



Operations Manager i

Software Version: 10.63

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- browserify-zlib 0.1.4
- browserslist 1.0.1
- buffer 3.5.1
- buffer-crc32 0.2.5
- buffermaker 1.2.0
- buffers 0.1.1
- bufferutil 1.3.0
- buffer-writer 1.0.0
- bunyan 1.5.1
- busboy 0.2.11
- bytes 2.1.0
- BxSlider 4.1.1
- callsite 1.0.0
- camelcase 1.2.1
- camelcase-keys 1.0.0
- caniuse-db 1.0.3
- chai 2.3.0
- chainsaw 0.1.0
- chalk 1.1.1
- cheerio.js 0.22.0
- chokidar 1.7.0
- clean-css 3.3.9
- cli 0.11.1
- cli-table 0.3.1
- clone 1.0.2
- coa 1.0.1
- codemirror 5.30.0
- colormin 1.0.7
- colors 1.1.2
- colr-convert 1.0.5
- combined-stream 1.0.5
- commander 2.9.0
- comment-parser
- component-bind 1.0.0
- component-emitter 1.1.2
- component-inherit 0.0.3
- compressible 2.0.6
- compression 1.7.1
- concat-map 0.0.1
- connect 3.6.5
- connect-query 1.0.0
- connect-redis 3.3.2
- connect-route 0.1.5
- connect-static 1.5.0

- console-browserify 1.1.0
- constants-browserify 0.0.1
- content-disposition 0.5.0
- content-type 1.0.1
- cookie 0.2.3
- cookie-parser 1.4.3
- cookies 0.5.0
- cookie-session 1.2.0
- cookie-signature 1.0.6
- core-util-is 1.0.1
- crc 3.3.0
- crc32-stream
- cron 1.1.0
- crypto 2.5.3
- crypto-browserify 3.2.8
- csrf 3.0.0
- css-color-names 0.0.3
- cssesc 0.1.0
- cssnano 3.4.0
- css-selector-tokenizer 0.5.4
- csurf 1.9.0
- ctype 0.5.3
- d 0.1.1
- dashdash 1.10.1
- dateformat 1.2.3
- date-now 0.1.4
- Daterangepicker 2.0.9
- debounce 0.0.3
- debug 2.6.9
- decamelize 1.1.1
- deep-eql 0.1.3
- defined 1.0.0
- delayed-stream 1.0.0
- depd 1.1.0
- destroy 1.0.3
- dicer 0.2.3
- domain-browser 1.1.7
- domelementtype 1.3.0
- domhandler 2.3.0
- dom-serializer 0.1.0
- domutils 1.5.1
- double-ended-queue 2.1.0-0
- Dropwizard 3.1.2
- editions 1.1.0
- ee-first 1.1.1
- ejs 0.8.8
- element-resize-detector 1.1.12
- end-of-stream 0.1.5
- engine.io 1.5.4

- engine.io-client 1.5.4
- engine.io-parser 1.2.2
- enhanced-resolve 0.9.1
- ermo 0.1.4
- es5-ext
- es6-iterator
- es6-map
- es6-promise 2.1.1
- es6-set
- es6-symbol
- es6-weak-map
- escape-html 1.0.2
- escape-string-regexp 1.0.3
- esnextguardian 1.2.0
- etag 1.7.0
- eventemitter2 0.4.14
- events 1.1.0
- exit 0.1.2
- expand-brackets 0.1.4
- expand-range 1.8.1
- express 4.16.1
- express-limiter 1.6.0
- express-session 1.15.6
- express-session.io-session 1.3.2
- extend 3.0.0
- extglob 0.3.1
- extsprintf 1.2.0
- fastparse 1.1.1
- fast-json-patch 0.5.0
- fast-levenshtein 1.0.7
- filename-regexp 2.0.0
- filesaver 1.0.0
- fill-range 2.2.2
- finalhandler 0.4.0
- findit2 2.2.3
- findup-sync 0.2.1
- flagged-respawn 0.3.1
- flatten 0.0.1
- flot 0.8.3
- font-awesome 4.0.3
- for-in 0.1.4
- form-data 1.0.0-rc3
- for-own 0.1.3
- forwarded 0.1.0
- Fountation.5.5.0_custom.js
- fresh 0.3.0
- fs-extra 4.0.2
- generate-function 2.0.0
- generate-object-property 1.2.0

