

COREMEDIA CONTENT CLOUD

Utilized Open Source Software & 3rd Party Licenses



Copyright CoreMedia GmbH © 2024

CoreMedia GmbH

Altes Klöpperhaus, 5. OG

Rödingsmarkt 9

20459 Hamburg

International

All rights reserved. No part of this manual or the corresponding program may be reproduced or copied in any form (print, photocopy or other process) without the written permission of CoreMedia GmbH.

Germany

Alle Rechte vorbehalten. CoreMedia und weitere im Text erwähnte CoreMedia Produkte sowie die entsprechenden Logos sind Marken oder eingetragene Marken der CoreMedia GmbH in Deutschland. Alle anderen Namen von Produkten sind Marken der jeweiligen Firmen.

Das Handbuch bzw. Teile hiervon sowie die dazugehörigen Programme dürfen in keiner Weise (Druck, Fotokopie oder sonstige Verfahren) ohne schriftliche Genehmigung der CoreMedia GmbH reproduziert oder vervielfältigt werden. Unberührt hiervon bleiben die gesetzlich erlaubten Nutzungsarten nach dem UrhG.

Licenses and Trademarks

All trademarks acknowledged.

December 12, 2024 (Release 2406.1)

1. Introduction	1
2. Used Third-Party Software	2
3. BSD License	14
4. Apache Software License, Version 1.1	15
5. Apache License, Version 2.0	17
6. ASM License	21
7. Bouncy Castle License	22
8. Common Development And Distribution License 1.0	23
9. Common Development And Distribution License 1.1	29
10. Classpath Exception to the GPL Version 2	36
11. Creative Commons Attribution 2.5 Australia License	37
12. Creative Commons 1.0 Universal License	42
13. Cup Parser Generator License	44
14. DOM4J License	45
15. Eclipse Public License 1.0	46
16. Eclipse Public License 2.0	50
17. GNU Lesser General Public License, Version 2.1	55
18. GNU Lesser General Public License, Version 3	63
19. HTTP Unit License	66
20. Hypersonic SQL Group License	67
21. IBM Public License Version 1.0 - Bean Scripting Framework	69
22. ISC License	73
23. James Clark License	74
24. Janino BSD License	75
25. JBehave License	76
26. JSON License	77
27. libjpeg-turbo BSD License	85
28. Lucene Snowball BSD License	85
29. MIT License	86
30. Mozilla Public License 1.1	87
31. Spring Framework Notice	95
32. Shutterstock License	96
33. Sun License	102
34. W3C JTIty License	103
35. Microsoft Software License Terms	104

List of Tables

2.1. Third-party software and open source software used in CoreMedia products	2
2.2. Third-party software and open source software used in CoreMedia Products via NPM	8

List of Examples

3.1. ANTLR License	14
4.1. Apache Software License, Version 1.1	15
5.1. Apache License, Version 2.0	17
6.1. ASM License	21
7.1. Bouncy Castle License	22
8.1. Common Development and Distribution License	23
9.1. Common Development and Distribution License	29
10.1. Classpath Exception to the GPL Version 2	36
11.1. Creative Commons License	37
12.1. Creative Commons License	42
13.1. Cup Parser Generator License	44
14.1. DOM4J License	45
15.1. Eclipse Public License 1.0	46
16.1. Eclipse Public License 2.0	50
17.1. GNU Lesser General Public License, Version 2.1	55
18.1. GNU Lesser General Public License, Version 3	63
19.1. HTTP Unit License	66
20.1. Hypersonic SQL Group	67
21.1. IBM Public License Version 1.0 - Bean Scripting Framework	69
22.1. ISC License	73
23.1. James Clark License	74
24.1. Janino BSD License	75
25.1. JBehave License	76
26.1. JSON License	77
27.1. libjpeg-turbo BSD License	78
28.1. Lucene Snowball BSD License	85
29.1. MIT License	86
30.1. Mozilla Public License 1.1	87
31.1. Notice to the Spring Framework	95
32.1. Shutterstock License	96
33.1. Sun License	102
34.1. W3C JTIty License	103
35.1. Microsoft Software License Terms	104

1. Introduction

This document lists all licenses of third-party products that are used in CoreMedia products. If it is demanded by the licensor, you will find the text of the appropriate license printed in this manual.

2. Used Third-Party Software

The following table lists all open source software which is used in CoreMedia products. If required by the license, you will find a reproduction of its license in this document.

Product	Copyright by	Used licenses
Amazon Web Services SDK	Amazon	Amazon Software License
ANTLR v3	Terence Parr	BSD License
ASM	INRIA, France Telecom	ASM license
ASM	http://asm.objectweb.org	BSD
AspectJ	Xerox Corporation	Eclipse Public License - v 1.0
AssertJ Core	The AssertJ Core authors	Apache License 2.0
AssertJ Guava	The AssertJ Guava authors	Apache License 2.0
atinject	Google	Apache License 2.0
Bouncy Castle	The Legion Of The Bouncy Castle	Bouncy Castle License
bridge2java	IBM	IBM License Information document
cglib	https://github.com/cglib/cglib/	Apache License 2.0
caffeine	Caffeine	Apache License 2.0
Checker Framework checker-qual.jar	https://checkerframework.org	MIT License
Classmate	Classmate	Apache License 2.0

Used Third-Party Software |

Product	Copyright by	Used licenses
Cup Parser Generator	Scott Hudson, Frank Flannery, C. Scott Ananian	CUP Parser Generator License
Apache Ant, commons-cli, commons-codec, commons-collections, commons-dbc, commons-fileupload, commons-io, commons-lang3, commons-pool2, geronimo-annotation, httpcomponents-client, jakarta-taglibs, Lucene, poi, -Tomcat	The Apache Software Foundation	Apache Software License 1.1 and Apache License 2.0
Apache Solr, Tika	The Apache Software Foundation	Apache License 2.0
concurrent package	Doug Lea http://gee.cs.oswego.edu/dl/	Public Domain
core-js	Denis Pushkarev	MIT License
data-url	Rob Spoor	Apache License 2.0
SpotBugs	https://spotbugs.github.io/	GNU Library or Lesser General Public License (LGPL 2.1)
gdata-analytics	Google	Apache License 2.0
graphql-spring-boot-starter	Graphiql	MIT License
graphql-java	graphql-java	MIT License
graphql-java-dataloader	graphql-java-dataloader	Apache License 2.0
graphql-java-spring-webmvc	graphql-java-spring-webmvc	MIT License
Groovy	The Groovy community	Apache License 2.0
gRPC Java	Google, WeWork Companies Inc.	Apache License 2.0
Gson	Google	Apache License 2.0
Guava Libraries	Google	Apache License 2.0
Hamcrest	Google	New BSD License

Used Third-Party Software |

Product	Copyright by	Used licenses
HSQLDB	Hypersonic SQL Group	Hypersonic SQL Group License
httpunit	2000-2008, Russell Gold	HttpUnit License
imageio-ext-turbojpeg	GeoSolutions	Gnu Lesser General Public License, Version 3
Jakarta Activation	Jakarta Activation	Eclipse Public License 1.0
Jakarta Inject	Eclipse Jakarta Dependency Injection project	Apache License 2.0
Jakarta Mail	Jakarta Mail	Eclipse Public License 2.0
Jakarta Servlet	Eclipse Project for Servlet project	Eclipse Public License 2.0
java-image-scaling	Morten Nobel	Gnu Lesser General Public License, Version 3
Jackson Java Json-processor	FasterXML, LLC	Apache License (AL) 2.0, LGPL 2.1
Jangaroo	CoreMedia GmbH	Apache License 2.0
Janino Java compiler	Arno Unkrig	New BSD
Jansi	Hiram Chirino et al.	Apache License 2.0
JAXB2 Basics Runtime	Aleksei Valikov, Kohsuke Kawaguchi	BSD
Java Bean Calendar Control	John Margaglione	Gnu Lesser General Public License
Java Image Filters	Jerry Huxtable	Apache License 2.0
JavaMail	Oracle	Oracle Binary Code License Agreement for Java EE Technologies
JBehave	JBehave	JBehave License

Used Third-Party Software |

Product	Copyright by	Used licenses
JCommon	Object Refinery Limited and Contributors	Gnu Lesser General Public License
Jcrop	Kelly Hallmann and Deep Liquid Group	MIT License
JFreeChart	Object Refinery Limited and Contributors	Gnu Lesser General Public License
Jersey	http://jersey.java.net/	CDDL 1.1
Jetty	Janet Campbell, Copyright Agent	Apache License 2.0 and Eclipse Public License 1.0
JLine	Marc Prud'hommeaux et al.	BSD
JHLabs Image Processing Filters	http://www.jhlabs.com/ip/index.html	Apache License 2.0
jQuery	jQuery Foundation and other contributors	MIT License
jQuery Json View	Anton Bazhenov	MIT License
Json-lib	Douglas Crockford	Apache Software License 2.0
Json	JSON.org	The JSON License
jsr311-api		Common Development and Distribution License
jstl-impl	GlassFish	Common Development and Distribution License (CDDL) version 1.0
jslt	Schibsted Media Group	Apache Software License 2.0
JTidy	World Wide Web Consortium	W3C JTidy License
JUnit	http://junit.sourceforge.net/	Common Public License - v 1.0
KefirBB	Vitaliy Samolovskih	GNU Library or Lesser General Public License (LGPL)

Used Third-Party Software |

Product	Copyright by	Used licenses
KineticJS	Eric Rowell	MIT License
Lettuce	https://lettuce.io/	Apache License 2.0
libjpeg-turbo TurboJPEG Java Wrapper	http://www.libjpeg-turbo.org/	libjpeg-turbo BSD License
lodash	JS Foundation and other contributors	MIT License
Logback	http://www.qos.ch/	Gnu Lesser General Public License 2.1, EPL
Mbknor Jackson jsonSchema Generator	NextGenTel	MIT License
Micrometer	Micrometer	The Apache Software License, Version 2.0
Microsoft JDBC Driver for SQL Server	Microsoft Corporation	Microsoft Software License
Mockito	Google	MIT License
Moment.js	JS Foundation and other contributors	MIT License
MongoDB Java Driver	MongoDB	The Apache Software License, Version 2.0
morris.js	Olly Smith	BSD License
OpenCSV	OpenCSV	The Apache Software License, Version 2.0
owasp-esapi-java	The OWASP Foundation	BSD License
Pixastic		Mozilla Public License 1.1
Plugin Framework for Java		The Apache Software License, Version 2.0
Protobuf Java	Google	New BSD License

Used Third-Party Software |

Product	Copyright by	Used licenses
raphael.js	Dmitry Baranovskiy and Sencha Labs	Apache License 2.0
Resilience4j	Robert Winkler, Bohdan Storozhuk, Mahmoud Romeh and Dan Maas	Apache License 2.0
ROME	Alejandro Abdelnur, Patrick Chanezon, Elaine Chien	Apache License 2.0
RxJS	Google, Inc., Netflix, Inc., Microsoft Corp. and contributors	Apache License 2.0
slf4j	http://www.qos.ch/	MIT License
Selenium	Selenium	Selenium License
Shutterstock Images	Shutterstock	Shutterstock License
Spring Framework	All contributors	Apache License 2.0
Springdoc	Springdoc OpenAPI	Apache License 2.0
Swagger	Swagger	Apache License 2.0
ThreeTen-Extra	ThreeTen.org	New BSD License
Thymeleaf	Thymeleaf	Apache License 2.0
tslib	Microsoft Corporation	Apache License 2.0
subethasmtp	Dave Moten and other contributors	Apache License 2.0
uuid	Robert Kieffer and other contributors	MIT License
webpack	JS Foundation and other contributors	MIT License

