## **HP Service Test**

for the Microsoft Windows operating system

Software Version: 9.10

Open Source and Third-Party Software License Agreements

Document Release Date: February 2010 Software Release Date: January 2008



### **Legal Notices**

#### Warranty

The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein. The information contained herein is subject to change without notice.

#### Restricted Rights Legend

Confidential computer software. Valid license from HP required for possession, use or copying. Consistent with FAR 12.211 and 12.212, Commercial Computer Software, Computer Software Documentation, and Technical Data for Commercial Items are licensed to the U.S. Government under vendor's standard commercial license.

#### Copyright Notices

© Copyright 2010 Hewlett-Packard Development Company, L.P.

#### Trademark Notices

- Adobe® is a trademark of Adobe Systems Incorporated.
- Java<sup>TM</sup> is a U.S. trademark of Sun Microsystems, Inc.
- Microsoft and Windows are U.S. registered trademarks of Microsoft Corporation.

### **Documentation Updates**

The title page of this document contains the following identifying information:

- Software Version number, which indicates the software version.
- Document Release Date, which changes each time the document is updated.
- Software Release Date, which indicates the release date of this version of the software.

To check for recent updates or to verify that you are using the most recent edition of a document, go to: http://h20230.www2.hp.com/selfsolve/manuals

This site requires that you register for an HP Passport and sign-in. To register for an HP Passport ID, go to: http://h20229.www2.hp.com/passport-registration.html

Or click the **New users - please register** link on the HP Passport login page.

You will also receive updated or new editions if you subscribe to the appropriate product support service. Contact your HP sales representative for details.

### **HP Software Support**

Visit the HP Software support web site at: www.hp.com/go/hpsoftwaresupport

The web site provides contact information and details about the products, services, and support that HP Software & Solutions offers. It provides customer self-solve capabilities, and is a fast and efficient way to access interactive technical support tools needed to manage your business. As a valued support customer, you can benefit by using the web site to:

- Search for knowledge documents of interest
- Submit and track support cases and enhancement requests
- Download software patches
- Manage a support contract
- Look up HP support contracts
- Review information about available services

- Enter into discussions with other software customers
- Research and register for software training

To find more information about access levels, go to: http://h20230.www2.hp.com/new\_access\_levels.jsp

# Contents

5
5
5
6
10
10
10
10
11
15
16
18
18
18
.19

# **Open Source Licenses**

HP acknowledges the use of the following open source components.

### **PuTTY**

HP Service Test contains PuTTY software, which is copyright 1997-2004 Simon Tatham, and to which the following notices apply:

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

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

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

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL SIMON TATHAM 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.

## lcc Retargetable C Compiler

Service Test generates standard C code that can be compiled with any ANSI C compiler. However, for the convenience of our customers we have provided a C Interpreter for running the generated code, without charge. The cci executable which is the front end of the interpreter is based on the freely available "lcc Retargetable C Compiler" by Christopher Fraser and David Hanson, and is covered by the icc Copyright included in the "Creating Virtual Users" guide. Any bugs in cci should be reported to HP.

The author's copyright notice is below.

THIS SOFTWARE IS BEING PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY. IN PARTICULAR, NEITHER THE AUTHORS NOR HP MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND CONCERNING THE MERCHANTABILITY OF THIS SOFTWARE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

The authors of this software are Christopher W. Fraser and David R. Hanson.

Copyright (c) 1991,1992,1993,1994,1995 by AT&T, Christopher W. Fraser, and David R. Hanson. All Rights Reserved.

Permission to use, copy, modify, and distribute this software for any purpose, subject to the provisions described below, without fee is hereby granted, provided that this entire notice is

included in all copies of any software that is or includes a copy or modification of this software and in all copies of the supporting documentation for such software.