- generic-pool 2.1.1
- global 2.0.1
- glob-base 0.3.0
- graceful-readlink 1.0.1
- grunt-contrib-clean 0.6.0
- grunt-contrib-compress 0.13.0
- grunt-contrib-copy 0.8.0
- grunt-contrib-jshint 0.11.0
- grunt-contrib-less 1.0.1
- grunt-file-append 0.0.6
- grunt-jscs 2.7.0
- grunt-legacy-util 0.2.0
- grunt-mocha-test 0.12.7
- grunt-replace 0.8.0
- hammerjs 2.0.8
- has-ansi 2.0.0
- has-binary 0.1.6
- has-color 0.1.7
- has-cors 1.1.0
- has-flag 1.0.0
- hashmap 2.0.4
- has-own 1.0.0
- hi-base64 0.2.1
- Highlight 4
- hooks-fixed 1.1.0
- hooker 0.2.3
- htmlparser2 3.8.3
- http-browserify 1.7.0
- http-errors 1.3.1
- https-browserify 0.0.0
- http-signature 0.11.0
- i
- iconv-lite 0.4.12
- ieee754 1.1.6
- image-size 0.3.5
- indexes-of 1.0.1
- indexof 0.0.1
- influx 3.5.0
- inherit 2.2.3
- interpret 0.6.6
- invert-kv 1.0.0
- ioredis 3.1.4
- ip 0.3.3
- ipaddr.js 1.0.1
- is 3.1.0
- is_js 0.9.0
- is-absolute-url 2.0.0
- is-binary-path 1.0.1
- is-buffer 1.1.0

- is-dotfile 1.0.2
- is-equal-shallow 0.1.3
- is-extendable 0.1.1
- is-extglob 1.0.0
- is-glob 2.0.1
- is-my-json-valid 2.12.3
- is-number 1.1.2
- isobject 1.0.2
- is-plain-obj 1.1.0
- is-primitive 2.0.0
- is-property 1.0.2
- is-relative 0.1.3
- isstream 0.1.2
- is-svg 1.1.1
- is-typedarray 1.0.0
- is-utf8
- isarray 0.0.1
- jodid25519
- jQuery 3.2.1
- jQuery.dotdotdot 1.7.4
- jQuery.mousewheel 3.1.9
- jQuery.scrollintoview() plugin and :scrollable selector filter 1.8
- jQuery.scrollTo 1.4.12
- jQuery throttle / debounce 1.1
- jQuery UI 1.12.1
- jsesc 0.5.0
- json3 3.2.6
- json5 0.4.0
- jsonlint 1.6.2
- jsonpointer 2.0.0
- json-schema 0.2.2
- jsprim 0.3.0
- jstimezonedetect 1.0.6
- jstree 3.1.1
- js-yaml 3.3.1
- kafka-node 0.2.14
- keygrip 1.0.1
- kind-of 2.0.1
- klaw 1.1.3
- knex 0.12.9
- lazy-cache 0.2.4
- lazystream 0.1.0
- ldapauth-fork 4.0.2
- ldap-filter 0.2.2
- ldapjs 1.0.1
- less-middleware 2.0.1
- libjs-twitter-bootstrap 2.3.2
- liftoff 2.0.3
- loader-utils 0.2.11

