# OpenStage 15/20E/20/40 (HFA) V2 R1

Copyright Unify GmbH & Co. KG 2013.

The program OpenStage 15/20E/20/40 (HFA) V2 R1 is the property of Unify GmbH & Co. KG (Unify) and protected by national and international copyrights.

### **IMPORTANT** - please read carefully:

Read the terms and conditions of this end user license agreement/ end user license terms carefully. You obtain no rights other than those granted to You under this agreement. You will be asked to agree or disagree to these license terms.

If You do not agree, the software will not be installed.

# END USER LICENSE TERMS OpenStage 15/20E/20/40 (HFA) V2 R1

#### I LICENSING OF SOFTWARE

- I.1 The Software is not sold, but licensed to You in machine-readable form only. You are only authorized to use the Software if you have concluded a separate Software-Licensing-Contract ("Contract") with Unify, a Unify Local Company or an authorized dealer.
- I.2 A claim to be handed the source code is excluded.
- I.3 Unify and/or its licensors retain all rights and title to the intellectual property of the licensed Software including, but not limited to, all ideas. designs, concepts, object and source code, and functionalities pertaining thereto. The Software is protected by both copyright laws as well as international copyright treaties as well as by other laws and agreements that cover intellectual ownership. Usage of the Software is only permitted under these End User License Terms.
- I.4 If freeware and/or Open Source Software (OSS) is embedded or used together with this software and if this freeware and/or OSS is delivered with the Unify software, You will find the necessary information about the used freeware and/or OSS including the respective freeware/OSS-License Terms in the file licenses\_addon.pdf.

#### **II DEFINITIONS**

- II.1 Software includes the entire contents of the files and data media supplied with this "Contract". These include, among other things computer information and programs from Unify or third parties in object code and associated written explanatory material (documentation).
- II.2 In addition, the term Software includes Updates, Upgrades, modified versions, supplements and copies of the Software licensed to You.
- II.3 An Update is Software with the focus on bug fixing and if necessary, minor, functional supplements (e.g. additional drivers).
- II.4 An Upgrade is a new version / functional expansion, if necessary with bug fixes for old versions, the licensing of which requires a valid license for a defined prior release.
- II.5 Client Access License or CAL shall mean a software license for authorizing a Client to use the corresponding Server Software.
- II.6 A Client employs the services of a server within a network. Depending on the type of functionalities which the Server Software provides, Clients may be, for example, users, agents,

equipment, identities or communication channels, etc. The type of Clients and number of CALs are agreed to in the Contract.

II.7 A Single User Software is a program for installation on a single computer which is not a Server, such as a desktop personal computer, notebook, etc.

II.8 A Server Software is a program which is installed on a Server (host) and which Clients access to use the functionalities of the software product.

II.9 A Server is a physical hardware system capable of running Server Software. A hardware partition or a blade is considered to be a separate hardware system.

### **III RIGHTS OF USE**

III.1 In return for payment as agreed to in the Contract, Unify grants You a non-exclusive, non-transferable, worldwide and limited right to use the software product for internal purposes. The right to use is limited to the agreed period of time, in the absence of such an agreement, the right to use shall be unlimited in time.

III.2 For Single User Software, You may install one copy of the respective software product on a single computer. In addition, You may install a copy of the respective Software on a file server in your own internal network solely to facilitate its distribution to other computers in your internal network up to an agreed number and to install it on them, provided that the specific software product supports such an installation routine. Any other use of Single User Software in a network is prohibited.

III.3 For Server Software, You may install a copy of the respective software product on a single Server, provided that the maximum permissible number of processors per server is not exceeded when using multi-processor servers.

III.4 A Client Access License for the corresponding Server Software is required for every Client that accesses the Server.

III.5 You may not decompile or disassemble the Software, remove any program parts, undertake reverse engineering or otherwise try to derive the source code, except as provided by mandatory law and except to the extent that Unify is legally required to permit such specific activity pursuant to any applicable open source license

III.6 You shall for an unlimited time period keep the Software including copies and documentation confidential. This obligation also applies to the Software in revised, expanded or altered versions.

III.7 You may not lease, lend, sell, sublicense the rights to the Software, transfer, give or assign it to third parties for use, copy the Software or permit copying of the Software either in part or whole, except in the cases expressly permitted here.