THIS SOFTWARE IS BEING PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY. IN PARTICULAR, NEITHER THE AUTHORS NOR AT&T MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND CONCERNING THE MERCHANTABILITY OF THIS SOFTWARE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

lcc is not public-domain software, shareware, and it is not protected by a `copyleft` agreement, like the code from the Free Software Foundation. lcc is available free for your personal research and instructional use under the `fair use' provisions of the copyright law. You may, however, redistribute the lcc in whole or in part provided you acknowledge its source and include this COPYRIGHT file.

You may not sell lcc or any product derived from it in which it is a significant part of the value of the product. Using the lcc front end to build a C syntax checker is an example of this kind of product.

You may use parts of lcc in products as long as you charge for only those components that are entirely your own and you acknowledge the use of lcc clearly in all product documentation and distribution media. You must state clearly that your product uses or is based on parts of lcc and that lcc is available free of charge. You must also request that bug reports on your product be reported to you. Using the lcc front end to build a C compiler for the Motorola 88000 chip and charging for and distributing only the 88000 code generator is an example of this kind of product.

Using parts of lcc in other products is more problematic. For example, using parts of lcc in a C++ compiler could save substantial time and effort and therefore contribute significantly to the profitability of the product. This kind of use, or any use where others stand to make a profit from what is primarily our work, is subject to negotiation.

Chris Fraser / cwf@research.att.com, David Hanson / drh@cs.princeton.edu

Fri Jun 17 11:57:07 EDT 1994

### **GNU C Pre Processor**

The C pre-processor provided with Service Test is the GNU C Pre Processor. It is distributed in accordance with Version 2 of the GNU GENERAL PUBLIC LICENSE. The text of the GNU GENERAL PUBLIC LICENSE follows:

GNU GENERAL PUBLIC LICENSE Version 2, June 1991

Copyright (C) 1989, 1991 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.

#### **PREAMBLE**

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free

software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things. To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it. For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software. Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

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

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

- 0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you". Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.
- 1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program. You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.
- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there

is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.) These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it. Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program. In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

- 3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following: a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or, b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or, c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.) The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable. If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.
- 4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions

on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program. If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances. It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice. This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.
- 8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.
- 10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

#### NO WARRANTY

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

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

END OF TERMS AND CONDITIONS

## UtilityLibrary

This product includes software from UtilityLibrary by Alex Kucherenko (http://www.codeproject.com/cs/miscctrl/ak\_wizard.asp)

### **DockPanel Suite**

This product includes software from DockPanel Suite by Weifen Luo (http://sourceforge.net/projects/dockpanelsuite/)

## SNMP++ shared library

Copyright (c) 1996

Hewlett-Packard Company

ATTENTION: USE OF THIS SOFTWARE IS SUBJECT TO THE FOLLOWING TERMS.

Permission to use, copy, modify, distribute and/or sell this software and/or its documentation is hereby granted without fee. User agrees to display the above copyright notice and this license notice in all copies of the software and any documentation of the software. User agrees to assume all liability for the use of the software; Hewlett-Packard makes no representations about the suitability of this software for any purpose. It is provided "AS-IS without warranty of any kind, either express or implied. User hereby grants a royalty-free license to any and all derivatives based upon this software code base.

This product includes software developed by the Apache Software Foundation (http://www.apache.org/) licensed to you for use under Apache License, Version 2.0 (the "License"). You may obtain a copy of the License at http://www.apache.org/licenses/LICENSE-2.0.

Portions of this software were developed at the National Center for Supercomputing Applications (NCSA) at the University of Illinois at Urbana-Champaign.

This software contains code derived from the RSA Data Security Inc. MD5 Message-Digest Algorithm, including various modifications by Spyglass Inc., Carnegie Mellon University, and Bell Communications Research, Inc (Bellcore).

### **PCRE**

Regular expression support is provided by the PCRE library package, which is open source software, written by Philip Hazel, and copyright by the University of Cambridge, England. The original software is available from

ftp://ftp.csx.cam.ac.uk/pub/software/programming/pcre/.

ICU License - ICU 1.8.1 and later

#### COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1995-2002 International Business Machines Corporation and others All rights reserved.