Used Third-Party Software |

Product	Copyright by	Used licenses
XMLUnit	Tim Bacon and Jeff Martin	BSD License

Table 2.1. Third-party software and open source software used in CoreMedia products

Product	Copyright by	Used licenses
Ajv	Evgeny Poberezkin	MIT License
Amazon Cognito Identity SDK for JavaScript	Amazon.com, Inc. or its affiliates	Apache License 2.0
Archiver	Chris Talkington, contributors	MIT License
Autoprefixer	Andrey Sitnik	MIT License
Babel	Sebastian McKenzie and other contributors	MIT License
Babel Loader	Luís Couto	MIT License
Buffer List	Rod Vagg, and others	MIT License
Bootstrap	Twitter, Inc and the Bootstrap authors	MIT License
Browserlist	Andrey Sitnik	MIT License
Canvas graphics API	TJ Holowaychuk, and others	MIT License
Chalk	Sindre Sorhus	MIT License
Chokidar	Paul Miller, and others	MIT License
ci-info	Thomas Watson Steen	MIT License
Circular Dependency Plugin	Aaron Ackerman	ISC License
Clean plugin for webpack	John Agan	MIT License
closest-package	Hugh Kennedy	MIT License
console-polyfill	Paul Miller	MIT License

Used Third-Party Software |

Product	Copyright by	Used licenses
content-type	Douglas Christopher Wilso	MIT License
copy-webpack-plugin	JS Foundation and other contributors	MIT License
copyfiles	Calvin Metcalf	MIT License
css-loader	JS Foundation and other contributors	MIT License
date-fns	Sasha Koss	MIT License
deepmerge	James Halliday, Josh Duff, and other contributors	MIT License
Dependency Graph	Jim Riecken	MIT License
dotenv	motdotla	Simplified BSD License
enhanced-resolve	Tobias Koppers	MIT License
escape-string-regexp	Sindre Sorhus	MIT License
ESLint	JS Foundation and other contributors	MIT License
eslint-loader	JS Foundation and other contributors	MIT License
eslint-import-resolver-node	Ben Mosher	MIT License
eslint-plugin-import	Ben Mosher	MIT License
eslint-plugin-jsdoc	Gajus Kuizinas	New BSD License
eslint-plugin-unused-imports	Mikkel Holmer Pedersen	MIT License
express	TJ Holowaychuk	MIT License
expose-loader	JS Foundation and other contributors	MIT License

Used Third-Party Software |

Product	Copyright by	Used licenses
file-loader	JS Foundation and other contributors	MIT License
find-up	Sindre Sorhus	MIT License
Freemarker template engine	https://freemarker.apache.org/	Apache License 2.0
fs-extra	JP Richardson	MIT License
get-installed-path	Charlike Mike Reagent	MIT License
get-port	Sindre Sorhus	MIT License
Glob	Isaac Z. Schlueter and Contributors	ISC License
hex-to-uuid	Kirill Beresnev	MIT License
http-proxy-middleware	Steven Chim	MIT License
imagesLoaded	David DeSandro	MIT License
imports-loader	JS Foundation and other contributors	MIT License
Inquirer.js	Simon Boudrias	MIT License
Jest	Facebook, Inc. and its affiliates	MIT License
jest-junit	Jason Palmer	Apache 2.0 License
jsdom	Elijah Insua, and others	MIT License
jQuery	JS Foundation and other contributors	MIT License
JS-YAML	Vladimir Zapparov, and others	MIT License
JSON5	Aseem Kishore, and others	MIT License
libnpmublish	npm Inc.	ISC License

Used Third-Party Software |

Product	Copyright by	Used licenses
loader-utils	JS Foundation and other contributors	MIT License
Lodash	JS Foundation and other contributors	MIT License
log-symbols	Sindre Sorhus	MIT License
lottie-player	Jawish Hameed	MIT License
Magnific Popup	Dmitry Semenov	MIT License
md5-file	Rory Bradford and contributors	MIT License
MediaElement.js	John Dyer	MIT License
mini-css-extract-plugin	JS Foundation and other contributors	MIT License
node.js	Node.js contributors	Node.js License
Node Fetch	David Frank	MIT License
node-sass	Andrew Nesbitt	MIT License
object-fit-images	Federico Brigante	MIT License
object-fit-videos	TricomB2B	MIT License
open	Sindre Sorhus	MIT License
Optimize CSS Assets Webpack Plugin	Nuno Rodrigues	MIT License
PostCSS Loader	Andrey Sitnik	MIT License
PostCSS Object Fit Images	Michael Shick	MIT License
pkg-dir	Sindre Sorhus	MIT License
Prettier	James Long and contributors	MIT License

Used Third-Party Software |

Product	Copyright by	Used licenses
proxy-agent	Nathan Rajlich	MIT License
puppeteer	The Chromium Authors	Apache-2.0 License
Raleway	Google Fonts	Open Font License
raw-loader	Tobias Koppers	MIT License
Request - Simplified HTTP client	https://github.com/request/request	Apache 2.0 License
resolve-from	Sindre Sorhus	MIT License
Resolve URL Loader	Ben Holloway	MIT License
rimraf	Isaac Z. Schlueter	ISC License
Roboto	Google Fonts	Apache License 2.0
rushstack eslint-patch	Microsoft Corp.	MIT License
Sass Loader	JS Foundation and other contributors	MIT License
Selfsigned	José F. Romaniello	MIT License
semver	Isaac Z. Schlueter and Contributors	ISC License
slick	Ken Wheeler	MIT License
Sourcemap Loader	JS Foundation and other contributors	MIT License
style-loader	Tobias Koppers	MIT License
tiny-lr	Mickael Daniel	MIT License
terser	Mihai Bazon, and others	Simplified BSD License
terser-webpack-plugin	JS Foundation and other contributors	MIT License

Used Third-Party Software |

Product	Copyright by	Used licenses
ts-loader	John Reilly, and others	MIT License
tslib	Microsoft Corp.	Zero-Clause BSD
TypeScript	Microsoft Corp.	Apache 2.0 License
TypeScript ESLint	James Henry, and others	Simplified BSD License
UglifyJS Webpack Plugin	JS Foundation and other contributors	MIT License
url-loader	JS Foundation and other contributors	MIT License
unzip-stream	Michal Hruby	MIT License
uuid-parse	zefferus	MIT License
webpack, webpack-cli, webpack-sources	JS Foundation and other contributors	MIT License
webpack-virtual-modules	SysGears INC	MIT License
which	Isaac Z. Schlueter	ISC License
winston	Charlie Robbins, and others	MIT License
xmlbuilder-js	Ozgur Ozcitak	MIT License
Yargs	James Halliday and contributors	MIT License
Pnpm	Pnpm Contributors	MIT License

Table 2.2. Third-party software and open source software used in CoreMedia Products via NPM

3. BSD License

```
[The BSD License]
Copyright (c) 2010 Terence Parr
All rights reserved.
```

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

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

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

Example 3.1. ANTLR License

4. Apache Software License, Version 1.1

```
/* =====  
 * The Apache Software License, Version 1.1  
 *  
 * Copyright (c) 2000 The Apache Software Foundation. All rights  
 * reserved.  
 *  
 * Redistribution and use in source and binary forms, with or without  
 * modification, are permitted provided that the following conditions  
 * are met:  
 *  
 * 1. Redistributions of source code must retain the above copyright  
 * notice, this list of conditions and the following disclaimer.  
 *  
 * 2. Redistributions in binary form must reproduce the above copyright  
 * notice, this list of conditions and the following disclaimer in  
 * the documentation and/or other materials provided with the  
 * distribution.  
 *  
 * 3. The end-user documentation included with the redistribution,  
 * if any, must include the following acknowledgment:  
 * "This product includes software developed by the  
 * Apache Software Foundation (http://www.apache.org/)."  
 * Alternately, this acknowledgment may appear in the software itself,  
 * if and wherever such third-party acknowledgments normally appear.  
 *  
 * 4. The names "Apache" and "Apache Software Foundation" must  
 * not be used to endorse or promote products derived from this  
 * software without prior written permission. For written  
 * permission, please contact apache@apache.org.  
 *  
 * 5. Products derived from this software may not be called "Apache",  
 * nor may "Apache" appear in their name, without prior written  
 * permission of the Apache Software Foundation.  
 *  
 * THIS SOFTWARE IS PROVIDED ``AS IS'' AND ANY EXPRESSED OR IMPLIED  
 * WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES  
 * OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE  
 * DISCLAIMED. IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR  
 * ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,  
 * SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT  
 * LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF  
 * USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND  
 * ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY,  
 * OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT  
 * OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF  
 * SUCH DAMAGE.  
 * =====  
 *  
 * This software consists of voluntary contributions made by many  
 * individuals on behalf of the Apache Software Foundation. For more  
 * information on the Apache Software Foundation, please see  
 * http://www.apache.org/.  
 *
```

```
* Portions of this software are based upon public domain software
* originally written at the National Center for Supercomputing Applications,
* University of Illinois, Urbana-Champaign.
*/
```

Example 4.1. Apache Software License, Version 1.1

5. Apache License, Version 2.0

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

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

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

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

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

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

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

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

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

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

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

Licensors for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

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

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

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

5. **Submission of Contributions.** Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
6. **Trademarks.** This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
7. **Disclaimer of Warranty.** Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
8. **Limitation of Liability.** In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.
9. **Accepting Warranty or Additional Liability.** While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

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

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

Copyright [yyyy] [name of copyright owner]

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

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

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


```
limitations under the License.
```

Example 5.1. Apache License, Version 2.0

6. ASM License

Copyright (c) 2000-2011 INRIA, France Telecom
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 copyright holders 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.

Example 6.1. ASM License

7. Bouncy Castle License

Copyright (c) 2000 - 2011 The Legion Of The Bouncy Castle
(<http://www.bouncycastle.org>)

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.