III.8 You shall not make the Software accessible to third parties without prior written consent from Unify. Insofar as Unify, at its sole discretion, consents to passing on, this is on condition that

- the third party agrees in writing to the obligations under Clauses I III, and You transfer the serial number(s), Software and other Software or hardware supplied or packed with the Software or preinstalled on it, including all copies, Updates and earlier versions to this natural person or legal entity,
- You do not retain any copies, including backups and other copies stored on a computer, and the recipient accepts the provisions of this contract and other provisions in accordance with which You have legally acquired the Software license,
- You notify Unify of the name and address of the recipient of the Software, so that Unify can

prepare new activations codes on recipient's request.

III.9 You may backup data in accordance with the standards of technology and make the necessary backup copies of the Software.

III.10 You shall not remove alphanumeric identification characters, trademarks and copyright notices. With regard to authorized copying, You shall copy it unaltered, give all the copies a consecutive number from which all the Software serial numbers are also to be inferred and record the whereabouts of all copies which Unify may examine on request. Mandatory copyright provisions shall be unaffected.

III.11 Every supplementary program code (e.g. patch) which is made available to You as part of a service or under warranty shall be subject to the conditions of these End User License Terms, unless otherwise agreed to individually.

III.12 Upon delivery and installation of Upgrade or migration versions of Software, You shall have no further rights with regard to the replaced version. Existing copies shall either be destroyed by You with evidence provided or returned to Unify.

III.13 Provided that the Software requires activation, You shall activate the Software within 30 days of its initial installation, only then is the installation complete. The necessary information for this must be entered by You in the manner described in the installation sequence of the Software. After alterations have been made to the hardware, it may be necessary to reactivate the Software. If activation does not take place within 30 days of initial installation, the Software may be disabled for further use upon expiry of this deadline. By entering a valid activation code which can be requested from Unify at any time upon proof of authorization, however, You have the option of activating the Software again.

#### IV LIMITED WARRANTY / LIABILITY OF UNIFY

IV.1 Unify makes no guarantee that the software functions satisfy Your demands, that software products interoperate as selected by You, that these will operate without interruption and without faults or that all software errors can be rectified.

IV.2 Warranty Claims and/or any other claims regardless of the legal ground, against Unify, a Unify Local Company, its vicarious agents or subcontractors are excluded. You are entitled only to those claims, which are agreed to in Your separate Software-Licensing-Contract (see above I.1) with Unify, a Unify Local Company or an authorized Dealer.

#### **V DATA PROTECTION**

Where personal data will be stored or otherwise processed, Unify will take note of directions from You and take the necessary technical and organizational action to secure the data against misuse. These obligations remain in force even after the contract has ended.

### VI EXPORT APPROVALS, GOVERNING LAW, PLACE OF JURISDICTION, LANGUAGE

VI.1 The export of the software and documents can – as a result of their nature or their intended purpose for example – be subject to approval.

VI.2 You shall comply absolutely with the export rules, relevant for products, of the EU or the EU-member states as well as the USA.

VI.3 These End User License Terms are governed by German substantive law without reference to its conflicts of laws provisions. The United Nations Convention on Contracts for the International

Sale of Goods (CISG) of April 11, 1980, shall not apply. The place of jurisdiction shall be Munich, Germany.

VI.4 If there are any discrepancies between this translation of the End User License Terms and the German original version, the German version shall apply.

# OpenStage 15/20E/20/40 (HFA) V2 R1

Copyright Unify GmbH & Co. KG 2013. Alle Rechte vorbehalten.

Das Programm OpenStage 15/20E/20/40 (HFA) V2 R1 ist Eigentum der Unify GmbH & Co. KG (Unify) und weltweit urheberrechtlich geschützt.

## WICHTIG - bitte sorgfältig lesen:

Lesen Sie die in diesem Endbenutzer-Lizenzvertrag /diesen Endbenutzer Lizenzbedingungen beschriebenen Rechte und Einschränkungen sorgfältig durch. Sie werden gebeten, die Bestimmungen dieses Lizenzvertrages zu prüfen und ihnen zuzustimmen oder sie abzulehnen. Diese Software wird auf Ihrem Computer nur installiert, wenn Sie den Bestimmungen dieses Lizenzvertrages zustimmen.

# ENDNUTZER - LIZENZBEDINGUNGEN OpenStage 15/20E/20/40 (HFA) V2 R1

## **I SOFTWAREÜBERLASSUNG**

I.1 Die Software wird nicht verkauft, sondern Ihnen lediglich in maschinenlesbarer Form zur Nutzung überlassen (Lizenz). Sie sind nur zur Nutzung der Software berechtigt, wenn Sie einen gesonderten Softwareüberlassungsvertrag ("Vertrag") mit Unify, einer Unify Landesgesellschaft (im Folgenden gemeinschaftlich Unify genannt) oder einem von Unify autorisierten Dritten abgeschlossen haben.