- lodash 4.2.1
- lodash._baseassign 3.2.0
- lodash._basecopy 3.0.1
- lodash._baseflatten 3.1.4
- lodash._bindcallback 3.0.1
- lodash._createassigner 3.1.1
- lodash._createcompounder 3.0.0
- lodash._isiterateecall 3.0.9
- lodash._isiterateecall 3.0.9
- lodash.assign 3.2.0
- lodash.camelcase 3.0.1
- lodash.debounce 3.0.1
- lodash.flatten 3.0.2
- lodash.isarguments 3.0.4
- lodash.isarray 3.0.4
- lodash.restparam 3.6.1
- logrotator 1.1.0
- marked 0.2.10
- Masonry 3.1.5
- masonry-layout 4.1.1
- media-typer 0.3.0
- memory-fs 0.2.0
- meow 2.0.0
- merge-descriptors 1.0.0
- methods 1.1.1
- micromatch 2.3.0
- mime 1.3.4
- mime-db 1.19.0
- mime-types 2.1.7
- minimist 1.2.0
- mkdirp 0.5.1
- Modernizr 2.6.3 (Custom build: custom.modernizr.js)
- moment 2.18.1
- moment-timezone 0.5.13
- mongoose 4.3.5
- mongoose-deep-populate 2.0.3
- mongoose-implementimestamps 1.0.2
- morgan 1.9.0
- MooTools Core 1.2.5
- mpath 0.1.1
- mpromise 0.5.4
- mquery 1.6.3
- ms 0.7.1
- multer 1.3.0
- muri 1.0.0
- mv 2.1.1
- nan 2.1.0
- natural-compare 1.2.2
- ncp 2.0.0

- negotiator 0.6.0
- ngJsTree 0.0.6
- node.extend 1.1.5
- node.js 6.9.1
- node-esapi 0.0.1
- node-int64
- node-libs-browser 0.5.3
- node-uuid 1.4.7
- node-vault 0.6.1
- node-zookeeper-client 0.2.2
- nopt 2.1.1
- normalize-path 2.0.0
- normalize-url 1.3.1
- num2fraction 1.2.2
- numeral 2.0.6
- object-assign 4.0.1
- object-component 0.0.3
- object-keys 1.0.1
- object.omit 2.0.0
- object-component 0.0.3
- oi.select 0.2.16
- on-finished 2.3.0
- on-headers 1.0.1
- optimist 0.6.1
- options 0.0.6
- orchestrator 0.3.7
- os-browserify 0.1.2
- packet-reader 0.2.0
- pako 0.2.8
- parse-glob 3.0.4
- parsejson 0.0.1
- parseqs 0.0.2
- parseuri 0.0.4
- parseurl 1.3.0
- passport 0.4.0
- passport-local 1.0.0
- passport-strategy 1.0.0
- password-generator 2.1.0
- path-browserify 0.0.0
- path-is-absolute 1.0.0
- path-to-regexp 0.1.7
- pause 0.0.1
- pbkdf2-compat 2.0.1
- pend 1.2.0
- pg 7.3.0
- pg-connection-string 0.1.3
- pg-cursor 1.0.0
- pg-query-stream 1.0.0
- pinkie 1.0.0

- pinkie-promise 1.0.0
- pooling 0.4.6
- postcss 5.0.11
- postcss-calc 5.0.0
- postcss-colormin 2.1.8
- postcss-convert-values 2.3.4
- postcss-discard-comments 2.0.3
- postcss-discard-duplicates 2.0.0
- postcss-discard-empty 2.0.0
- postcss-discard-unused 2.1.0
- postcss-filter-plugins 2.0.0
- postcss-merge-idents 2.1.3
- postcss-merge-longhand 2.0.1
- postcss-merge-rules 2.0.3
- postcss-message-helpers 2.0.0
- postcss-minify-font-values 1.0.2
- postcss-minify-gradients 1.0.1
- postcss-minify-params 1.0.4
- postcss-minify-selectors 2.0.1
- postcss-modules-local-by-default 1.0.0-beta1
- postcss-normalize-charset 1.1.0
- postcss-normalize-url 3.0.4
- postcss-ordered-values 2.0.2
- postcss-reduce-idents 2.2.1
- postcss-reduce-transforms 1.0.3
- postcss-selector-parser 1.3.0
- postcss-svg 2.0.4
- postcss-unique-selectors 2.0.1
- postcss-value-parsor 3.1.2
- postcss-zindex 2.0.1
- postgres-array 1.0.0
- postgres-bytea 1.0.0
- postgres-data 1.0.0
- postgres-interval 1.0.0
- precond 0.2.3
- prepend-http 1.0.3
- preserve 0.2.0
- process 0.11.2
- process-nextick-args 1.0.6
- promise 6.1.0
- properties 1.2.1
- proxy-addr 1.0.8
- prr 0.0.0
- punycode 1.3.2
- purdy 3.0.2
- ps-node 0.0.5
- q 1.4.1
- querystring 0.2.0
- query-string 2.4.2