Example 7.1. Bouncy Castle License

8. Common Development And Distribution License 1.0

```
*****  
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 recipients rights in the Source Code form from the rights set forth in this License. If You distribute the Covered Software in Executable form under a different license, You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

- 3.6. Larger Works. You may create a Larger Work by combining Covered Software with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Software.

4. Versions of the License.

- 4.1. New Versions. Sun Microsystems, Inc. is the initial license steward and may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Except as provided in Section 4.3, no one other than the license steward has the right to modify this License.

- 4.2. Effect of New Versions. You may always continue to use, distribute or otherwise make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. If the Initial Developer includes a notice in the Original Software prohibiting it from being distributed or otherwise made available under any subsequent version of the License, You must distribute and make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. Otherwise, You may also choose to use, distribute or otherwise make the Covered Software available under the terms of any subsequent version of the License published by the license steward.

- 4.3. Modified Versions. When You are an Initial Developer and You want to create a new license for Your Original Software, You may create and use a modified version of this License if You:
 - (a) rename the license and remove any references to the name of the license steward (except to note that the license differs from this License); and
 - (b) otherwise make it clear that the license contains terms which differ from this License.

5. DISCLAIMER OF WARRANTY. COVERED SOFTWARE IS PROVIDED UNDER THIS LICENSE ON AN AS IS BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED SOFTWARE IS WITH YOU. SHOULD ANY COVERED SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

6. TERMINATION.

- 6.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure

such breach within 30 days of becoming aware of the breach. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

- 6.2. If You assert a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You assert such claim is referred to as Participant) alleging that the Participant Software (meaning the Contributor Version where the Participant is a Contributor or the Original Software where the Participant is the Initial Developer) directly or indirectly infringes any patent, then any and all rights granted directly or indirectly to You by such Participant, the Initial Developer (if the Initial Developer is not the Participant) and all Contributors under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively and automatically at the expiration of such 60 day notice

period, unless if within such 60 day period You withdraw Your claim with respect to the Participant Software against such Participant either unilaterally or pursuant to a written agreement with Participant.

- 6.3. In the event of termination under Sections 6.1 or 6.2 above, all end user licenses that have been validly granted by You or any distributor hereunder prior to termination (excluding licenses granted to You by any distributor) shall survive termination.

7. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED SOFTWARE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTYS NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

8. U.S. GOVERNMENT END USERS. The Covered Software is a commercial item, as

that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of commercial computer software (as that term is defined at 48 C.F.R. 252.227-7014(a)(1)) and commercial computer software documentation as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Software with only those rights set forth herein. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFAR, or other clause or provision that addresses Government rights in computer software under this License.

9. MISCELLANEOUS. This License represents the complete agreement concerning

subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by the law of the jurisdiction specified in a notice contained within the Original Software (except to the extent applicable law, if any, provides

otherwise), excluding such jurisdictions conflict-of-law provisions. Any litigation relating to this License shall be subject to the jurisdiction of the courts located in the jurisdiction and venue specified in a notice contained within the Original Software, with the losing party responsible for costs, including, without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the

International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License. You agree that You alone are responsible for compliance with the United States export administration regulations (and the export control laws and regulation of any other countries) when You use, distribute or otherwise make available any Covered Software.

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

NOTICE PURSUANT TO SECTION 9 OF THE COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL): This code is released under the CDDL and shall be governed by the laws of the State of California (excluding conflict-of-law provisions). Any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California and the state courts of the State of California, with venue lying in Santa Clara County, California.

Example 8.1. Common Development and Distribution License

9. Common Development And Distribution License 1.1

```
COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL)Version 1.1

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;

or
        B. Any new file that contains any part of the Original Software
        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.

Oracle is the initial license steward and may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Except as provided in Section 4.3, no one other than the license steward has the right to modify this License.

4.2. Effect of New Versions.

You may always continue to use, distribute or otherwise make the Covered Software

available under the terms of the version of the License under which You originally received the Covered Software. If the Initial Developer includes a notice in the Original Software prohibiting it from being distributed or otherwise made available under any subsequent version of the License, You must distribute and make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. Otherwise, You may also choose to use, distribute or otherwise make the Covered Software available under the terms of any subsequent version of the License published by the license steward.

4.3. Modified Versions.

When You are an Initial Developer and You want to create a new license for Your Original Software, You may create and use a modified version of this License if You:

- (a) rename the license and remove any references to the name of the license steward (except to note that the license differs from this License);
- and
- (b) otherwise make it clear that the license contains terms which differ from this License.

5. DISCLAIMER OF WARRANTY.

COVERED SOFTWARE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED SOFTWARE IS WITH YOU. SHOULD ANY COVERED SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

6. TERMINATION.

6.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

6.2. If You assert a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You assert such claim is referred to as "Participant") alleging that the Participant Software (meaning the Contributor Version where the Participant is a Contributor or the Original Software where the Participant is the Initial Developer) directly or indirectly infringes any patent, then any and all rights granted directly

or indirectly to You by such Participant, the Initial Developer (if the Initial Developer is not the Participant) and all Contributors under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively and automatically at the expiration of such 60 day notice period, unless if within such 60 day period You withdraw Your claim with respect to the Participant Software against such Participant either unilaterally or pursuant to a written agreement with Participant.

6.3. If You assert a patent infringement claim against Participant alleging that the Participant Software directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by 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.

6.4. In the event of termination under Sections 6.1 or 6.2 above, all 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 LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

8. U.S. GOVERNMENT END USERS.

The Covered Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" (as that term is defined at 48 C.F.R. § 252.227-7014(a)(1)) and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Software with only those rights set forth herein. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFAR, or other clause or provision that addresses Government rights in computer software under this License.

9. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by the law of the jurisdiction specified in a notice contained within the Original Software

(except to the extent applicable law, if any, provides otherwise), excluding such jurisdiction's conflict-of-law provisions. Any litigation relating to this License shall be subject to the jurisdiction of the courts located in the jurisdiction and venue specified in a notice contained within the Original Software, with the losing party responsible for costs, including, without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License. You agree that You alone are responsible for compliance with the United States export administration regulations (and the export control laws and regulation of any other countries) when You use, distribute or otherwise make available any Covered Software.

10. RESPONSIBILITY FOR CLAIMS.

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

NOTICE PURSUANT TO SECTION 9 OF THE COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL)

The code released under the CDDL shall be governed by the laws of the State of California (excluding conflict-of-law provisions). Any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California and the state courts of the State of California, with venue lying in Santa Clara County, California.

Example 9.1. Common Development and Distribution License

10. Classpath Exception to the GPL Version 2

"CLASSPATH" EXCEPTION TO THE GPL VERSION 2

Certain source files distributed by Oracle are subject to the following clarification and special exception to the GPL Version 2, but only where Oracle has expressly included in the particular source file's header the words "Oracle designates this particular file as subject to the "Classpath" exception as provided by Oracle in the License file that accompanied this code."

Linking this library statically or dynamically with other modules is making a combined work based on this library. Thus, the terms and conditions of the GNU General Public License Version 2 cover the whole combination.

As a special exception, the copyright holders of this library give you permission to link this library with independent modules to produce an executable, regardless of the license terms of these independent modules, and to copy and distribute the resulting executable under terms of your choice, provided that you also meet, for each linked independent module, the terms and conditions of the license of that module. An independent module is a module which is not derived from or based on this library. If you modify this library, you may extend this exception to your version of the library, but you are not obligated to do so. If you do not wish to do so, delete this exception statement from your version.

Example 10.1. Classpath Exception to the GPL Version 2

11. Creative Commons Attribution 2.5 Australia License

Attribution 2.5 Australia

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

Licence

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

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

1. Definitions

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

"Derivative Work" means a work that reproduces a substantial part of the Work, or of the Work and other pre-existing works protected by copyright, or that is an adaptation of a Work that is a literary, dramatic, musical or artistic work. Derivative Works include a translation, musical arrangement, dramatisation, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this Licence. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this Licence.

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

"Moral rights law" means laws under which an individual who creates a work protected by copyright has rights of integrity of authorship of the work, rights of attribution of authorship of the work, rights not to have authorship of the work falsely attributed, or rights of a similar or analogous nature in the work anywhere in the world.

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

"Work" means the work or other subject-matter protected by copyright that is offered under the terms of this Licence, which may include (without limitation) a literary, dramatic, musical or artistic work, a sound recording or cinematograph film, a published edition of a literary, dramatic, musical or artistic work or a television or sound broadcast.

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

rights under this Licence despite a previous violation.

"Licence Elements" means the following high-level licence attributes as selected by Licensor and indicated in the title of this Licence: Attribution, NonCommercial, NoDerivatives, ShareAlike.

2. Fair Dealing and Other Rights. Nothing in this Licence excludes or modifies, or is intended to exclude or modify, (including by reducing, limiting, or restricting) the rights of You or others to use the Work arising from fair dealings or other limitations on the rights of the copyright owner or the Original Author under copyright law, moral rights law or other applicable laws.

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

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

b. to create and reproduce Derivative Works;

c. to publish, communicate to the public, distribute copies or records of, exhibit or display publicly, perform publicly and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;

d. to publish, communicate to the public, distribute copies or records of, exhibit or display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

e. For the avoidance of doubt, where the Work is a musical composition:

i. Performance Royalties Under Blanket Licences. Licensor will not collect, whether individually or via a performance rights society, royalties for Your communication to the public, broadcast, public performance or public digital performance (e.g. webcast) of the Work.

ii. Mechanical Rights and Statutory Royalties. Licensor will not collect, whether individually or via a music rights agency, designated agent or a music publisher, royalties for any record You create from the Work ("cover version") and distribute, subject to the compulsory licence created by 17 USC Section 115 of the US Copyright Act (or an equivalent statutory licence under the Australian Copyright Act or in other jurisdictions).

f. Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor will not collect, whether individually or via a performance-rights society, royalties for Your public digital performance (e.g. webcast) of the Work, subject to the compulsory licence created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

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

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

a. You may publish, communicate to the public, distribute, publicly exhibit or display, publicly perform, or publicly digitally perform the Work only under the terms of this Licence, and You must include a copy of, or the Uniform Resource Identifier for, this Licence with every copy or record of the Work You publish, communicate to the public, distribute, publicly exhibit or display, publicly perform or publicly digitally perform. You may not offer or impose any terms on the Work that exclude, alter or restrict the terms of this Licence or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this Licence and to the disclaimer of representations and warranties. You may not publish, communicate to the public, distribute, publicly exhibit or display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this Licence. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this Licence. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by Section 4(b), as requested. If You

create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any credit as required by Section 4(b), as requested.

b. If you publish, communicate to the public, distribute, publicly exhibit or display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work. You must also give clear and reasonably prominent credit to (i) the Original Author (by name or pseudonym if applicable), if the name or pseudonym is supplied; and (ii) if another party or parties (eg a sponsor institute, publishing entity or journal) is designated for attribution in the copyright notice, terms of service or other reasonable means associated with the Work, such party or parties. If applicable, that credit must be given in the particular way made known by the Original Author and otherwise as reasonable to the medium or means You are utilizing, by conveying the identity of the Original Author and the other designated party or parties (if applicable); the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.

c. False attribution prohibited. Except as otherwise agreed in writing by the Licensor, if You publish, communicate to the public, distribute, publicly exhibit or display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works in accordance with this Licence, You must not falsely attribute the Work to someone other than the Original Author.

d. Prejudice to honour or reputation prohibited. Except as otherwise agreed in writing by the Licensor, if you publish, communicate to the public, distribute, publicly exhibit or display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must not do anything that results in a material distortion of, the mutilation of, or a material alteration to, the Work that is prejudicial to the Original Author's honour or reputation, and You must not do anything else in relation to the Work that is prejudicial to the Original Author's honour or reputation.

5. Disclaimer.

EXCEPT AS EXPRESSLY STATED IN THIS LICENCE OR OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, AND TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR OFFERS THE WORK "AS-IS" AND MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE CONTENTS OR ACCURACY OF THE WORK, OR OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THE ABSENCE OF LATENT OR OTHER DEFECTS, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE.

6. Limitation on Liability.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR ANY LIABILITY ARISING FROM CONTRARY MUTUAL AGREEMENT AS REFERRED TO IN SECTION 5, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) FOR ANY LOSS OR DAMAGE WHATSOEVER, INCLUDING (WITHOUT LIMITATION) LOSS OF PRODUCTION OR OPERATION TIME, LOSS, DAMAGE OR CORRUPTION OF DATA OR RECORDS; OR LOSS OF ANTICIPATED SAVINGS, OPPORTUNITY, REVENUE, PROFIT OR GOODWILL, OR OTHER ECONOMIC LOSS; OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LICENCE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If applicable legislation implies warranties or conditions, or imposes obligations or liability on the Licensor in respect of this Licence that cannot be wholly or partly excluded, restricted or modified, the Licensor's liability is limited, to the full extent permitted by the applicable legislation, at its option, to:

- a. in the case of goods, any one or more of the following:

- i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of the goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - iv. the payment of the cost of having the goods repaired; or
- b. in the case of services:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.
7. Termination.

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

b. Subject to the above terms and conditions, the licence granted here is perpetual (for the duration of the applicable copyright in the Work).