1.2 Ein Anspruch auf Herausgabe des Quellcodes ist ausgeschlossen.

I.3 Die Rechte am geistigen Eigentum der Software, hierzu zählen auch Ideen, Design, Konzepte Object Code und Quellcode, sowie diesbezügliche Funktionalitäten, stehen ausschließlich Unify und Ihren Lizenzgebern zu. Die Software ist sowohl durch Urheberrechtsgesetze als auch internationale Urheberrechtsverträge sowie durch andere Gesetze und Vereinbarungen über geistiges Eigentum geschützt. Die Verwendung der Software ist nur im Rahmen dieser Lizenzbestimmungen erlaubt.

I.4 Sofern in Verbindung mit dieser Software auch Freeware und/oder Open Source Software zur Anwendung kommt (z.B. in Form von Embedded Software), die von Unify mitgeliefert wird, finden Sie Informationen über die verwendete Freeware und/oder Open Source Software sowie deren Lizenzbestimmungen in der Datei licenses\_addon.pdf.

#### **II DEFINITIONEN**

II.1 Software umfasst den gesamten Inhalt der Dateien sowie Datenträger, die mit diesem Softwareprodukt geliefert werden. Dazu gehören unter anderem Computerinformationen und -programme von Unify oder Dritten im Object Code, dazugehöriges schriftliches Erläuterungsmaterial (Dokumentation).

II.2 Der Begriff Software umfasst weiterhin alle Updates, Upgrades, modifizierte Versionen, Ergänzungen sowie Kopien der von Ihnen durch Unify lizenzierten Software.

II.3 Ein Update ist die Aktualisierung einer bestehenden Version mit Fokus auf Fehlerbereinigung

und gegebenenfalls unwesentliche funktionale Ergänzungen (z.B. zusätzliche Treiber).

II.4 Ein Upgrade ist eine neue Version / funktionale Erweiterung gegebenenfalls mit Fehlerbereinigung für alte Versionen, deren Lizenzierung eine gültige Lizenz einer definierten Vorgängerversion voraussetzt.

II.5 Client-Access-License oder CAL bezeichnet eine Lizenz, die einen Client zur Nutzung der korrespondierenden Server Software berechtigt.

II.6 Ein Client greift in einem Netzwerk auf einen Server zu. Je nach Art der Funktionalitäten, die die Server-Software bereitstellt, können Clients hierbei beispielsweise Benutzer, Agenten, Geräte, Identitäten oder Kommunikationskanäle etc. sein. Art und Anzahl der nutzungsberechtigten Clients sind im Vertrag vereinbart.

II.7 Einzelplatz-Software ist ein Programm, das zur Installation auf einem einzelnen Rechner, der kein Server ist, wie beispielsweise ein PC, Notebook etc, bestimmt ist.

II.8 Server-Software ist ein Programm, das auf einem Server-Computer (Host) installiert wird und auf die Clients zugreifen, um die Funktionalitäten der Software in Anspruch zu nehmen.

II.9 Ein Server ist ein technisches Hardware System, das in der Lage ist, Server Software auszuführen. Eine einzelne Partition oder ein Blade gilt in diesem Zusammenhang als separates Hardware System.

#### III NUTZUNGSRECHTE

III.1 Im Gegenzug für die im Vertrag vereinbarte Vergütung steht Ihnen das nicht ausschließliche, nicht- übertragbare, weltweit gültige Recht zu, die Ihnen überlassene Software für eigene Zwecke zu nutzen. Das Nutzungsrecht ist auf den im Vertrag vereinbarten Zeitraum beschränkt, in Ermangelung einer solchen Vereinbarung ist das Nutzungsrecht zeitlich unbefristet.

III.2 Für Einzelplatz-Software dürfen Sie eine Kopie des Softwareproduktes auf einen einzigen Computer installieren. Zusätzlich dürfen Sie eine Kopie des Softwareproduktes auf einem Dateiserver innerhalb Ihres internen Netzwerkes installieren, um die Software auf andere Computer Ihres internen Netzwerks bis zur vereinbarten Anzahl herunterzuladen und auf ihnen installieren zu können, sofern die Einzelplatz-Software eine derartige Installationsroutine ermöglicht. Jede andere Verwendung der Einzelplatz-Software in einem Netzwerk ist unzulässig.

III.3 Für Server-Software, dürfen Sie eine Kopie der Software auf einen einzigen Server installieren, sofern bei Verwendung von Multi-Prozessor-Servern die im Vertrag vereinbarte maximale Anzahl an Prozessoren je Server nicht überschritten wird.

