

# HP Service Health Reporter

for the Windows operating system

Software Version: 9.20

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**Maintainer:** Jason Hunter and Brett McLaughlin, JDOM.org

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# SAX

HP acknowledges the use of the following open source components that are provided under this license:

- SAX

**URL:** <http://www.saxproject.org>

**License text:** SAX LICENSE

This license applies to all interfaces and classes in the org/xml/sax hierarchy.

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# Third-Party Licenses

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

## SAP BusinessObjects

**Version:** 3.1

**License text:**

### **BUSINESS OBJECTS LICENSE AGREEMENT**

#### **BUSINESS OBJECTS ENTERPRISE XI 3.1 SUITE**

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- 13. GENERAL.** Except as otherwise preempted by United States federal law, this Agreement is governed by the laws of the Commonwealth of Pennsylvania, United States, without reference to conflict of laws provisions and the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement constitutes the entire agreement between you and Business Objects, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this Agreement. In the event you and Business Objects have executed a mutually agreed upon a separately Master Software License Agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA may govern your use of the Software and the terms of this Agreement shall be superseded by the MSLA. The product name for the Software is a trademark or registered trademark of Business Objects. Should you have questions concerning this License Agreement, please contact your local Business Objects sales office or authorized reseller, or write to: Business Objects, Attn: Contracts Department, 3030 Orchard Parkway, San Jose, CA 95134.
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**Australia:**

**a) Limited Warranty and Remedy (Section 8):** *The following is added:*

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

**b) Limitation of Liability (Section 9):** *The following is added:*

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2. UNDER NO CIRCUMSTANCES IS BUSINESS OBJECTS, OR ANY OF ITS SOFTWARE DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by Business Objects but also to the activities performed by its suppliers and Software developers, and represents the maximum amount for which Business Objects as well as its suppliers and Software developers, are collectively responsible. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Business Objects is legally liable.

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#### **Brazil**

**a) Warranty (Section 8):** *The following replaces the terms of this section in its entirety:*

(a) Business Objects warrants to you that: (i) for a period of six (6) months from delivery of the Software, the Software will substantially conform to the functional description set forth in the standard documentation accompanying the Software; and (ii) for a period of six (6) months from delivery the physical media (e.g., CD-ROM), such physical media will be free from defects in materials and workmanship. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. You understand and agree that the state of the art does not allow the development of bug free of software. As a consequence Business Objects cannot warrant that the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.

(b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at Business Objects' option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by Business Objects only if you give Business Objects written notice of any breach of the above-stated limited warranty, within thirty (30) days of delivery of the Software.

(c) LICENSEE UNDERSTANDS AND AGREES THAT THE STATE OF THE ART DOES NOT ALLOW THE DEVELOPMENT OF BUG FREE SOFTWARE AND THAT THE SOFTWARE HAS BEEN DEVELOPED FOR THE USE OF BUSINESS SOFTWARE GENERAL CUSTOMERS. THEREFORE, EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 7, BUSINESS OBJECTS AND ITS

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**b) Limitation of Liability (Section 9):** *the following replaces the terms of this section in its entirety:*

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**c) General (Section 13)** *The following replaces the word "Pennsylvania":*

Brazil

**Germany and Austria**

**a) Warranty (Section 8):** *The following replaces the terms of this section in its entirety:*

Business Objects warrants that the Software provides the functionalities set forth in the associated documentation ("Documented Functionalities") for the Limited Warranty Period following receipt of the Software when used on the recommended hardware configuration. Limited Warranty Period means one year if you are a business user and two years if you are not a business user. Non-substantial variation from the Documented Functionalities does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO YOU FREE OF CHARGE (FOR EXAMPLE, UPDATES, PRE-RELEASE, EVALUATION, OR NFR) OR SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATION CAUSED A DEFECT. To make a warranty claim, you must return, at Business Objects expense, the Software and proof of purchase to the company from whom you obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, Business Objects is entitled, by

way of re-performance and at its own discretion, to repair or replace the Software. If that fails, you are entitled to a reduction of the purchase price or to cancel the purchase agreement.

**b) Limitation of Liability (Section 9):** *the following paragraph is added to this Section:*

The limitations and exclusions specified in this Section will not apply to damages caused by Business Objects' intentional or by gross negligence. In addition, Business Objects shall be responsible up to the amount of the typically foreseeable damages from any damage which has been caused by Business Objects or its agents due to the slightly negligent breach of a material contractual duty. This limitation of liability shall apply to all damage claims, irrespective of the legal basis there of and in particular, to any pre-contractual or auxiliary contractual claims. This limitation of liability shall not, however, apply to any mandatory statutory liability under the product liability act nor to any damage which is caused due to the breach of an express warranty to the extent the express warranty was intended to protect you from the specific damage incurred. This clause shall not be intended to limit liability where the extent of liability is provided by mandatory law.

**c) General (Section 13):** *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

**Italy**

**a) Limitation of Liability (Section 9):** *the following replaces the terms of this section in its entirety:*

Apart from damages arising out of gross negligence or willful misconduct for which Business Objects may not limit its liability, Business Objects' liability for direct and indirect damages related to the original or further defects of the Software, or related to the use or the nonuse of the Software or related to any case whatsoever for breach of the Agreement, shall be limited to the fees paid by you to Business Objects for the Software or for the part of the Software upon which the damages were based.

**b) General (Section 13):** *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

**United Kingdom**

**c) General (Section 13):** *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of England and Wales, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to the Contracts Rights of Third Parties) Act 1999 or otherwise in favour of any person not a party hereto.

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# DataDirect JDBC/ODBC driver

**Version:** 1.8.1

**License text:**

ICU License - ICU 1.8.1 and later

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