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

8. Miscellaneous.

a. Each time You publish, communicate to the public, distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a licence to the Work on the same terms and conditions as the licence granted to You under this Licence.

b. Each time You publish, communicate to the public, distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a licence to the original Work on the same terms and conditions as the licence granted to You under this Licence.

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

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

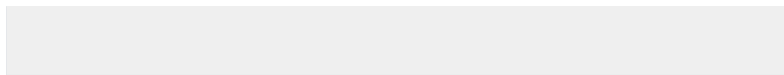
e. This Licence constitutes the entire agreement between the parties with respect to the Work licensed here. To the full extent permitted by applicable law, there are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional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

f. The construction, validity and performance of this Licence shall be governed by the laws in force in New South Wales, Australia.

Creative Commons is not a party to this Licence, and, to the full extent permitted by applicable law, makes no representation or warranty whatsoever in connection with the Work. To the full extent permitted by applicable law, Creative Commons will not be liable to You or any party on any legal theory (including, without limitation, negligence) for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this licence. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.



Example 11.1. Creative Commons License

12. Creative Commons 1.0 Universal License

Universal 1.0

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

Statement of Purpose

The laws of most jurisdictions throughout the world automatically confer exclusive Copyright and Related Rights (defined below) upon the creator and subsequent owner(s) (each and all, an "owner") of an original work of authorship and/or a database (each, a "Work").

Certain owners wish to permanently relinquish those rights to a Work for the purpose of contributing to a commons of creative, cultural and scientific works ("Commons") that the public can reliably and without fear of later claims of infringement build upon, modify, incorporate in other works, reuse and redistribute as freely as possible in any form whatsoever and for any purposes, including without limitation commercial purposes. These owners may contribute to the Commons to promote the ideal of a free culture and the further production of creative, cultural and scientific works, or to gain reputation or greater distribution for their Work in part through the use and efforts of others.

For these and/or other purposes and motivations, and without any expectation of additional consideration or compensation, the person associating CC0 with a Work (the "Affirmer"), to the extent that he or she is an owner of Copyright and Related Rights in the Work, voluntarily elects to apply CC0 to the Work and publicly distribute the Work under its terms, with knowledge of his or her Copyright and Related Rights in the Work and the meaning and intended legal effect of CC0 on those rights.

1. Copyright and Related Rights. A Work made available under CC0 may be protected by copyright and related or neighboring rights ("Copyright and Related Rights"). Copyright and Related Rights include, but are not limited to, the following:

- the right to reproduce, adapt, distribute, perform, display, communicate, and translate a Work;
- moral rights retained by the original author(s) and/or performer(s);
- publicity and privacy rights pertaining to a person's image or likeness depicted in a Work;
- rights protecting against unfair competition in regards to a Work, subject to the limitations in paragraph 4(a), below;
- rights protecting the extraction, dissemination, use and reuse of data in a Work;
- database rights (such as those arising under Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection

of databases, and under any national implementation thereof, including any amended or successor version of such directive); and other similar, equivalent or corresponding rights throughout the world based on applicable law or treaty, and any national implementations thereof.

2. Waiver. To the greatest extent permitted by, but not in contravention of, applicable law, Affirmer hereby overtly, fully, permanently, irrevocably and unconditionally waives, abandons, and surrenders all of Affirmer's Copyright and Related Rights and associated claims and causes of action, whether now known or unknown (including existing as well as future claims and causes of action), in the Work (i) in all territories worldwide, (ii) for the maximum duration provided by applicable law or treaty (including future time extensions), (iii) in any current or future medium and for any number of copies, and (iv) for any purpose whatsoever, including without limitation commercial, advertising or promotional purposes (the "Waiver"). Affirmer makes the Waiver for the benefit of each member of the public at large and to the detriment of Affirmer's heirs and successors, fully intending that such Waiver shall not be subject to revocation, rescission, cancellation, termination, or any other legal or equitable action to disrupt the quiet enjoyment of the Work by the public as contemplated by Affirmer's express Statement of Purpose.

3. Public License Feedback. Should any part of the Waiver for any reason be judged legally invalid or ineffective under applicable law, then the Waiver shall be preserved to the maximum extent permitted taking into account Affirmer's express Statement of Purpose. In addition, to the extent the Waiver is so judged Affirmer hereby grants to each affected person a royalty-free, non transferable, non sublicensable, non exclusive, irrevocable and unconditional license to exercise Affirmer's Copyright and Related Rights in the Work (i) in all territories worldwide, (ii) for the maximum duration provided by applicable law or treaty (including future time extensions), (iii) in any current or future medium and for any number of copies, and (iv) for any purpose whatsoever, including without limitation commercial, advertising or promotional purposes (the "License"). The License shall be deemed effective as of the date CC0 was applied by Affirmer to the Work. Should any part of the License for any reason be judged legally invalid or ineffective under applicable law, such partial invalidity or ineffectiveness shall not invalidate the remainder of the License, and in such case Affirmer hereby affirms that he or she will not (i) exercise any of his or her remaining Copyright and Related Rights in the Work or (ii) assert any associated claims and causes of action with respect to the Work, in either case contrary to Affirmer's express Statement of Purpose.

4. Limitations and Disclaimers.

No trademark or patent rights held by Affirmer are waived, abandoned, surrendered, licensed or otherwise affected by this document.

Affirmer offers the Work as-is and makes no representations or warranties of any kind concerning the Work, express, implied, statutory or otherwise, including without limitation warranties of title, merchantability, fitness for a particular purpose, non infringement, or the absence of latent or other defects, accuracy, or the present or absence of errors, whether or not discoverable, all to the greatest extent permissible under applicable law.

Affirmer disclaims responsibility for clearing rights of other persons that may apply to the Work or any use thereof, including without limitation any person's Copyright and Related Rights in the Work. Further, Affirmer disclaims responsibility for obtaining any necessary consents, permissions or other rights required for any use of the Work.

Affirmer understands and acknowledges that Creative Commons is not a party to this document and has no duty or obligation with respect to this CC0 or use of the Work.

Creative Commons may be contacted at <http://creativecommons.org/>.

Example 12.1. Creative Commons License

13. Cup Parser Generator License

CUP PARSER GENERATOR COPYRIGHT NOTICE, LICENSE AND DISCLAIMER.

Copyright 1996 by Scott Hudson, Frank Flannery, C. Scott Ananian

Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both the copyright notice and this permission notice and warranty disclaimer appear in supporting documentation, and that the names of the authors or their employers not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission.

The authors and their employers disclaim all warranties with regard to this software, including all implied warranties of merchantability and fitness. In no event shall the authors or their employers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of this software.

Example 13.1. Cup Parser Generator License

14. DOM4J License

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

1. Redistributions of source code must retain copyright statements and notices. Redistributions must also contain a copy of this document.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name "DOM4J" must not be used to endorse or promote products derived from this Software without prior written permission of MetaStuff, Ltd. For written permission, please contact dom4j-info@metastuff.com.
4. Products derived from this Software may not be called "DOM4J" nor may "DOM4J" appear in their names without prior written permission of MetaStuff, Ltd. DOM4J is a registered trademark of MetaStuff, Ltd.
5. Due credit should be given to the DOM4J Project - <http://www.dom4j.org>

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

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

Example 14.1. DOM4J License

15. Eclipse Public License 1.0

Eclipse Public License - v 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS ECLIPSE PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

- a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
 - b) in the case of each subsequent Contributor:
 - i) changes to the Program, and
 - ii) additions to the Program;where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.
- "Contributor" means any person or entity that distributes the Program.

"Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

- a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.
- b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.
- c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising

the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

- a) it complies with the terms and conditions of this Agreement; and
- b) its license agreement:
 - i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
 - ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
 - iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
 - iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

- a) it must be made available under this Agreement; and
 - b) a copy of this Agreement must be included with each copy of the Program.
- Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must:

- a) promptly notify the Commercial Contributor in writing of such claim, and
- b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations.

The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

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

If Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

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

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

Example 15.1. Eclipse Public License 1.0

16. Eclipse Public License 2.0

Eclipse Public License - v 2.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS ECLIPSE PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

- a) in the case of the initial Contributor, the initial content Distributed under this Agreement, and
- b) in the case of each subsequent Contributor:
 - i) changes to the Program, and
 - ii) additions to the Program;where such changes and/or additions to the Program originate from and are Distributed by that particular Contributor. A Contribution "originates" from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include changes or additions to the Program that are not Modified Works.

"Contributor" means any person or entity that Distributes the Program.

"Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions Distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement or any Secondary License (as applicable), including Contributors.

"Derivative Works" shall mean any work, whether in Source Code or other form, that is based on (or derived from) the Program and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship.

"Modified Works" shall mean any work in Source Code or other form that results from an addition to, deletion from, or modification of the contents of the Program, including, for purposes of clarity any new file in Source Code form that contains any contents of the Program. Modified Works shall not include works that contain only declarations, interfaces, types, classes, structures, or files of the Program solely in each case in order to link to, bind by name, or subclass the Program or Modified Works thereof.

"Distribute" means the acts of a) distributing or b) making available in any manner that enables the transfer of a copy.

"Source Code" means the form of a Program preferred for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Secondary License" means either the GNU General Public License,

Version 2.0, or any later versions of that license, including any exceptions or additional permissions as identified by the initial Contributor.

2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, Distribute and sublicense the Contribution of such Contributor, if any, and such Derivative Works.

b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in Source Code or other form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to Distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

e) Notwithstanding the terms of any Secondary License, no Contributor makes additional grants to any Recipient (other than those set forth in this Agreement) as a result of such Recipient's receipt of the Program under the terms of a Secondary License (if permitted under the terms of Section 3).

3. REQUIREMENTS

3.1 If a Contributor Distributes the Program in any form, then:

a) the Program must also be made available as Source Code, in accordance with section 3.2, and the Contributor must accompany the Program with a statement that the Source Code for the Program is available under this Agreement, and informs Recipients how to obtain it in a reasonable manner on or through a medium customarily used for software exchange; and

b) the Contributor may Distribute the Program under a license different than this Agreement, provided that such license:

- i) effectively disclaims on behalf of all other Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

- ii) effectively excludes on behalf of all other Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

- iii) does not attempt to limit or alter the recipients' rights

in the Source Code under section 3.2; and

iv) requires any subsequent distribution of the Program by any party to be under a license that satisfies the requirements of this section 3.

3.2 When the Program is Distributed as Source Code:

a) it must be made available under this Agreement, or if the Program (i) is combined with other material in a separate file or files made available under a Secondary License, and (ii) the initial Contributor attached to the Source Code the notice described in Exhibit A of this Agreement, then the Program may be made available under the terms of such Secondary Licenses, and

b) a copy of this Agreement must be included with each copy of the Program.

3.3 Contributors may not remove or alter any copyright, patent, trademark, attribution notices, disclaimers of warranty, or limitations of liability ("notices") contained within the Program from any copy of the Program which they Distribute, provided that Contributors may add their own appropriate notices.

4. COMMERCIAL DISTRIBUTION

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

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

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

If Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

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

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be Distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to Distribute the Program (including its Contributions) under the new version.

Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved. Nothing in this Agreement is intended to be enforceable by any entity that is not a Contributor or Recipient. No third-party beneficiary rights are created under this Agreement.

Exhibit A - Form of Secondary Licenses Notice

"This Source Code may also be made available under the following Secondary Licenses when the conditions for such availability set forth in the Eclipse Public License, v. 2.0 are satisfied: (name license(s), version(s), and exceptions or additional permissions here)."

Simply including a copy of this Agreement, including this Exhibit A is not sufficient to license the Source Code under Secondary Licenses.