III.4 Für jeden Client, der auf einen Server zugreift, ist eine Client-Access-License für die entsprechende Server-Software zu erwerben.

III.5 Sie dürfen die Software weder dekompilieren noch disassemblieren, keine Programmteile herauslösen, Reverse Engineering vornehmen oder anderweitig versuchen den Quellcode abzuleiten; ausgenommen in dem Maße, in dem Sie gemäß zwingendem Recht Reverse Engineering oder eine Dekompilierung vornehmen dürfen, weil Sie die Software dekompilieren müssen, um ihre volle Funktionsfähigkeit oder Interoperabilität mit anderen Computerprogrammen zu erreichen oder weil die Lizenzbedingungen von enthaltener/mitgelieferter Open Source Software Unify verpflichten, Ihnen diese Rechte für die jeweils betroffene Open Source Software einzuräumen.

III.6 Sie werden zeitlich unbegrenzt dafür sorgen, dass die Software einschließlich der Vervielfältigungen und Dokumentationen auch in bearbeiteten, erweiterten oder geänderten

Fassungen ohne vorherige schriftliche Zustimmung von Unify Dritten nicht bekannt werden.

III.7 Sie dürfen weder die Software selbst noch die Rechte an der Software vermieten, verleihen, verkaufen, unterlizenzieren, Dritten zur Nutzung überlassen, abtreten oder übertragen, noch die Software kopieren oder das Kopieren der Software weder in Teilen noch als Ganzes genehmigen, ausgenommen in den hier ausdrücklich erlaubten Fällen.

III.8 Sie werden die Software ohne vorherige schriftliche Zustimmung von Unify Dritten nicht zugänglich machen. Ein Anspruch auf Erteilung der Zustimmung zur Weitergabe der Software an Dritte besteht nicht. Soweit Unify der Weitergabe zustimmt, steht diese unter der Bedingung, dass - Sie dem Dritten die Einhaltung der Ziffern I – III auferlegen und die Seriennummer(n), die

- Software und sonstige Software oder Hardware, die mit der Software geliefert, verpackt oder auf dieser vorinstalliert ist, einschließlich aller Kopien, Updates und früherer Versionen an diese natürliche oder juristische Person übertragen,
- Sie keine Kopien, einschließlich Sicherungskopien und sonstiger Kopien, die auf einem Computer gespeichert sind, zurückbehalten und
- der Empfänger diese Lizenzbestimmungen sowie sonstige Bestimmungen akzeptiert, nach denen Sie die Softwarelizenz legal erworben hat,
- Sie Unify Namen und Anschrift des Empfängers mitteilen, damit Unify dem Empfänger auf Anfrage einen neuen Aktivierungs-Code erstellen kann.

III.9 Sie dürfen Datensicherung nach den Regeln der Technik betreiben und hierfür die notwendigen Sicherungskopien der Software erstellen.

III.10 Sie werden alphanumerische Kennungen, Markenzeichen und Urheberrechtsvermerke nicht entfernen. Bei erlaubter Vervielfältigung werden Sie sie unverändert mitvervielfältigten, alle Kopien mit einer fortlaufenden Nummer versehen, aus der auch die Softwareseriennummern zu entnehmen sind und über den Verbleib aller Kopien Aufzeichnungen führen, die Unify auf Wunsch einsehen kann.

Zwingende urheberrechtliche Bestimmungen bleiben unberührt.

III.11 Jeder ergänzende Programmcode (z. B. Patch), der Ihnen im Rahmen einer Serviceleistung oder Nacherfüllung zur Verfügung gestellt wird, wird als Bestandteil der jeweils überlassenen Software betrachtet und unterliegt diesen Lizenzbedingungen, sofern im Einzelfalle nichts Abweichendes vereinbart wurde

III.12 Mit Lieferung und Installation von Upgrade- oder Migrationsversionen einer Software erlöschen die Nutzungsrechte an den ersetzten Versionen. Vorhandene Kopien sind von Ihnen entweder gegen Nachweis zu vernichten oder an Unify zurückzugeben.

III.13 Sofern die Software eine Aktivierung verlangt, müssen Sie die Software innerhalb von 30 Tagen nach deren erstmaliger Installation aktivieren, erst dann ist die Installation abgeschlossen. Hierfür sind die erforderlichen Informationen in der Art einzutragen, wie dies in der Installationssequenz der Software beschrieben ist. Nach Änderungen an der Hardware kann es erforderlich sein, die Software erneut zu aktivieren.