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

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

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

All trademarks and registered trademarks mentioned herein are the property of their respective owners.

### Microsoft SQL Server Redistributable

ADDENDUM TO END USER LICENSE AGREEMENT (EULA) FOR MICROSOFT SOFTWARE

IMPORTANT: READ CAREFULLY - The software accompanying this supplemental end user license agreement ("Supplemental EULA"), including any "online" or electronic documentation (collectively, "UPDATE SOFTWARE"), is provided to you as part of Microsoft Visual Studio or one of the other Microsoft development tool products listed below, and as such is subject to the terms and conditions of this Supplemental EULA and the terms and conditions of the EULA under which you have previously licensed one of the Microsoft products listed below (the EULA for any such product, a "Visual Tool EULA").

The products that may be affected by this Supplemental EULA are (each, a "Visual Tool Product"): the Microsoft Developer Network Subscription Program ("MSDN"), or version 6.0 or later of Visual Studio, Visual Basic, Visual C++, Visual J++, Visual InterDev, or Visual FoxPro.

BY INSTALLING, COPYING OR OTHERWISE USING THE UPDATE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE VISUAL TOOL EULA AND THIS SUPPLEMENTAL EULA. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT INSTALL, COPY OR OTHERWISE USE THE UPDATE SOFTWARE.

NOTE 1: IF YOU DO NOT HAVE A VALID VISUAL TOOL EULA, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE UPDATE SOFTWARE AND YOU HAVE NO RIGHTS UNDER THIS SUPPLEMENTAL EULA.

NOTE 2: THE TERMS AND CONDITIONS OF THIS SUPPLEMENTAL EULA SUPERCEDE THE TERMS OF ANY END USER LICENSE AGREEMENT CONTAINED ELSEWHERE IN THE UPDATE SOFTWARE.

Capitalized terms used in this Supplemental EULA and not otherwise defined herein shall have the meanings assigned to them in the Visual Tool EULA.

- I. General.
- 1. The UPDATE SOFTWARE is provided to you by Microsoft to update, supplement, or replace existing functionality of the SOFTWARE PRODUCT. For purposes of this Supplemental EULA, the UPDATE SOFTWARE shall be deemed part of the "SOFTWARE PRODUCT," and as such, all rights and restrictions assigned to the SOFTWARE PRODUCT under the Visual Tool EULA apply to the UPDATE SOFTWARE. Microsoft grants you a license to use the UPDATE SOFTWARE under the terms and conditions of the Visual Tool EULA (hereby incorporated by reference) and the terms and conditions set forth in this Supplemental EULA, provided that you comply with all such terms and conditions. To the extent that any terms in this Supplemental EULA conflict with terms in the Visual Tool EULA, the terms of this Supplemental EULA control solely with respect to the UPDATE SOFTWARE.
- 2. The UPDATE SOFTWARE consists of the following: (1) Microsoft SQL Server Developer Edition; and (2) Microsoft Data Engine technology software.
- II. Additional Rights and Limitations
- 1. Installation and General Grant of License.
- a. For each valid Visual Tool EULA you have acquired, you are granted one license to the UPDATE SOFTWARE (i.e., on a one-for-one basis). Your use of the UPDATE SOFTWARE is subject to the terms and conditions of both this Supplemental EULA and the Visual Tool EULA. Note regarding calculation of Visual Tool EULAs for Visual Studio and MSDN: Visual Studio and MSDN contain multiple components, including Microsoft developer products that may be individually listed above as a "Visual Tool Product;" however, Visual Studio and MSDN are each licensed as a single product under a single Visual Tool EULA, as such for purposes of this Supplemental EULA may not serve as the basis for multiple Visual Tool EULAs.
- b. Microsoft retains all right, title and interest in and to the UPDATE SOFTWARE. All rights not expressly granted are reserved by Microsoft.
- 2. Microsoft SQL Server Developer Edition ("SQL Dev Software").
- a. General. The SQL Dev Software consists of software programs that provide services on a computer called a server ("Server Software;" the computer running the Server Software shall be referred to as the "Server") and software programs that allow a computer, workstation terminal, handheld PC, pager, telephone, "smart phone," or other electronic device (each of the foregoing, a "Device") to access or utilize the services or functionality provided by the Server Software ("Client Software").