If it is not possible or desirable to put the notice in a particular file, then You may include the notice in a location (such as a LICENSE

file in a relevant directory) where a recipient would be likely to look for such a notice.

You may add additional accurate notices of copyright ownership.

Example 16.1. Eclipse Public License 2.0

17. GNU Lesser General Public License, Version 2.1

GNU LESSER GENERAL PUBLIC LICENSE
Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc.
59 Temple Place, Suite 330, Boston, MA 02111-1307 USA
Everyone is permitted to copy and distribute verbatim copies
of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts
as the successor of the GNU Library Public License, version 2, hence
the version number 2.1.]

Preamble

The licenses for most software are designed to take away your
freedom to share and change it. By contrast, the GNU General Public
Licenses are intended to guarantee your freedom to share and change
free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some
specially designated software packages--typically libraries--of the
Free Software Foundation and other authors who decide to use it. You
can use it too, but we suggest you first think carefully about whether
this license or the ordinary General Public License is the better
strategy to use in any particular case, based on the explanations below.

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

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

For example, if you distribute copies of the library, whether gratis
or for a fee, you must give the recipients all the rights that we gave
you. You must make sure that they, too, receive or can get the source
code. If you link other code with the library, you must provide
complete object files to the recipients, so that they can relink them
with the library after making changes to the library and recompiling
it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the
library, and (2) we offer you this license, which gives you legal
permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that
there is no warranty for the free library. Also, if the library is

modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

GNU LESSER GENERAL PUBLIC LICENSE
TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs

(which use some of those functions and data) to form executables.

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

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

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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

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

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

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

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

entire whole, and thus to each and every part regardless of who wrote it.

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

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

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

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

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

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

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

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

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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

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

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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

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

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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

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

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

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library

facilities. This must be distributed under the terms of the Sections above.

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

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

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

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.

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

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

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

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

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

13. The Free Software Foundation may publish revised and/or new

versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

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

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

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

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

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

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

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

```
You should have received a copy of the GNU Lesser General Public
License along with this library; if not, write to the Free Software
Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307
USA
```

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

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

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

```
<signature of Ty Coon>, 1 April 1990
Ty Coon, President of Vice
```

That's all there is to it!

Example 17.1. GNU Lesser General Public License, Version 2.1

18. GNU Lesser General Public License, Version 3

GNU LESSER GENERAL PUBLIC LICENSE
Version 3, 29 June 2007

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

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

0. Additional Definitions.

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

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

An "Application" is any work that makes use of an interface provided
by the Library, but which is not otherwise based on the Library.
Defining a subclass of a class defined by the Library is deemed a mode
of using an interface provided by the Library.

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

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

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

1. Exception to Section 3 of the GNU GPL.

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

2. Conveying Modified Versions.

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

a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or

b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files.

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

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

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

4. Combined Works.

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

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

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

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

d) Do one of the following:

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

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

e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation

Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

5. Combined Libraries.

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

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

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

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

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

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

Example 18.1. GNU Lesser General Public License, Version 3

19. HTTP Unit License

```
Copyright © 2000-2008, Russell Gold
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.
```

Example 19.1. HTTP Unit License

20. Hypersonic SQL Group License

COPYRIGHTS AND LICENSES (based on BSD License)

For work developed by the HSQL Development Group:

Copyright (c) 2001-2010, The HSQL Development Group
All rights reserved.

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

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 HSQL Development Group 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 HSQL DEVELOPMENT GROUP, HSQldb.ORG, 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.

For work originally developed by the Hypersonic SQL Group:

Copyright (c) 1995-2000 by the Hypersonic SQL Group.
All rights reserved.

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

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 Hypersonic SQL Group 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 HYPERSONIC SQL GROUP, OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This software consists of voluntary contributions made by many individuals on behalf of the Hypersonic SQL Group.

Example 20.1. Hypersonic SQL Group

21. IBM Public License Version 1.0 - Bean Scripting Framework

```
IBM PUBLIC LICENSE VERSION 1.0 - BEAN SCRIPTING FRAMEWORK

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS IBM PUBLIC
LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE
PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

    1. in the case of International Business Machines Corporation ("IBM"),
       the Original Program, and
    2. in the case of each Contributor,
       1. changes to the Program, and
       2. additions to the Program;
       where such changes and/or additions to the Program originate from
       and are distributed by that particular Contributor. A Contribution
       'originates' from a Contributor if it was added to the Program by
       such Contributor itself or anyone acting on such Contributor's
       behalf. Contributions do not include additions to the Program which:
       (i) are separate modules of software distributed in conjunction with
       the Program under their own license agreement, and (ii) are not
       derivative works of the Program.

"Contributor" means IBM and any other entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which
are necessarily infringed by the use or sale of its Contribution alone or
when combined with the Program.

"Original Program" means the original version of the software accompanying
this Agreement as released by IBM, including source code, object code and
documentation, if any.

"Program" means the Original Program and Contributions.

"Recipient" means anyone who receives the Program under this Agreement,
including all Contributors.

2. GRANT OF RIGHTS

    1. Subject to the terms of this Agreement, each Contributor hereby grants
Recipient a non-exclusive, worldwide, royalty-free copyright license to
reproduce, prepare derivative works of, publicly display, publicly perform,
distribute and sublicense the Contribution of such Contributor, if any, and
such derivative works, in source code and object code form.

    2. Subject to the terms of this Agreement, each Contributor hereby grants
Recipient a non-exclusive, worldwide, royalty-free patent license under
Licensed Patents to make, use, sell, offer to sell, import and otherwise
```

transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the

Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

3. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

4. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

1. it complies with the terms and conditions of this Agreement; and
2. its license agreement:
 1. effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
 2. effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
 3. states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
 4. states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

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

Each Contributor must include the following in a conspicuous location in the Program:

Copyright (C) 1996, 1999 International Business Machines Corporation and

others. All Rights Reserved.

In addition, each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

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

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN

CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

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

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

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

IBM may publish new versions (including revisions) of this Agreement from time to time. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. No one other than IBM has the right to modify this Agreement. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

Example 21.1. IBM Public License Version 1.0 - Bean Scripting Framework

22. ISC License

The ISC License

Copyright (c)

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

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

Example 22.1. ISC License

23. James Clark License

Copyright (c) 1997, 1998 James Clark

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 JAMES CLARK BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

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

Example 23.1. James Clark License

24. Janino BSD License

```
Janino - An embedded Java[™] compiler
```

```
Copyright (c) 2001-2010, Arno Unkrig  
All rights reserved.
```

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

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

Example 24.1. Janino BSD License

25. JBehave License

```
Copyright (c) 2003-2011 jbehave.org

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 JBehave 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.
```

Example 25.1. JBehave License

26. JSON License

Copyright (c) 2002 JSON.org

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 shall be used for Good, not Evil.

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.

Example 26.1. JSON License

27. libjpeg-turbo BSD License

```

*****
**      Background
*****

libjpeg-turbo is a JPEG image codec that uses SIMD instructions (MMX, SSE2,
NEON, AltiVec) to accelerate baseline JPEG compression and decompression on
x86, x86-64, ARM, and PowerPC systems.  On such systems, libjpeg-turbo is
generally 2-4x as fast as libjpeg, all else being equal.  On other types of
systems, libjpeg-turbo can still outperform libjpeg by a significant amount,
by
virtue of its highly-optimized Huffman coding routines.  In many cases, the
performance of libjpeg-turbo rivals that of proprietary high-speed JPEG
codecs.

libjpeg-turbo implements both the traditional libjpeg API as well as the less
powerful but more straightforward TurboJPEG API.  libjpeg-turbo also features
colorspace extensions that allow it to compress from/decompress to 32-bit
and
big-endian pixel buffers (RGEX, XBGR, etc.), as well as a full-featured Java
interface.

libjpeg-turbo was originally based on libjpeg/SIMD, an MMX-accelerated
derivative of libjpeg v6b developed by Miyasaka Masaru.  The TigerVNC and
VirtualGL projects made numerous enhancements to the codec in 2009, and in
early 2010, libjpeg-turbo spun off into an independent project, with the goal
of making high-speed JPEG compression/decompression technology available to
a
broader range of users and developers.

*****
**      License
*****

Most of libjpeg-turbo inherits the non-restrictive, BSD-style license used
by
libjpeg (see README.)  The TurboJPEG wrapper (both C and Java versions) and
associated test programs bear a similar license, which is reproduced below:

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 libjpeg-turbo Project 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.

```
*****
**      Using libjpeg-turbo
*****
```

libjpeg-turbo includes two APIs that can be used to compress and decompress JPEG images:

TurboJPEG API: This API provides an easy-to-use interface for compressing and decompressing JPEG images in memory. It also provides some functionality that would not be straightforward to achieve using the underlying libjpeg API, such as generating planar YUV images and performing multiple simultaneous lossless transforms on an image. The Java interface for libjpeg-turbo is written on top of the TurboJPEG API.

libjpeg API: This is the de facto industry-standard API for compressing and decompressing JPEG images. It is more difficult to use than the TurboJPEG API but also more powerful. The libjpeg API implementation in libjpeg-turbo is both API/ABI-compatible and mathematically compatible with libjpeg v6b. It can also optionally be configured to be API/ABI-compatible with libjpeg v7 and v8 (see below).

There is no significant performance advantage to either API when both are used to perform similar operations.

```
=====
Colorspace Extensions
=====
```

libjpeg-turbo includes extensions that allow JPEG images to be compressed directly from (and decompressed directly to) buffers that use BGR, BGRX, RGBX, XBGR, and XRGB pixel ordering. This is implemented with ten new colorspace constants:

```
JCS_EXT_RGB   /* red/green/blue */
JCS_EXT_RGBX  /* red/green/blue/x */
JCS_EXT_BGR   /* blue/green/red */
JCS_EXT_BGRX  /* blue/green/red/x */
JCS_EXT_XBGR  /* x/blue/green/red */
JCS_EXT_XRGB  /* x/red/green/blue */
JCS_EXT_RGBA  /* red/green/blue/alpha */
JCS_EXT_BGRA  /* blue/green/red/alpha */
JCS_EXT_ABGR  /* alpha/blue/green/red */
JCS_EXT_ARGB  /* alpha/red/green/blue */
```

Setting `cinfo.in_color_space` (compression) or `cinfo.out_color_space` (decompression) to one of these values will cause libjpeg-turbo to read the red, green, and blue values from (or write them to) the appropriate position in the pixel when compressing from/decompressing to an RGB buffer.

Your application can check for the existence of these extensions at compile time with:

```
#ifdef JCS_EXTENSIONS
```

At run time, attempting to use these extensions with a libjpeg implementation that does not support them will result in a "Bogus input colorspace" error.

Applications can trap this error in order to test whether run-time support is available for the colorspace extensions.

When using the RGBX, BGRX, XBGR, and XRGB colorspaces during decompression, the X byte is undefined, and in order to ensure the best performance, libjpeg-turbo can set that byte to whatever value it wishes. If an application expects the X byte to be used as an alpha channel, then it should specify JCS_EXT_RGBA, JCS_EXT_BGRA, JCS_EXT_ABGR, or JCS_EXT_ARGB. When these colorspace constants are used, the X byte is guaranteed to be 0xFF, which is interpreted as opaque.

Your application can check for the existence of the alpha channel colorspace extensions at compile time with:

```
#ifdef JCS_ALPHA_EXTENSIONS
```

```
jcstest.c, located in the libjpeg-turbo source tree, demonstrates how to check for the existence of the colorspace extensions at compile time and run time.
```