Erfolgt die Aktivierung nicht innerhalb von 30 Tagen nach erstmaliger Installation, kann die Software nach Ablauf dieser Frist für eine weitere Verwendung gesperrt werden. Durch Eingabe eines gültigen Aktivierungscodes, der jederzeit bei Unify gegen Nachweis der Berechtigung angefordert werden kann, haben Sie jedoch die Möglichkeit, die Software wieder freizuschalten.

# IV GEWÄHRLEISTUNG / HAFTUNG VON UNIFY

IV.1 Unify übernimmt keine Gewähr dafür, dass die Softwarefunktionen Ihren Anforderungen genügen, dass Softwareprodukte in der Ihnen getroffenen Auswahl zusammenarbeiten, dass diese

ununterbrochen und fehlerfrei laufen oder dass alle Softwarefehler beseitigt werden können.

IV.2 Gewährleistungsansprüche als auch sonstige Haftungs- und/oder Aufwendungsersatzansprüchen gegenüber Unify stehen Ihnen nur in dem Maße zu, wie sie in einem zwischen Ihnen und Unify abgeschlossenen Software-Überlassungsvertrages vereinbart sind. Sonstige Ansprüche, gleich aus welchem Rechtsgrund, gegenüber Unify sind ausgeschlossen.

#### **V DATENSCHUTZ**

Soweit personenbezogene Daten gespeichert oder sonst verarbeitet werden, wird Unify Weisungen von Ihnen beachten und die erforderlichen technischen und organisatorischen Maßnahmen zur Sicherung der Daten gegen Missbrauch treffen. Diese Pflichten bleiben auch nach Beendigung des Vertrages bestehen.

## VI AUSFUHRGENEHMIGUNGEN, GELTENDES RECHT, GERICHTSSTAND

VI.1 Die Ausfuhr der Software und Unterlagen kann - z.B. aufgrund ihrer Art oder ihres Verwendungszweckes - der Genehmigungspflicht unterliegen.

VI.2 Sie verpflichten sich, bei eigenen Ausfuhren die für die Software einschlägigen Ausfuhrvorschriften der EU bzw. der EU-Mitgliedsstaaten sowie der USA unbedingt zu beachten.

VI.3 Soweit nichts anderes vereinbart ist, gilt deutsches materielles Recht unter Ausschluss des Übereinkommens der Vereinten Nationen über Verträge über den internationalen Warenkauf (CISG). Gerichtsstand ist München.

# End User License Terms for OpenStage 15/20E/20/40 (HFA) V2 R1

OpenStage 15/20E/20/40 (HFA) V2 R1 is a property of Unify GmbH & Co. KG (hereinafter referred to as "Unify").

OpenStage 15/20E/20/40 (HFA) V2 R1 is protected by the German copyright law, international copyrights, international treaties and all other laws applicable.

This product is based (besides others) on

A) proprietary Software Components from

• Radvision

and on

B) Open Source Software

In addition to the end user license terms of Unify the license terms of these companies apply and need to be fulfilled as well.

# A) End User License Agreement(s) for proprietary Software Components

#### Radvision

http://www.radvision.com/

license for H323-Stack 5.5.x

Portions of this software are © 1996-2011 RADVision Ltd. All IP rights in such portions of the software products and documentation are owned by RADVision and are protected by United States copyright laws, other applicable copyright laws and international treaty provisions. RADVision and its suppliers retain all rights not explicitly granted.

# B) Open Source Software used in the product

The product contains, among other things, Open Source Software, licensed under an Open Source Software License and developed by third parties. These Open Source Software files are protected by copyright. Your rights to use the Open Source Software beyond the mere execution of OpenStage 15/20E/20/40 (HFA) V2 R1, is governed by the relevant Open Source Software license conditions.

Your compliance with those license conditions will entitle you to use the Open Source Software as foreseen in the relevant license. In the event of conflicts between Unify license conditions and the Open Source Software license conditions, the Open Source Software conditions shall prevail with respect to the Open Source Software portions of the software. The Open Source Software is licensed royalty-free (i.e., no fees are charged for exercising the licensed rights, whereas fees may be charged for reimbursement of costs incurred by Unify).

A list of the Open Source Software programs contained in this product and the Open Source Software licenses are available below.