If you are an individual, Microsoft grants to you as an individual a personal, nonexclusive license to make and use copies of the SQL Dev Software in accordance with the terms of this Supplemental EULA, provided that you are the only individual using the SQL Dev Software. If you are an entity, Microsoft grants to you a personal, nonexclusive license to make and use copies of the SQL Dev Software in accordance with the terms of this Supplemental EULA, provided that you designate one individual in your organization who will be the only individual using the SQL Dev Software.

b. Server Software. Solely for purposes of designing, developing and testing your software product(s): (i) you may make, use and install the Server Software on a single Server; all components of the Server Software may only be installed and used on one and the same Server; (ii) you may allow maximum of five users to access and use the Server Software; and

(iii) you may allow an unlimited number of simultaneous connections to be made to access the services of the Server Software.

The media on which the Server Software resides may contain several versions of the Server Software, each of which is compatible with a different microprocessor architecture (such as the x86 architecture or various RISC architectures). These multiple-architecture versions may be installed and used on different Servers solely for use by a licensed end user (as described in Section 2.a. above). The Server Software may not be used as the software on the server that supports your development of software product(s) (e.g., as a repository for source code). You may not disclose the results of any benchmark test of either the Server Software or Client Software to any third party without Microsoft's prior written approval.

- c. Client Software. You may make, use and install the Client Software on an unlimited number of Devices solely for use in accordance with Section 2.b. above.
- d. Redistributable Code-Additional License Rights.

In addition to the rights granted above, Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the files listed in the REDIST.TXT file of the SQL Dev Software ("SQL Redistributable Code"), provided that you also comply with the terms of Section 4.a. of this Supplemental EULA.

- 3. Microsoft Data Engine ("MSDE") Technology. Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of MSDE, provided that you comply with Section 4 of this Supplemental EULA.
- 4. Redistribution Requirements.
- a. General Requirements. If you choose to redistribute the SQL Redistributable Code and/or MSDE, you agree: i. to distribute MSDE in object code form and only in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the SOFTWARE PRODUCT ("Licensed Product");
- ii. not to use Microsoft's name, logo, or trademarks to market the Licensed Product;
- iii. to include a valid copyright notice on the Licensed Product;

iv. to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Licensed Product;

- v. to otherwise comply with the terms of this Supplemental EULA; and
- vi. that Microsoft reserves all rights not expressly granted.

You also agree not to permit further distribution of the MSDE by your end users except: (1) you may permit further redistribution of the MSDE by your distributors to your end-user customers if your distributors only distribute the MSDE in conjunction with, and as part of, the Licensed Product and you and your distributors comply with all other terms of this Supplemental EULA

- b. Additional Requirements for MSDE. If you choose to redistribute MSDE, you also agree:
- i. that your Licensed Product shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and
- ii. that unless your Licensed Product requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an

accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

DISCLAIMER OF WARRANTIES. To the maximum extent permitted by applicable law, Microsoft and its suppliers provide the UPDATE SOFTWARE and any (if any) support services related to the UPDATE SOFTWARE ("Support Services") AS IS AND WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the UPDATE SOFTWARE, and the provision of or failure to provide Support Services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE PRODUCT. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCT AND SUPPORT SERVICES, IF ANY, REMAINS WITH YOU.

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

LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Microsoft and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the UPDATE SOFTWARE or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

#### Miscellaneous

If you acquired this product in the United States, this EULA is governed by the laws of the State of Washington. If this product was acquired outside the United States, then local laws may apply.

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please contact the Microsoft subsidiary serving your country, or write: Microsoft Sales

Information Center/One Microsoft Way/Redmond, WA 98052-6399.