```
=====
libjpeg v7 and v8 API/ABI Emulation
=====
```

With libjpeg v7 and v8, new features were added that necessitated extending the compression and decompression structures. Unfortunately, due to the exposed nature of those structures, extending them also necessitated breaking backward ABI compatibility with previous libjpeg releases. Thus, programs that were built to use libjpeg v7 or v8 did not work with libjpeg-turbo, since it is based on the libjpeg v6b code base. Although libjpeg v7 and v8 are not as widely used as v6b, enough programs (including a few Linux distros) made the switch that there was a demand to emulate the libjpeg v7 and v8 ABIs in libjpeg-turbo. It should be noted, however, that this feature was added primarily so that applications that had already been compiled to use libjpeg v7+ could take advantage of accelerated baseline JPEG encoding/decoding without recompiling. libjpeg-turbo does not claim to support all of the libjpeg v7+ features, nor to produce identical output to libjpeg v7+ in all cases (see below.)

By passing an argument of `--with-jpeg7` or `--with-jpeg8` to configure, or an argument of `-DWITH JPEG7=1` or `-DWITH JPEG8=1` to cmake, you can build a version of libjpeg-turbo that emulates the libjpeg v7 or v8 ABI, so that programs that are built against libjpeg v7 or v8 can be run with libjpeg-turbo. The following section describes which libjpeg v7+ features are supported and which aren't.

Support for libjpeg v7 and v8 Features:

Fully supported:

```
-- libjpeg: IDCT scaling extensions in decompressor
   libjpeg-turbo supports IDCT scaling with scaling factors of 1/8, 1/4, 3/8,
   1/2, 5/8, 3/4, 7/8, 9/8, 5/4, 11/8, 3/2, 13/8, 7/4, 15/8, and 2/1 (only
1/4 and 1/2 are SIMD-accelerated.)
-- libjpeg: arithmetic coding
-- libjpeg: In-memory source and destination managers
   See notes below.
-- cjpeg: Separate quality settings for luminance and chrominance
   Note that the libjpeg v7+ API was extended to accommodate this feature
only for convenience purposes. It has always been possible to implement this
feature with libjpeg v6b (see rdswitch.c for an example.)
```

```

-- cjpeg: 32-bit BMP support
-- cjpeg: -rgb option
-- jpegtran: lossless cropping
-- jpegtran: -perfect option
-- jpegtran: forcing width/height when performing lossless crop
-- rdjpgcom: -raw option
-- rdjpgcom: locale awareness

Not supported:

NOTE: As of this writing, extensive research has been conducted into the
usefulness of DCT scaling as a means of data reduction and SmartScale as a
means of quality improvement. The reader is invited to peruse the research
at
http://www.libjpeg-turbo.org/About/SmartScale and draw his/her own conclusions,
but it is the general belief of our project that these features have not
demonstrated sufficient usefulness to justify inclusion in libjpeg-turbo.

-- libjpeg: DCT scaling in compressor
  cinfo.scale_num and cinfo.scale_denom are silently ignored.
  There is no technical reason why DCT scaling could not be supported when
  emulating the libjpeg v7+ API/ABI, but without the SmartScale extension
  (see
  below), only scaling factors of 1/2, 8/15, 4/7, 8/13, 2/3, 8/11, 4/5, and
  8/9 would be available, which is of limited usefulness.

-- libjpeg: SmartScale
  cinfo.block_size is silently ignored.
  SmartScale is an extension to the JPEG format that allows for DCT block
  sizes other than 8x8. Providing support for this new format would be
  feasible (particularly without full acceleration.) However, until/unless
  the format becomes either an official industry standard or, at minimum,
  an
  accepted solution in the community, we are hesitant to implement it, as
  there is no sense of whether or how it might change in the future. It is
  our belief that SmartScale has not demonstrated sufficient usefulness as
  a
  lossless format nor as a means of quality enhancement, and thus, our
  primary
  interest in providing this feature would be as a means of supporting
  additional DCT scaling factors.

-- libjpeg: Fancy downsampling in compressor
  cinfo.do_fancy_downsampling is silently ignored.
  This requires the DCT scaling feature, which is not supported.

-- jpegtran: Scaling
  This requires both the DCT scaling and SmartScale features, which are not
  supported.

-- Lossless RGB JPEG files
  This requires the SmartScale feature, which is not supported.

What About libjpeg v9?
-----

libjpeg v9 introduced yet another field to the JPEG compression structure
(color transform), thus making the ABI backward incompatible with that of
libjpeg v8. This new field was introduced solely for the purpose of supporting
lossless SmartScale encoding. Further, there was actually no reason to extend

```

the API in this manner, as the color transform could have just as easily been activated by way of a new JPEG colorspace constant, thus preserving backward ABI compatibility.

Our research (see link above) has shown that lossless SmartScale does not generally accomplish anything that can't already be accomplished better with existing, standard lossless formats. Thus, at this time, it is our belief that there is not sufficient technical justification for software to upgrade from libjpeg v8 to libjpeg v9, and therefore, not sufficient technical justification for us to emulate the libjpeg v9 ABI.

=====

In-Memory Source/Destination Managers

=====

By default, libjpeg-turbo 1.3 and later includes the `jpeg_mem_src()` and `jpeg_mem_dest()` functions, even when not emulating the libjpeg v8 API/ABI. Previously, it was necessary to build libjpeg-turbo from source with libjpeg v8 API/ABI emulation in order to use the in-memory source/destination managers, but several projects requested that those functions be included when emulating the libjpeg v6b API/ABI as well. This allows the use of those functions by programs that need them without breaking ABI compatibility for programs that don't, and it allows those functions to be provided in the "official" libjpeg-turbo binaries.

Those who are concerned about maintaining strict conformance with the libjpeg v6b or v7 API can pass an argument of `--without-mem-srcdst` to configure or an argument of `-DWITH_MEM_SRC DST=0` to CMake prior to building libjpeg-turbo. This will restore the pre-1.3 behavior, in which `jpeg_mem_src()` and `jpeg_mem_dest()` are only included when emulating the libjpeg v8 API/ABI.

On Unix systems, including the in-memory source/destination managers changes the dynamic library version from 62.0.0 to 62.1.0 if using libjpeg v6b API/ABI emulation and from 7.0.0 to 7.1.0 if using libjpeg v7 API/ABI emulation.

Note that, on most Unix systems, the dynamic linker will not look for a function in a library until that function is actually used. Thus, if a program is built against libjpeg-turbo 1.3+ and uses `jpeg_mem_src()` or `jpeg_mem_dest()`, that program will not fail if run against an older version of libjpeg-turbo or against libjpeg v7- until the program actually tries to call `jpeg_mem_src()` or `jpeg_mem_dest()`. Such is not the case on Windows. If a program is built against the libjpeg-turbo 1.3+ DLL and uses `jpeg_mem_src()` or `jpeg_mem_dest()`, then it must use the libjpeg-turbo 1.3+ DLL at run time.

Both `cjpeg` and `djpeg` have been extended to allow testing the in-memory source/destination manager functions. See their respective man pages for more details.

** Mathematical Compatibility

For the most part, libjpeg-turbo should produce identical output to libjpeg v6b. The one exception to this is when using the floating point DCT/IDCT, in which case the outputs of libjpeg v6b and libjpeg-turbo can differ for the following reasons:

-- The SSE/SSE2 floating point DCT implementation in libjpeg-turbo is ever so slightly more accurate than the implementation in libjpeg v6b, but not by any amount perceptible to human vision (generally in the range of 0.01 to 0.08 dB gain in PNSR.)

```

-- When not using the SIMD extensions, libjpeg-turbo uses the more accurate
  (and slightly faster) floating point IDCT algorithm introduced in libjpeg
  v8a as opposed to the algorithm used in libjpeg v6b.  It should be noted,
  however, that this algorithm basically brings the accuracy of the floating
  point IDCT in line with the accuracy of the slow integer IDCT.  The floating
  point DCT/IDCT algorithms are mainly a legacy feature, and they do not
  produce significantly more accuracy than the slow integer algorithms (to
  put numbers on this, the typical difference in PNSR between the two algorithms
  is less than 0.10 dB, whereas changing the quality level by 1 in the upper
  range of the quality scale is typically more like a 1.0 dB difference.)
-- If the floating point algorithms in libjpeg-turbo are not implemented
using SIMD instructions on a particular platform, then the accuracy of the
floating point DCT/IDCT can depend on the compiler settings.

While libjpeg-turbo does emulate the libjpeg v8 API/ABI, under the hood, it
is still using the same algorithms as libjpeg v6b, so there are several specific
cases in which libjpeg-turbo cannot be expected to produce the same output
as libjpeg v8:

-- When decompressing using scaling factors of 1/2 and 1/4, because libjpeg
v8 implements those scaling algorithms differently than libjpeg v6b does,
and libjpeg-turbo's SIMD extensions are based on the libjpeg v6b behavior.

-- When using chrominance subsampling, because libjpeg v8 implements this
with its DCT/IDCT scaling algorithms rather than with a separate
downsampling/upsampling algorithm.  In our testing, the subsampled/upsampled
output of libjpeg v8 is less accurate than that of libjpeg v6b for this
reason.

-- When decompressing using a scaling factor > 1 and merged (AKA "non-fancy"
or "non-smooth") chrominance upsampling, because libjpeg v8 does not support
merged upsampling with scaling factors > 1.

*****
** Performance Pitfalls
*****

=====
Restart Markers
=====

The optimized Huffman decoder in libjpeg-turbo does not handle restart markers
in a way that makes the rest of the libjpeg infrastructure happy, so it is
necessary to use the slow Huffman decoder when decompressing a JPEG image
that has restart markers.  This can cause the decompression performance to drop
by as much as 20%, but the performance will still be much greater than that of
libjpeg.  Many consumer packages, such as PhotoShop, use restart markers when
generating JPEG images, so images generated by those programs will experience
this issue.

=====
Fast Integer Forward DCT at High Quality Levels
=====

```



```
The algorithm used by the SIMD-accelerated quantization function cannot
produce
correct results whenever the fast integer forward DCT is used along with a
JPEG
quality of 98-100. Thus, libjpeg-turbo must use the non-SIMD quantization
function in those cases. This causes performance to drop by as much as 40%.
It is therefore strongly advised that you use the slow integer forward DCT
whenever encoding images with a JPEG quality of 98 or higher.
```

Example 27.1. libjpeg-turbo BSD License

28. Lucene Snowball BSD License

```
Copyright (c) 2003-2006, Joe Walnes  
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 XStream 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.
```

Example 28.1. Lucene Snowball BSD License

29. MIT License

The MIT License

Copyright (c) 2007 Valerio Proietti

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.

Example 29.1. MIT License

30. Mozilla Public License 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

Codenote 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 Sections 3.1, 3.2, 3.3, 3.4 and 3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set

forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code

not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License

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

5. Application of this License.

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

6. Versions of the License.

6.1. New Versions

Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version.

You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. Disclaimer of warranty

Covered code is provided under this license on an "as is" basis, without warranty of any kind, either expressed or implied, including, without limitation, warranties that the covered code is free of defects, 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 declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt

of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn,

the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

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

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

9. Limitation of liability

Under no circumstances and under no legal theory, whether tort (including negligence), contract, or otherwise, shall you, the initial developer, any other contributor, or any distributor of covered code, or any supplier of any of such parties, be liable to any person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if such party shall have been

informed of the possibility of such damages. This limitation of liability shall not apply to liability for death or personal injury resulting from such party's negligence to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to you.

10. U.S. government end users

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

11. Miscellaneous

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision

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

12. Responsibility for claims

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

13. Multiple-licensed code

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

Exhibit A - Mozilla Public License.

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

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

The Original Code is _____.

The Initial Developer of the Original Code is _____.

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

Example 30.1. Mozilla Public License 1.1

31. Spring Framework Notice

The Spring Framework uses the Apache License which you will find in [Chapter 5, Apache License, Version 2.0 \[17\]](#). In addition, the following notice belongs to a Spring Framework distribution:

```
=====
== NOTICE file corresponding to section 4 d of the Apache License, ==
== Version 2.0, in this case for the Spring Framework distribution. ==
=====

This product includes software developed by
the Apache Software Foundation (http://www.apache.org).