If programs contained in this product are licensed under a license, which requires to make the

source code available (e.g. GPL V2, LGPL 2.1, MPL, etc.), you have the following option(s) to get the corresponding source code:

- You can download the corresponding source code from the Internet by using this link: http://wiki.siemens-enterprise.com/wiki/Category:OpenStage Open Source Software
- You may request that a media with copies of the relevant material is sent to you by mail. To order, please contact Unify at <a href="mailto:open-source@unify.com">open-source@unify.com</a>. Please specify the name and version of the Unify product for which you wish to obtain the source code of the OSS portion, or other OSS material. Please also specify a shipping address. Unify will then send you a copy of the relevant material on physical media. Unify may require you to reimburse you for the cost of shipping and the cost of physically performing the source distribution. Unify may require you to pay such cost in advance. For any other payment method, please contact us at the address stated above.

### **Warranty regarding further use of the Open Source Software:**

Unify provides no warranty for the Open Source Software programs contained in this device, if such programs are used in any manner other than the program execution intended by Unify. The licenses listed below define the warranty, if any, from the authors or licensors of the Open Source Software. Unify specifically disclaims any warranties for defects caused by altering any Open Source Software program or the product's configuration. You have no warranty claims against Unify in the event that the Open Source Software infringes the intellectual property rights of a third party.

Technical support, if any, will only be provided for unmodified software.

# **Open Source Software Used**

Unify Product	Open Source Software Component	License
OpenStage 15/20E/20/40 (HFA) V2 R1	libusb 0.1.12	GNU Lesser General Public License V2.1
	uclibc 0.9.28	GNU Lesser General Public License V2.1
	Expat XML Parser 1.95.8	MIT License
	Linux Kernel 2.4.31	GNU General Public License, version 2
	Net-SNMP 5.2.1	Net-SNMP License
	BusyBox 1.00	GNU General Public License, version 2
	Gzip 1.2.4	GNU General Public License, version 2
	mtd-utils 1.0.1-1	GNU General Public License, version 2
	Linux Trace Toolkit (LTT) 0.9.5	GNU General Public License, version 2
	OpenLLDP 0.1	GNU General Public License, version 2
	MD5 Message-Digest Algorithm 1.91	RSA's MD5 disclaimer
	ntpclient 2007_365	GNU General Public License, version 2
	Sun JSR-250 Common Annotations for the JavaTM	COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.0

	Platform 1.0	
	Open1X (incl. XSupplicant) 1.2.8	New BSD License (3-clause)
	Mozilla Directory (LDAP) SDK v1998_10_15	Mozilla Public License Version 1.1
	Rootfs INCAIP 01.03.00	GNU General Public License, version 2
	libstdc++ 3.4.4	GPLv2 with runtime exception
	wpa_supplicant 0.7.3	wpa_supplicant 0.7.3 BSD with copyright notice
	Dropbear 0.53.1	Dropbear_0.53_MIT_modified
	OpenSSL 0.9.8w	OpenSSL license, SSLeay License

# **Open Source Software Licenses**

#### **GNU Lesser General Public License V2.1**

http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html

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.

#### **MIT License**

# http://www.opensource.org/licenses/mit-license.php

The 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.

## **GNU General Public License, version 2**

http://www.gnu.org/licenses/old-licenses/gpl-2.0.html

**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. GNU GENERAL PUBLIC LICENSE

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

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

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

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

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

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) You must cause the modified files to carry prominent notices stating that you changed the files

and the date of any change.

- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

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

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

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

- 4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

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

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

- 8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

version ever published by the Free Software Foundation.

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

### **NO WARRANTY**

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

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

**END OF TERMS AND CONDITIONS** 

## **Net-SNMP License**

http://net-snmp.sourceforge.net/about/license.html

#### License

Various copyrights apply to this package, listed in various separate parts below. Please make sure that you read all the parts. Up until 2001, the project was based at UC Davis, and the first part covers all code written during this time. From 2001 onwards, the project has been based at SourceForge, and Networks Associates Technology, Inc hold the copyright on behalf of the wider Net-SNMP community, covering all derivative work done since then. An additional copyright section has been added as Part 3 below also under a BSD license for the work contributed by Cambridge Broadband Ltd. to the project since 2001. An additional copyright section has been added as Part 4 below also under a BSD license for the work contributed by Sun Microsystems, Inc. to the project since 2003.

Code has been contributed to this project by many people over the years it has been in development, and a full list of contributors can be found in the README file under the THANKS section.

---- Part 1: CMU/UCD copyright notice: (BSD like) -----

Copyright 1989, 1991, 1992 by Carnegie Mellon University

Derivative Work - 1996, 1998-2000 Copyright 1996, 1998-2000 The Regents of the University of California

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 appears in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of CMU and The Regents of the University of California not be used in advertising or publicity pertaining to distribution of the software without specific written permission.

CMU AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA DISCLAIM ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL CMU OR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM THE 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.