- querystring-es3 0.2.1
- randomatic 1.1.0
- range-parser 1.0.3
- raw-body 2.1.4
- readable-stream 2.0.4
- readdirp 2.0.0
- readline-sync 1.4.1
- redis 2.4.2
- reduce-css-calc 1.2.0
- reduce-function-call 1.0.1
- regex-cache 0.4.2
- regexp-clone 0.0.1
- regjsgen 0.2.0
- repeat-element 1.1.2
- repeat-string 1.5.2
- request 2.75.0
- request-promise 4.2.2
- requirerefresh 1.1.2
- resolve 1.1.6
- response-cookie 0.0.2
- restangular 1.6.1
- mdm 1.1.1
- s3-upload-stream
- safe-json-stringify 1.0.3
- send 0.13.0
- sequencify 0.0.7
- serve-favicon 2.3.0
- serve-static 1.10.0
- sha.js 2.2.6
- shortid 2.2.2
- Sidr 1.2.1 (Sidr / jquery.sidr.min.js)
- slash 1.0.0
- SLF4J 1.7.5
- sliced 0.0.5
- SlickGrid 2.1.0
- socket.io 2.0.3
- socket.io-adapter 0.3.1
- socket.io-client 1.3.7
- socket.io-parser 2.2.4
- socket.io-sticky-session 0.4.2
- socketstream 0.4.4
- sort-keys 1.1.1
- source-list-map 0.1.5
- spectrum 1.3.0
- split 0.3.3
- split.js 1.2.0
- sql-extended 0.67.0
- stable 0.1.3
- statuses 1.2.1

- stream-browserify 1.0.0
- stream-consume 0.1.0
- stream-events 1.0.1
- streamsearch 0.1.2
- streamsink 1.2.0
- strict-uri-encode 1.0.2
- string_decoder 0.10.31
- stringstream 0.0.5
- strip-ansi 3.0.0
- strongloop-express 4.13.1
- stubs 1.1.0
- success-symbol 0.1.0
- supports-color 3.1.2
- superagent 3.7.0
- svgo 0.5.6
- tapable 0.1.10
- through 2.3.8
- through2
- Thumbnailator 0.4.3
- tildify 1.0.0
- timepicker 1.0.0
- timers-browserify 1.4.2
- to-array 0.1.3
- to-double-quotes 2.0.0
- try-resolve 1.0.1
- tty-browserify 0.0.0
- typechecker 4.3.0
- type-is 1.6.9
- uglify-to-browserify 1.0.2
- ui-bootstrap 0.6.0
- ui-select 0.12.0
- uid2 0.0.3
- uid-safe 2.0.0
- ultron 1.0.2
- underscore 1.7.0
- underscore.string 2.2.1
- uniq 1.0.1
- uniqid 1.0.0
- uniqs 2.0.0
- unpipe 1.0.0
- url 0.10.3
- url-join 0.0.1
- user-home 1.1.1
- utf8 2.1.0
- utf-8-validate 1.2.1
- util 0.10.3
- util-deprecate 1.0.2
- utils-merge 1.0.0
- uuid 3.1.0

- v8flags 2.0.10
- validate 3.0.1
- validate.js 0.11.1
- vary 1.1.0
- vasync 1.6.3
- verror 1.6.0
- vertica 0.5.5
- vivus 0.4.2
- vm-browserify 0.0.4
- watchpack 0.2.9
- webpack 1.12.14
- webpack-core 0.6.8
- webpack-dev-middleware 1.6.1
- whet.extend 0.9.9
- window-size 0.1.0
- winston 0.9.0
- wnr-element-resize-detector 1.1.0
- wnr-batch-processor 1.0.0
- wordwrap 0.0.3
- wrench 1.3.9
- ws 1.0.1
- xml2js
- xmlhttprequest 1.5.0
- xtend 4.0.1
- yargs 3.5.4

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/* zlib.h -- interface of the 'zlib' general purpose compression library

version 1.2.7, May 2nd, 2012

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THE SOFTWARE IS PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW WITHOUT WARRANTY OF ANY KIND. There is no warranty that the product will be error-free or will function without interruption.