This product also includes software developed by
Clinton Begin (http://www.ibatis.com).

The end-user documentation included with a redistribution, if any,
must include the following acknowledgement:

    "This product includes software developed by the Spring Framework
    Project (http://www.springframework.org)."
```

Alternately, this acknowledgement may appear in the software itself, if and wherever such third-party acknowledgements normally appear.

The names "Spring" and "Spring Framework" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact rod.johnson@interface21.com or juergen.hoeller@interface21.com.

Example 31.1. Notice to the Spring Framework

32. Shutterstock License

SHUTTERSTOCK, INC.
TERMS OF SERVICE ("TOS")
SINGLE USER STANDARD LICENSE

Dear Shutterstock Customer:

The following is a legal agreement between you or the employer or other entity on whose behalf you are entering into this agreement ("you" or "Customer") and Shutterstock, Inc. ("Shutterstock"). Please read these TOS carefully before downloading any Shutterstock images and/or content ("Image" or "Images"). By downloading any Image, you agree to be bound by the terms of these TOS, the Shutterstock Privacy Statement and Shutterstock's Website Terms of Use, which documents are incorporated herein and made a part hereof by this reference.

Shutterstock reserves the right to change these TOS at any time, and you agree to be bound by such changes. If and when changes are made to these TOS, an announcement will appear on your login page. Please make sure that you read and understand all such changes. If you do not agree to these TOS as same may be amended from time to time, do not download or use any Images. The TOS in effect at the time you are billed will control your rights and obligations with regard to Images downloaded during each billing cycle. If you selected a product with the "Auto Renewal Option", the effective date of each renewal will determine which TOS controls your use of Images. If the Auto Renewal Option is selected for your product, the product will automatically renew and you will be charged as specified in the description of your product when you make your initial purchase unless you disable Auto Renewal before your next renewal occurs.

If the use you are contemplating is not permitted by these TOS, please review Shutterstock's Enhanced License which grants broader usage rights. Images downloaded as part of your Standard License plan may only be used in compliance with these Standard License TOS, regardless of any other products you may have purchased.

THIS IS A SINGLE SEAT LICENSE. IT AUTHORIZES ONE NATURAL PERSON TO LICENSE, DOWNLOAD AND USE IMAGES. Your Shutterstock username and password are to be used only by you. Each person that desires to access the Shutterstock Websites must have his/her own username and password. We reserve the right to monitor accounts and institute means to stop users from sharing their login information. Customized products for multiple users are available from Shutterstock. Please contact Shutterstock Support for details or see Shutterstock's Multi-Share product.

Except as expressly provided herein, you may not directly or indirectly use, copy or reproduce any Image (in whole or in part) more than two hundred fifty thousand (250,000) times.

PART I
LIMITED LICENSE

1.
All Images on Shutterstock.com and related Shutterstock webpages (collectively, "Shutterstock Websites") are protected by United States and international copyright laws and treaties. Shutterstock and/or the various artists who provide content and/or Images to Shutterstock ("Contributors") own or control all rights, including the copyrights in and to the Images. Shutterstock and/or its Contributors reserve all rights in and to the Images not expressly granted to you by the terms of these TOS. Your rights to use any Image are subject to this license agreement and are conditioned upon you making payment

to Shutterstock for your use of the Images. If you fail to make any payment to Shutterstock when due, or if any check is dishonored or credit card charge refused or charged back, your account will be deemed delinquent. Provided that your account was current at the time you downloaded an Image and you were not otherwise in breach of any of the terms hereof (or of the terms of any other agreement between you and Shutterstock), you have the right to use the downloaded Image, subject however, to these TOS. If your account becomes delinquent, your right to use any Images downloaded at any time shall automatically terminate unless all payments together with any interest thereon and Shutterstock's costs of collection, bank charges and credit card processing fees are received by Shutterstock no later than fifteen (15) days from the date that your account became delinquent.

2. Shutterstock hereby grants you a non-exclusive, non-transferable, worldwide, perpetual, right to use, modify, and reproduce Images in the following ways, subject to the limitations set forth herein and in Part II hereof:

a. On websites;

b. In print media, digital media, product packaging and software including magazines, newspapers, books (including print-on-demand books), e-books, advertising collateral, letterhead, business cards, product labels, CD and DVD cover art, applications (including mobile "apps"), and opt-in e-mail marketing, provided that no Image is reproduced more than two hundred fifty thousand (250,000) times in the aggregate, and that the Images cannot be readily unincorporated from such digital media or software;

c. Incorporated into film, video, multimedia presentations, or advertising for broadcast, public performance, or streaming provided that the intended audience consists of fewer than two hundred fifty thousand (250,000) viewers, in the aggregate;

d. Incorporated into print or digital material intended for public display, including trade show booths or point of sale materials, excluding so-called Out of Home advertising, provided that the intended audience consists of fewer than two hundred fifty thousand (250,000) viewers in the aggregate;

e. For decorative purposes solely for your own personal, non-commercial use, not for resale, download or distribution, or any other commercial use

f. If your desired use is not set forth above, or if you need to reproduce an Image more than 250,000 times, please see our Enhanced License or contact Customer Support.

3. In the event that you create a derivative work based on or incorporating one or more Images, all rights in and to such Images shall continue to be owned by Shutterstock or its Contributor(s), subject to your rights to use such Image(s) pursuant to the terms and limitations set forth herein.

4. All other rights in the Images are expressly reserved by Shutterstock for itself and its Contributors.

PART II RESTRICTIONS YOU MAY NOT:

5. Use an Image other than as specified in PART I.

6. Make images available on a digital asset management system, shared drive or the like for the purposes of sharing or transferring such images.

7. Resell, redistribute, provide access to, share or transfer any Image except as specifically provided herein. Uploading any Image to a web site at a resolution that exceeds the display resolution of the intended viewing device will be deemed to be an attempt to redistribute the Image.

8. Publicly display an Image: (a) as a standalone file in any digital format on the internet; or (b) in any digital format without imposing technical or written restrictions intended to prevent the use of such Images by third parties, unless the Image is incorporated into a design with text or other content, and the overlaid or embedded text or other such content covers an

area of at least 33% of the display size of the Image. Unless expressly permitted by this agreement, no other person may use Images which you have licensed hereunder.

9. Produce or otherwise create for resale or distribution, printed reproductions of any Image as wallpaper or wall art, on billboards, or on canvas, paper, plastic or any other medium, unless such reproduction is expressly permitted in PART I.

10. Use or display any Image on websites or in connection with any service designed to sell or induce sales of user-customized on-demand products of any kind using or incorporating Image(s), including, by way of example only, postcards, mugs, t-shirts, posters, giclee prints, wallpaper, artwork and other items.

11. Use an Image together with pornographic, defamatory, or otherwise unlawful or immoral content.

12. Use an Image in a manner that infringes upon any third party's trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition.

13. Use an Image in a way that depicts any person therein in a way that a reasonable person might find offensive - this includes, but is not limited to the use of Images: a) in pornography, "adult videos" or the like; b) in ads for tobacco products; c) in ads or promotional materials for adult entertainment clubs or similar venues, or for escort, dating or similar services; d) in connection with political endorsements; e) in advertisements or promotional materials for pharmaceutical or healthcare, herbal or medical products or services, including, but not limited to dietary supplements, digestive aids, herbal supplements, personal hygiene or birth control products; and f) uses that are defamatory, or contain otherwise unlawful, offensive or immoral content. You may not use an Image containing the likeness of a person if such use implies that the model engages in any immoral or illegal activity or suffers from a physical or mental infirmity, ailment or condition. Shutterstock offers licenses that allow for certain "sensitive" uses prohibited by this Standard License. Please contact Shutterstock Support for more information.

14. Use any Image on a social media platform or other third party website that claims to acquire rights in the Image contrary to these TOS as a result of such use. Upon Shutterstock's request, you shall immediately remove any Images from such platform or website. If you require such use, please contact Shutterstock Support.

15. Use Shutterstock Images in a manner that competes with Shutterstock's business. This includes, by way of illustration only and not by way of limitation, displaying Images in any format (including thumbnails) for download on a website, offering Shutterstock Images for sale, or including Shutterstock Images in templates of any nature, including web templates, document templates, projects or otherwise for distribution and/or sale to third parties.

16. Use Images as the basis for any individual or collection of physical or digital merchandise or promotional items, which you offer for sale, including the creation of a digital or print greeting card line based on Shutterstock Images.

17. Use an Image marked "Editorial Use Only" for commercial purposes.

18. Use any Image (in whole or in part) as a trademark, service mark, logo, or other indication of origin, or as part thereof, or to otherwise endorse or imply the endorsement of any goods and/or services.

19. Falsely represent, expressly or by way of reasonable implication, that any Image was created by you or a person other than the copyright holder(s) of that Image.

20. Stockpile or otherwise store downloaded Images that are not used within twelve (12) months of the date on which you first downloaded such Image. If you fail to use an Image within twelve (12) months from the date of your first download of that Image, you lose all rights to use that Image.

21. Use automated programs, applets, bots or the like to access the Shutterstock

Websites or any content thereon for any purpose, including, by way of example only, downloading Images, indexing or caching the content on the Shutterstock Websites.

PART III
MISCELLANEOUS

22.

Shutterstock shall be under no obligation to issue refunds under any circumstances. However, in the event that Shutterstock determines that you are entitled to a refund of all or part of the fees you paid, such refund shall only be made to the credit card account originally used by you to purchase your product. If your product was paid for by check, your refund will be made by check.

23.

"Non-transferable" as used herein means that except as specifically provided in these TOS, you may not sell, rent, load, give, sublicense, or otherwise transfer to anyone, an Image or the right to use an Image. You may however, make a one-time transfer of Images to a third party for the sole purpose of causing such third party to print and/or manufacture your goods incorporating Images subject to the terms and conditions herein. In addition, the work you produce with the Image must be used for yourself, your direct employer, client, or customer, who must be the end user of your work. You agree to take all commercially reasonable steps to prevent third parties from duplicating any Image. If you become aware of any unauthorized duplication of any Shutterstock Image(s) please notify us via email at support@shutterstock.com.

24.

If you plan on using or do use Images as part of work for a client or customer, you must keep accurate and detailed records of the use of each Image. These records must include the name of the client or customer, the Shutterstock Image number as well as the date or dates on which the Images were used. You shall deliver copies of such records to Shutterstock at Shutterstock's request.

25.

You agree to indemnify and hold Shutterstock, its officers, employees, shareholders, directors, managers, members and suppliers, harmless against any damages or liability of any kind arising from any use of the Image other than the uses expressly permitted by these TOS. You further agree to indemnify Shutterstock for all costs and expenses that Shutterstock incurs in the event that you breach any of the terms of this or any other agreement with Shutterstock.