---- Part 2: Networks Associates Technology, Inc copyright notice (BSD) ----- Copyright (c) 2001-2003, Networks Associates Technology, Inc All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- \* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- \* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- \* Neither the name of the Networks Associates Technology, 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 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.

---- Part 3: Cambridge Broadband Ltd. copyright notice (BSD) -----

Portions of this code are copyright (c) 2001-2003, Cambridge Broadband Ltd. 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 name of Cambridge Broadband Ltd. may not be used to endorse or promote products derived from this software without specific prior written permission.

  THIS SOFTWARE IS PROVIDED BY THE 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 THE 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.

---- Part 4: Sun Microsystems, Inc. copyright notice (BSD) -----

Copyright © 2003 Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A.

All rights reserved.

Use is subject to license terms below.

This distribution may include materials developed by third parties.

Sun, Sun Microsystems, the Sun logo and Solaris are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and other countries.

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 Sun Microsystems, 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 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.

---- Part 5: Sparta, Inc copyright notice (BSD) -----

Copyright (c) 2003-2006, Sparta, Inc All rights reserved.

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

- \* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- \* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- \* Neither the name of Sparta, 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 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.

---- Part 6: Cisco/BUPTNIC copyright notice (BSD) -----

Copyright (c) 2004, Cisco, Inc and Information Network Center of Beijing University of Posts and Telecommunications. 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 Cisco, Inc, Beijing University of Posts and Telecommunications, nor the names of their contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

---- Part 7: Fabasoft R&D Software GmbH & Co KG copyright notice (BSD) -----

Copyright (c) Fabasoft R&D Software GmbH & Co KG, 2003 oss@fabasoft.com Author: Bernhard Penz

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 name of Fabasoft R&D Software GmbH & Co KG or any of its subsidiaries, brand or product names may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE 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 THE 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.

#### **RSA's MD5 disclaimer**

http://userpages.umbc.edu/~mabzug1/cs/md5/md5.html

### RSA's MD5 disclaimer

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

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

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

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

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

## **COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.0**

http://www.opensource.org/licenses/cddl1.php

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, 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 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. \(\mathbb{z}\) 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.

### New BSD License (3-clause)

http://www.opensource.org/licenses/bsd-license.php

#### The BSD License

The following is a BSD license template. To generate your own license, change the values of OWNER, ORGANIZATION and YEAR from their original values as given here, and substitute your own. Also, you may optionally omit clause 3 and still be OSD conformant.

Note: On January 9th, 2008 the OSI Board approved the "Simplified BSD License" variant used by <a href="FreeBSD">FreeBSD</a> and others, which omits the final "no-endorsement" clause and is thus roughly equivalent to the <a href="MIT License">MIT License</a>.

Historical Note: The advertising clause (#3 in the original 4-clause BSD License) appearing on BSD Unix files was officially <u>rescinded</u> by the Director of the Office of Technology Licensing of the

University of California on July 22nd, 1999. He states that [the previous] clause 3 is "hereby deleted in its entirety."

<OWNER> = Regents of the University of California

<ORGANIZATION> = University of California, Berkeley

<YEAR> = 1998

In the original BSD license, both occurrences of the phrase "COPYRIGHT HOLDERS AND CONTRIBUTORS" in the disclaimer read "REGENTS AND CONTRIBUTORS".

Here is the license template:

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:

- 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 <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 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.

### **Mozilla Public License Version 1.1**

http://www.mozilla.org/MPL/MPL-1.1.html

**MOZILLA PUBLIC LICENSE** 

Version 1.1

-----

- 1. Definitions.
- 1.0.1. "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.
- 1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.
- 1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.
- 1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.
- 1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

- 1.5. "Executable" means Covered Code in any form other than Source Code.
- 1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.
- 1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.
- 1.8. "License" means this document.
- 1.8.1. "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.
- 1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is: A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.
- B. Any new file that contains any part of the Original Code or previous Modifications.
- 1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.
- 1.10.1. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.
- 1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.
- 1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.
- 2. Source Code License.
- 2.1. The Initial Developer Grant. The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims: (a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and
- (b) under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).
- (c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.
- (d) Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.
- 2.2. Contributor Grant. Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license
- (a) under intellectual property rights (other than patent or trademark) Licensable by Contributor,

to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

- (b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).
- (c) the licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Code.
- (d) Notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.
- 3. Distribution Obligations.
- 3.1. Application of License. The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.
- 3.2. Availability of Source Code. Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.
- 3.3. Description of Modifications. You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.
- 3.4. Intellectual Property Matters (a) Third Party Claims. If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those

who received the Covered Code that new knowledge has been obtained.