Si vous avez acquis votre produit Microsoft au CANADA, le texte suivant vous concerne:

EXCLUSION DE GARANTIE. DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, MICROSOFT ET SES FOURNISSEURS VOUS FOURNISSENT LES "UPDATE SOFTWARE", AINSI QUE, LE CASO CHANT, TOUT SERVICE D'ASSISTANCE RELATIFO CES "UPDATE SOFTWARE" (LES "SERVICES D'ASSISTANCE"), « COMME TELS ET AVEC TOUS LEURS DEFAUTS ». EN OUTRE, MICROSOFT ET SES FOURNISSEURS EXCLUENT PAR LES PRSENTES TOUTE AUTRE GARANTIE LGALE, EXPRESSE OU IMPLICITE, RELATIVE AUX "UPDATE SOFTWARE" ET AUX SERVICES D'ASSISTANCE, NOTAMMENT (LE CASO CHANT), TOUTE GARANTIE : DE PROPRIT;

D'ABSENCE DE CONTREFAÇON, DE QUALIT, D'ADAPTATIONÇ UN USAGE PARTICULIER, D'ABSENCE DE VIRUS, DE PRCISION, D'EXHAUSTIVIT DES RPONSES, DES RSULTATS OBTENUS, D'ABSENCE DE NGLIGENCE, OU DE DFAUT DE FABRICATION, DE JOUISSANCE PAISIBLE, D'ABSENCE DE TROUBLE DE POSSESSION ET DE CONFORMITÇ LA DESCRIPTION. VOUS ASSUMEZ L'ENSEMBLE DES RISQUES DCOULANT DE L'UTILISATION OU DU FONCTIONNEMENT DES "UPDATE SOFTWARE" ET DES SERVICES D'ASSISTANCE.

EXCLUSION DE RESPONSABILIT POUR LES DOMMAGES ACCESSOIRES, INDIRECTS ET CERTAINS AUTRES TYPES DE DOMMAGES. DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, MICROSOFT OU SES FOURNISSEURS NE POURRONT EN AUCUN CASO TRE TENUS RESPONSABLES DE TOUT DOMMAGE SPCIAL, ACCESSOIRE, INCIDENT OU INDIRECT DE QUELQUE NATURE QUE CE SOIT (Y COMPRIS, MAIS NON DE FACON LIMITATIVE, LES PERTES DE BNFICES, PERTES

D'INFORMATIONS CONFIDENTIELLES OU AUTRES INFORMATIONS, INTERRUPTIONS D'ACTIVIT; PRJUDICES CORPORELS, ATTEINTES

LA VIE PRIVE, MANQUEMENT

TOUTE OBLIGATION (NOTAMMENT L'OBLIGATION DE BONNE FOI ET DE DILIGENCE), NGLIGENCE, ET POUR TOUTE PERTE PCUNIAIRE OU AUTRE DE QUELQUE NATURE QUE CE SOIT), RSULTANT DE, OU RELATIFS A, L'UTILISATION OU L'IMPOSSIBILIT D'UTILISER LES "UPDATE SOFTWARE" OU LES SERVICES D'ASSISTANCE, OU LA FOURNITURE OU LE DFAUT DE FOURNITURE DES SERVICES D'ASSISTANCE, OU AUTREMENT EN VERTU DE, OU RELATIVEMENT A, TOUTE DISPOSITION DE CE CLUF SUPPLMENTAIRE, MME SI LA SOCIT MICROSOFT OU UN QUELCONQUE FOURNISSEUR A T'PRVENU DE L'VENTUALIT DE TELS DOMMAGES.