26.

Warranties and Representations

a.

Shutterstock warrants and represents that:

i.

Unaltered Images downloaded and used in full compliance with these TOS and applicable law, will not infringe any copyright, trademark or other intellectual property right, nor will such unaltered Images violate any third parties' rights of privacy or publicity;

ii.

Unaltered Images do not and will not violate any US law, statute, ordinance, or regulation;

iii.

Unaltered Images are not and will not be defamatory, libelous, pornographic or obscene.

b.

While Shutterstock makes commercially reasonable efforts to ensure the accuracy of Image keywords and descriptions, as well as the integrity of Shutterstock's Editorial Images, Shutterstock makes no warranties and/or representations regarding such keywords, Image descriptions or Images designated "Editorial Use Only".

c.

SHUTTERSTOCK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OTHER THAN THOSE EXPRESSLY MADE IN THIS PARAGRAPH.

27.

Subject to the terms hereof, and provided that you have not breached the terms of this or any other agreement with Shutterstock, Shutterstock shall defend, indemnify, and hold you harmless up to the "Limits of Liability" (as hereinafter defined). Such indemnification shall only apply to claims for damages directly attributable to Shutterstock's breach of the foregoing warranties and representations, together with the expenses (including reasonable attorneys' fees), arising out of or directly connected to any

actual or threatened lawsuit, claim, or legal proceeding alleging that the possession, distribution, or use of Images downloaded and used by you pursuant to these TOS violate Shutterstock's warranties contained herein. This indemnification is conditioned upon you notifying Shutterstock, in writing, of any such claim or threatened claim, no later than five (5) business days from the date you know or reasonably should have known of the claim or threatened claim. Such notification must include all details of the claim then known to you (e.g., Shutterstock Image Number, a copy of the Image as used, name and contact information of person and/or entity making the claim, nature and date of alleged claim, copies of any correspondence received and/or sent in connection with the claim). The notification must be emailed or faxed to Shutterstock at counsel@shutterstock.com or 1-646-786-4782 with a hard copy to Shutterstock, Inc., Empire State Building, 350 Fifth Avenue, 21st Floor, New York, NY 10118, Attention: General Counsel, via Certified Mail, Return Receipt Requested, or overnight courier, recipient's signature required. Shutterstock shall have the right to assume the handling, settlement or defense of any claim or litigation to which this indemnification applies. You agree to cooperate with Shutterstock in the defense of any such claim and shall have the right to participate in any litigation at your own expense. Shutterstock shall not be liable for any legal fees and/or other costs incurred prior to receiving complete notification of the claim as provided herein.

28.

Notwithstanding any thing to the contrary contained herein, Shutterstock shall not be liable for any damages, costs or losses arising as a result of modifications made to Images or the context in which the Images are used by you.

29.

Shutterstock's total maximum aggregate obligation and liability to any one Customer for all claims shall be limited to Ten Thousand United States Dollars - US\$10,000.00 - (the "Limits of Liability").

30.

Any legal action or proceeding concerning the validity, interpretation and enforcement of these TOS, matters arising out of or related to these TOS or its making, performance or breach, or related matters shall be brought exclusively in the courts of the State of New York in the County of New York, or of the United States of America for the Southern District of New York, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues. The United Nations Convention on Contracts for the International Sale of Goods does not apply to or otherwise affect these TOS. The validity, interpretation and enforcement of these TOS, matters arising out of or related to these TOS or their making, performance or breach, and related matters shall be governed by the internal laws of the State of New York (without reference to choice of law doctrine). You agree that service of process in any actions, controversies and disputes arising from or relating to these TOS may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the other party however, nothing herein shall affect the right to effect service of process in any other manner permitted by law.

31.

These TOS shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. The invalidity or unenforceability of any part of these TOS shall not affect the validity or enforceability of the balance hereof.

32.

If you are entering into these TOS on behalf of your employer or other entity, you warrant and represent that you have the full right and authority to do so. In the event that you do not have such authority, you agree that you will be personally liable to Shutterstock for any breaches of the terms of these TOS.

33.

The number of Image downloads available to you is determined by the product you purchase. For the purposes of this agreement, a day is defined as the twenty four (24) hour period beginning at the time your product is purchased. A month is defined as thirty (30) consecutive days beginning on and including the date that you purchase your product.

34.

Credit Attributions and Copyright Notices for Editorial Uses of Images

a.

You shall provide a link back to www.shutterstock.com (where applicable); or provide a credit to the Shutterstock contributor and to Shutterstock in

connection with the editorial use of any Image. Such credit shall be in substantially the following form:
"Name of Artist/Shutterstock.com"

b.
In the event that an Image is used in connection with a film, television broadcast, documentary or other audio-video or multimedia project, you shall use reasonable commercial efforts to accord the Shutterstock contributor and Shutterstock a credit as provided above.

c.
The unintentional omission of the aforesaid credit will not be a breach of the terms hereof provided that Customer cures such omission following email notice from Shutterstock.

IN THE EVENT THAT YOU BREACH ANY OF THE TERMS OF THIS OR ANY OTHER AGREEMENT WITH SHUTTERSTOCK, SHUTTERSTOCK SHALL HAVE THE RIGHT TO TERMINATE YOUR ACCOUNT WITHOUT FURTHER NOTICE. SUCH TERMINATION SHALL BE IN ADDITION TO SHUTTERSTOCK'S OTHER RIGHTS AT LAW AND/OR EQUITY. SHUTTERSTOCK SHALL BE UNDER NO OBLIGATION TO REFUND ANY FEES PAID BY YOU IN THE EVENT THAT YOUR ACCOUNT IS TERMINATED BY REASON OF A BREACH ANY SUCH BREACH OR BREACHES.

SHUTTERSTOCK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OTHER THAN THOSE EXPRESSLY MADE IN PARAGRAPH 26 HEREOF, AS TO THE LEGALITY OR VALIDITY OF YOUR USE OF ANY IMAGE OR OF ANY RELEASE ASSOCIATED WITH AN IMAGE. THE IMAGES, AND ANY STORAGE MEDIA AND ACCOMPANYING MATERIALS (IF APPLICABLE), ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

SHUTTERSTOCK GRANTS NO RIGHTS AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE OF ANY NAMES, TRADEMARKS, SERVICE MARK, LOGOTYPES, COPYRIGHTED DESIGNS OR WORKS OF ART OR ARCHITECTURE DEPICTED IN ANY IMAGE. IT IS YOUR RESPONSIBILITY TO ASSURE THAT ALL NECESSARY RIGHTS, CONSENTS, OR PERMISSIONS THAT MAY BE REQUIRED FOR YOUR USE OF ANY IMAGES ARE OBTAINED. SHUTTERSTOCK CONTRIBUTORS UPLOAD IMAGES TO THE SHUTTERSTOCK WEBSITES AND WARRANT THAT THEY HAVE ALL RIGHTS REQUIRED TO DO SO AND TO ENABLE SHUTTERSTOCK TO GRANT THE RIGHTS IT GRANTS IN THIS AGREEMENT.

SHUTTERSTOCK DOES NOT WARRANT THAT THE IMAGE(S), SHUTTERSTOCK WEBSITES, OR OTHER MATERIALS, WILL MEET YOUR REQUIREMENTS OR THAT USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE AND USE OF THE IMAGE(S) IS SOLELY WITH YOU.

YOU UNDERSTAND THAT YOU SHOULD SEEK COMPETENT COUNSEL BEFORE USING IMAGES ON OR IN CONNECTION WITH ANY GOODS OR SERVICES OR FOR ANY OTHER COMMERCIAL PURPOSES.

EXCEPT AS SPECIFICALLY PROVIDED IN PARAGRAPH 27 HEREOF, IN NO EVENT, SHALL SHUTTERSTOCK'S TOTAL AGGREGATE LIABILITY TO YOU, OR TO ANY THIRD PARTY CLAIMING THROUGH YOU, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SHUTTERSTOCK WEBSITES AND/OR IMAGE(S) CONTAINED THEREON (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE MONETARY AMOUNT ACTUALLY RECEIVED BY SHUTTERSTOCK FROM YOU FOR YOUR USE OF THE APPLICABLE IMAGE(S).

NEITHER SHUTTERSTOCK NOR ANY OF ITS OFFICERS, EMPLOYEES MANAGERS, MEMBERS, SHAREHOLDERS, DIRECTORS OR SUPPLIERS SHALL BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF YOUR USE OF THE IMAGE(S), SHUTTERSTOCK'S BREACH OF THIS AGREEMENT, OR OTHERWISE, UNLESS EXPRESSLY PROVIDED FOR HEREIN, EVEN IF SHUTTERSTOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. IN NO EVENT, SHALL SHUTTERSTOCK'S TOTAL AGGREGATE LIABILITY TO YOU, OR TO ANY THIRD PARTY CLAIMING THROUGH YOU, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SHUTTERSTOCK WEBSITES AND/OR IMAGE(S) CONTAINED THEREON (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE LIMITS OF LIABILITY.

IN THE EVENT THAT YOU USE FRAUDULENT CREDIT CARD INFORMATION TO OPEN AN ACCOUNT OR OTHERWISE ENGAGE IN ANY CRIMINAL ACTIVITY AFFECTING SHUTTERSTOCK, SHUTTERSTOCK WILL PROMPTLY FILE A COMPLAINT WITH www.ic3.gov, THE INTERNET CRIME COMPLAINT CENTER, A PARTNERSHIP BETWEEN THE FEDERAL BUREAU OF INVESTIGATION (FBI) AND THE NATIONAL WHITE COLLAR CRIME CENTER.

Effective 16 September, 2013

Example 32.1. Shutterstock License

33. Sun License

Copyright (c) 1995 - 2008 Sun Microsystems, 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 Sun Microsystems 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.

Example 33.1. Sun License

34. W3C JTidy License

Java HTML Tidy - JTidy HTML parser and pretty printer

Copyright (c) 1998-2000 World Wide Web Consortium (Massachusetts Institute of Technology, Institut National de Recherche en Informatique et en Automatique, Keio University). All Rights Reserved.

Contributing Author(s):

Dave Raggett <dsr@w3.org>
Andy Quick <ac.quick@sympatico.ca> (translation to Java)
Gary L Peskin <garyp@firstech.com> (Java development)
Sami Lempinen <sami@lempinen.net> (release management)

The contributing author(s) would like to thank all those who helped with testing, bug fixes, and patience. This wouldn't have been possible without all of you.

COPYRIGHT NOTICE:

This software and documentation is provided "as is," and the copyright holders and contributing author(s) make no representations or warranties, express or implied, including but not limited to, warranties of merchantability or fitness for any particular purpose or that the use of the software or documentation will not infringe any third party patents, copyrights, trademarks or other rights.

The copyright holders and contributing author(s) will not be liable for any direct, indirect, special or consequential damages arising out of any use of the software or documentation, even if advised of the possibility of such damage.

Permission is hereby granted to use, copy, modify, and distribute this source code, or portions hereof, documentation and executables, for any purpose, without fee, subject to the following restrictions:

1. The origin of this source code must not be misrepresented.
2. Altered versions must be plainly marked as such and must not be misrepresented as being the original source.
3. This Copyright notice may not be removed or altered from any source or altered source distribution.

The copyright holders and contributing author(s) specifically permit, without fee, and encourage the use of this source code as a component for supporting the Hypertext Markup Language in commercial products. If you use this source code in a product, acknowledgment is not required but would be appreciated.

Example 34.1. W3C JTidy License

35. Microsoft Software License Terms

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT JDBC DRIVER 4.2 FOR SQL SERVER

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

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

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

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

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

1. INSTALLATION AND USE RIGHTS.

a. Installation and Use.

i. You may install and use any number of copies of the software on your devices.

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

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

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed

by applicable law, despite this limitation;

- publish the software for others to copy;
- rent, lease or lend the software;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

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

4. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.

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

6. APPLICABLE LAW.

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

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

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

8. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

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

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

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

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

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

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

Cette limitation concerne :

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

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

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

Example 35.1. Microsoft Software License Terms