yWorks warrants however that the Licensed Software will be free from material errors and will operate substantially in accordance with the related documentation for a period of six months. Licensee's sole remedy and Licensor's sole and exclusive liability for the breach of this warranty shall be repair or replacement of the Licensed Software within thirty (30) days from being notified of such breach, or, if the Licensor deems such repair or replacement impossible within the foregoing thirty (30) days, refund fees previously paid to Licensor by Licensee for the previous six months period.

yWorks makes no other warranties, either Express or Implied, regarding the Software, including but not limited to its merchantability or its fitness for any particular purpose. Licensee takes note of the fact that the Software is neither developed nor intended for high risk activities such as in the operation of nuclear facilities, aircraft navigation, traffic control, direct life support machines, or weapon systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage. Any liability therefore is excluded.

yWorks provides no warranty to third parties receiving your software applications, and you will remain solely responsible towards recipients of your software applications for support, service, upgrades, or technical or other assistance, and such recipients of your software applications are not entitled to such services or assistance through yWorks.

yWorks agrees to pass through any warranties extended for third-party software, if any, incorporated into the Software.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY LIABILITY IS EXCLUDED. In no event will yWorks be liable to any party for any indirect, incidental, consequential, exemplary, special or punitive damages, including any loss of profit, revenue, business opportunity or data, arising from or relating to this Agreement or the Software, whether in contract, in tort or otherwise, even if yWorks knew, should have known or has been advised of the possibility of such damages. yWorks will not support or have any liability for use of reformatted and recombined Redistributables. yWorks' total cumulative liability arising from or related to this Agreement or the Software will not exceed the fees actually paid by you under this Agreement.

6. Overdue Payment

If you are more than 30 working days in delay with a due payment yWorks shall be entitled to require the temporary deletion of all instances of the Software until payment has been made. yWorks shall not be obliged to declare cancellation of the contract prior to that demand.

7. Privacy

You agree that - in conjunction with the business you have been doing with yWorks and in accordance with the law - your company and personal data will be saved and processed in the database of yWorks. We may use your email address or phone number to communicate with you, for example to provide your order status, to respond to queries, to notify you of a new release of the product you purchased or to remind you of the expiry of a service agreement with us.

If not expressly disagreed on your License Order, yWorks shall be entitled to name you as a reference customer.

8. General

8.1 Applicable Law and Court of Jurisdiction

This Agreement is made and shall be construed in accordance with the laws of Germany. Court of Jurisdiction is Tübingen, Germany.

yWorks also reserves the right to start legal action at the court of jurisdiction at your legal business domicile or place of residence. The parties agree that the United Nations Convention for the International Sale of Goods shall not apply in any way to this Agreement and the services contemplated herein.

8.2 Waiver

Waiver of any breach or failure to enforce any Section of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur.

8.3 Assignments

You may not assign or transfer, by operation of law or otherwise, any of your rights under this Agreement (including your licenses with respect to the Software) to any third party without the prior written consent of yWorks, and any attempted assignment without such written consent shall be null and void. You expressly agree that yWorks may assign its rights to any third party any time. In case of an assignment you are entitled to terminate this Agreement. In the event of any such termination, you will not be entitled to any refund of the fees paid by you hereunder. Irrespective of the aforesaid, yWorks may delegate its obligations under this Agreement without restrictions.

8.4 Remedies, Term and Termination

Except if otherwise provided herein, the parties' rights and remedies under this Agreement are cumulative.

You acknowledge that the Software contains valuable trade secrets and proprietary information of yWorks and its suppliers, and that any actual or threatened breach of this Agreement by you will constitute immediate, irreparable harm for which monetary damages might be an inadequate remedy, and that injunctive relief is necessary for such breach. Your rights under this Agreement will terminate immediately without notice from yWorks if you materially breach it. Upon this termination, you will cease use of, and destroy, the Software and confirm compliance in writing to yWorks. All sections of this Agreement which by nature should survive, will survive termination of the Agreement, including, but not limited to, payment terms, warranty disclaimers, and limitations of liability. Termination is not an exclusive remedy and all other remedies will be available whether or not the License is terminated.

If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

8.5 Modifications or Extensions

All modifications or extensions to this Software License Agreement need to be in writing and signed by both parties.

8.6 Construction Clause

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

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Add your feedback to the email and click **Send**.

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