LIMITATION DE RESPONSABILIT ET RECOURS. NONOBSTANT TOUT DOMMAGE QUE VOUS POURRIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT TOUS LES DOMMAGES NUMRS CI-DESSUS ET TOUS LES DOMMAGES DIRECTS OU GNRAUX), L'ENTIÇRE RESPONSABILIT DE MICROSOFT ET DE L'UN QUELCONQUE DE SES FOURNISSEURS AU TITRE DE TOUTE STIPULATION DE CE CLUF SUPPLMENTAIRE ET VOTRE SEUL RECOURS EN CE QUI CONCERNE TOUS LES DOMMAGES PRCITS NE SAURAIENT EXCDER LE MONTANT QUE VOUS AVEZ EFFECTIVEMENT PAY POUR LES "UPDATE SOFTWARE" OU 5 DOLLARS US (US\$ 5.00), SELON LE PLUSO LEV DES DEUX MONTANTS. LES PRSENTES LIMITATIONS ET EXCLUSIONS DEMEURERONT APPLICABLES DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE QUAND BIEN MME UN QUELCONQUE REMODEO UN QUELCONQUE MANQUEMENT NE PRODUIRAIT PAS D'EFFET.

La prisente Convention est rigie par les lois de la province d'Ontario, Canada. Chacune des parties x la prisente reconnant irrivocablement la compitence des tribunaux de la province d'Ontario et consent x instituer tout litige qui pourrait d'couler de la prisente auprus des tribunaux situis dans le district judiciaire de York, province d'Ontario.

Au cas ow vous auriez des questions concernant cette licence ou que vous d'siriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, , ou 'crire ' : Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.

## Berkeley DB

This product includes software that is copyright (c) 1990-2004 Sleepycat Software. All rights reserved.

This product includes software that is copyright (c) 1990, 1993, 1994, 1995 The Regents of the University of California. All rights reserved.

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

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

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

This product includes software that is copyright (c) 1995, 1996 The President and Fellows of Harvard University. All rights reserved.

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

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

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

### Host Resolution Functions

Host Resolution Functions Copyright Agreement

Copyright (c) 1980, 1983, 1985, 1987, 1988, 1989, 1990, 1993

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

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

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

This product includes software developed by the University of California, Berkeley and its contributors.

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

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

Portions Copyright (c) 1993 by Digital Equipment Corporation.

Permission to use, copy, modify, and 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, and that the name of Digital Equipment Corporation not be used in advertising or publicity pertaining to distribution of the document or software without specific, written prior permission.

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

Copyright (c) 1996 by Internet Software Consortium.

Permission to use, copy, modify, and 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 INTERNET SOFTWARE CONSORTIUM DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL INTERNET SOFTWARE CONSORTIUM 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.

## SMSC Relay SDK

SMSC Relay SDK Copyright © 2003-2006 TOPS (www.tops.com.pl)

### Xerces-C

HP Service Test 9.10 includes software called xerces-c(version 2.7) developed by The Apache Software Foundation (http://www.apache.org/) licensed to you for use under Apache License, Version 2.0 (the "License"). You may obtain a copy of the License at http://www.apache.org/licenses/LICENSE-2.0.

## **CACE Technologies**

Copyright (c) 1999 - 2005 NetGroup, Politecnico di Torino (Italy).

Copyright (c) 2005 - 2006 CACE Technologies, Davis (California).

All rights reserved.

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

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. Neither the name of the Politecnico di Torino, CACE Technologies 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.

This product includes software developed by the University of California, Lawrence Berkeley Laboratory and its contributors.

# Third-Party Licenses

HP acknowledges the use of the following third-party components.

ActivePerl by ActiveState

BCGControlBar by BCGSoft

BugTrapper Agent by MuTek

Crystal reports by Business Objects

Dundas Chart for ASP.NET Professional by Dundas

Dundas Chart for Windows Forms Professional by Dundas

DynaZIP by innerMedia

Infragistics for Win Client by Infragistics

Infragistics NetAdvantage for Win Client by Infragistics

IPP by Intel

J-Integra by Intrinsyc

MQTester by MetaStorm

SDL Suite Epina

SlickEdit by SlickEdit

TeeChart by Steema

Xtra Tree List by DevExpress

XtraGrid by DevExpress

XUpload by Persist Software

yFIles.NET library by YWORK