- (b) Contributor APIs. If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.
- (c) Representations. Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.
- 3.5. Required Notices. You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.
- 3.6. Distribution of Executable Versions. You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.
- 3.7. Larger Works. You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

  4. Inability to Comply Due to Statute or Regulation.
- If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.
- 5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

- 6. Versions of the License.
- 6.1. New Versions. Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.
- 6.2. Effect of New Versions. Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.
- 6.3. Derivative Works. If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

#### 7. DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. 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 declatory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:
- (a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.
- (b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had

made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

### 9. LIMITATION OF LIABILITY.

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

#### 10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

#### 11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

#### 12. RESPONSIBILITY FOR CLAIMS.

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

#### 13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-

Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the NPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

EXHIBIT A -Mozilla Public License.

"The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at http://www.mozilla.org/MPL/

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is	
The Initial Developer of the Original Code is	Portions created by
are Copyright (C)	All Rights
Reserved.	
Contributor(s):	
Alternatively, the contents of this file may be used under the terms of the License"), in which case the provisions of [] License are applicable you wish to allow use of your version of this file only under the terms of to allow others to use your version of this file under the MPL, indicate you	instead of those above. If the [] License and not ur decision by deleting
the provisions above and replace them with the notice and other provision. License. If you do not delete the provisions above, a recipient may use younder either the MPL or the [] License."	ur version of this file
[NOTE: The text of this Exhibit A may differ slightly from the text of the notifiles of the Original Code. You should use the text of this Exhibit A rather of Original Code Source Code for Your Modifications.]	

## **GPLv2** with runtime exception

http://www.gnu.org/licenses/gpl-2.0

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. GNU GENERAL PUBLIC LICENSE

## TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself

is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

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

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

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

- 4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do

so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

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

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

- 8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.
- Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.
- 10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

**NO WARRANTY** 

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE

PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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

#### **RUNTIME EXCEPTION**

As special exception, you may use this file as part of a free software library without restriction. Specifically, if other files instantiate templates or use macros or inline functions from this file, or you compile this file and link it with other files to produce an executable, this file does not by itself cause the resulting executable to be covered by the GNU General Public License. This exception does not however invalidate any other reasons why the executable file might be covered by the GNU General Public License.

**END OF TERMS AND CONDITIONS** 

## wpa\_supplicant 0.7.3 BSD with copyright notice

http://no.url.but.included.in.SW.distribution

Copyright (c) 2003-2010, Jouni Malinen <j@w1.fi> 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 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(s) of the above-listed copyright holder(s) 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

## Dropbear\_0.53\_MIT\_modified

## http://no.url.but.included.in.SW.distribution

Dropbear contains a number of components from different sources, hence there are a few licenses and authors involved. All licenses are fairly non-restrictive.

The majority of code is written by Matt Johnston, under the license below.

Portions of the client-mode work are (c) 2004 Mihnea Stoenescu, under the same license:

Copyright (c) 2002-2008 Matt Johnston Portions

copyright (c) 2004 Mihnea Stoenescu

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 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.

=====

LibTomCrypt and LibTomMath are written by Tom St Denis, and are Public Domain.

=====

sshpty.c is taken from OpenSSH 3.5p1,

Copyright (c) 1995 Tatu Ylonen <ylo@cs.hut.fi>, Espoo, Finland

All rights reserved

"As far as I am concerned, the code I have written for this software can be used freely for any purpose. Any derived versions of this software must be clearly marked as such, and if the derived work is incompatible with the protocol description in the RFC file, it must be called by a name other than "ssh" or "Secure Shell". "

=====

loginrec.c loginrec.h atomicio.h atomicio.c and strlcat() (included in util.c) are from OpenSSH 3.6.1p2, and are licensed under the 2 point BSD license.

loginrec is written primarily by Andre Lucas, atomicio.c by Theo de Raadt.

strlcat() is (c) Todd C. Miller

=====

Import code in keyimport.c is modified from PuTTY's import.c, licensed as follows:

PuTTY is copyright 1997-2003 Simon Tatham.

Portions copyright Robert de Bath, Joris van Rantwijk, Delian Delchev, Andreas Schultz, Jeroen Massar, Wez Furlong, Nicolas Barry, Justin Bradford, and CORE SDI S.A.

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 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.

## **OpenSSL license**

## http://www.openssl.org/source/license.html

#### License

This is a copy of the current LICENSE file inside the CVS repository.

### 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) 1998-2007 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.]

### **SSLeay License**

http://www.openssl.org/source/license.html

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) 1998-2007 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 GOODSOR 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.]