Vim without fee or restriction.
 - You keep the changes for at least three years after last distributing the corresponding modified Vim. When the maintainer or someone who you distributed the modified Vim to asks you (in any way) for the changes within this period, you must make them available to him.
 - You clearly describe in the distribution how to contact you. This contact information must remain valid for at least three years after last distributing the corresponding modified Vim, or as long as possible.
 - e) When the GNU General Public License (GPL) applies to the changes, you can distribute the modified Vim under the GNU GPL version 2 or any later version.
 - 3) A message must be added, at least in the output of the ":version" command and in the intro screen, such that the user of the modified Vim is able to see that it was modified. When distributing as mentioned under 2)e) adding the message is only required for as far as this does not conflict with the license used for the changes.
 - 4) The contact information as required under 2)a) and 2)d) must not be removed or changed, except that the person himself can make corrections.
- III) If you distribute a modified version of Vim, you are encouraged to use the Vim license for your changes and make them available to the maintainer, including the source code. The preferred way to do this is by e-mail or by uploading the files to a server and e-mailing the URL. If the number of changes is small (e.g., a modified Makefile) e-mailing a

context diff will do. The e-mail address to be used is
<maintainer@vim.org>

- IV) It is not allowed to remove this license from the distribution of the Vim sources, parts of it or from a modified version. You may use this license for previous Vim releases instead of the license that they came with, at your option.

===

Read more about this license at
<http://vimdoc.sourceforge.net/html/doc/uganda.html#license>