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HPE Structured Data Manager

Software Version: 7.52

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Document Release Date: December 2017
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- jsch.agentproxy.core (0.0.9)
- jsch.agentproxy.jsch (0.0.9)
- jsch.agentproxy.pageant (0.0.9)
- jsch.agentproxy.sshagent (0.0.9)
- jsch.agentproxy.usocket-jna (0.0.9)
- jsch.agentproxy.usocket-nc (0.0.9)
- jzlib
- paranamer (2.3)
- postgresql-jdbc (9.3)
- protobuf-java (2.5.0)
- snia-xam-sdk (1.0.1)
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Version 2.1, February 1999

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 - charge your end users for use of the programs;
 - remove or modify any program markings or any notice of our proprietary rights;
 - use the programs to provide third party training on the content and/or functionality of the programs, except for training your licensed users;
 - assign this agreement or give the programs, program access or an interest in the programs to any individual or entity except as provided under this agreement;
 - cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs;
 - disclose results of any program benchmark tests without our prior consent; or,
- #NAME?

Program Distribution

We grant you a nonexclusive, nontransferable right to copy and distribute the programs to your end users provided that you do not charge your end users for use of the programs and provided your end users may only use the programs to run your applications for their business operations. Prior to distributing the programs you shall require your end users to execute an agreement binding them to terms consistent with those contained in this section and the sections of this agreement entitled "License Rights," "Ownership and Restrictions," "Export," "Disclaimer of Warranties and Exclusive Remedies," "No Technical Support," "End of Agreement," "Relationship Between the Parties," and "Open Source." You must also include a provision stating that your end users shall have no right to distribute the programs, and a provision specifying us as a third party beneficiary of the agreement. You

are responsible for obtaining these agreements with your end users.

You agree to: (a) defend and indemnify us against all claims and damages caused by your distribution of the programs in breach of this agreements and/or failure to include the required contractual provisions in your end user agreement as stated above; (b) keep executed end user agreements and records of end user information including name, address, date of distribution and identity of programs distributed; (c) allow us to inspect your end user agreements and records upon request; and, (d) enforce the terms of your end user agreements so as to effect a timely cure of any end user breach, and to notify us of any breach of the terms.

Export

You agree that U.S. export control laws and other applicable export and import laws govern your use of the programs, including technical data; additional information can be found on Oracle's Global Trade Compliance web site located at <http://www.oracle.com/products/export/index.html?content.html>. You agree that neither the programs nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

Disclaimer of Warranty and Exclusive Remedies

THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

No Technical Support

Our technical support organization will not provide technical support, phone support, or updates to you for the programs licensed under this agreement.

Restricted Rights

If you distribute a license to the United States government, the programs, including

documentation, shall be considered commercial computer software and you will place a legend, in addition to applicable copyright notices, on the documentation, and on the media label, substantially similar to the following:

NOTICE OF RESTRICTED RIGHTS

Programs delivered subject to the DOD FAR Supplement are 'commercial computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the licensing restrictions set forth in the applicable Oracle license agreement.

Otherwise, programs delivered subject to the Federal Acquisition Regulations are 'restricted computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the restrictions in FAR 52.227-19, Commercial Computer Software-Restricted Rights (June 1987). Oracle USA, Inc., 500 Oracle Parkway, Redwood City, CA 94065.

End of Agreement

You may terminate this agreement by destroying all copies of the programs. We have the right to terminate your right to use the programs if you fail to comply with any of the terms of this agreement, in which case you shall destroy all copies of the programs.

Relationship Between the Parties

The relationship between you and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

Open Source

Open Source software - software available without charge for use, modification and distribution - is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form. If you use Open Source software in conjunction with the programs, you must ensure that your use does not: (i) create, or purport to create, obligations of us with respect to the Oracle programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in the Oracle programs. For example, you may not develop a software program using an Oracle program and an Open Source program where such use

results in a program file(s) that contains code from both the Oracle program and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine the Oracle program with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Oracle program or any modifications thereto to become subject to the terms of the GPL.

Entire Agreement

You agree that this agreement is the complete agreement for the programs and licenses, and this agreement supersedes all prior or contemporaneous agreements or representations. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

Last updated: 03/09/05

Sybase Open Client/jConnect Addendum

HPE acknowledges the redistribution of the following third-party component that is provided under the following license:

- Sybase JDBC

Open Client™/jConnect™ Addendum

To Independent Software Vendor Agreement

This Addendum ("Addendum") is made as of the day of to that certain Independent Software Vendor (ISV) Agreement ("Agreement") between Sybase, Inc. or Sybase Canada Limited ("Sybase") and ("Partner"). The purpose of this Addendum is to grant Partner the rights to distribute the Sybase proprietary software program (the "Program" as defined below) with Partner software that operates with Sybase's Adaptive Server product lines. Capitalized terms not otherwise defined in this Addendum shall have the same meaning as in the Agreement.

1. DEFINITIONS

"Program" shall mean the object code Open Client and/or jConnect software program(s) listed in Schedule I for the operating environment(s) listed in Schedule 1 together with any updates thereto provided by Sybase to Partner hereunder.

"Territory" means worldwide, subject to the exclusions and limitations set forth in this Agreement (including, without limitation, export restrictions).

2. LICENSE GRANT

2.1 Distribution Rights. Sybase hereby amends Section 2.2 of the Agreement to grant

to Partner a non-exclusive and non-transferable license to market, distribute and sublicense copies of unmodified object code versions of the Program to End Users (both directly and indirectly through Partner's distributors) in the Territory. Distribution of the Program by Partner shall be royalty free provided such Program is either: (a) distributed by Partner in the same package as a Partner developed interface that enables Partner's software described in Schedule 1 to operate in conjunction with Sybase's Adaptive Server products ("Partner Interface") or (b) distributed by Partner embedded in such Partner Interface. As soon as practicable after signing of this Agreement, Sybase shall deliver a master copy of the Program to Partner's address specified above. Sybase may, but shall be under no obligation to, provide Partner from time to time with updated releases of the Program. Any such updates supplied by Sybase shall be subject to the terms of this Agreement.

2.2 Partner's Obligations. Partner agrees to distribute the most current, updated version of the Program provided by Sybase hereunder with releases of the Partner Interface; provided that Sybase provides Partner with such Program Updates at least 60 days prior to the general availability of the Partner release. During the Term of this Agreement, Partner shall be responsible for ensuring that subsequent releases of the Partner Interface remain compatible with current releases of the Sybase Adaptive Server product line.

2.3 Sublicensing Requirements. The Program shall be sublicensed by Partner to End Users pursuant to a written license agreement between Partner or its distributor and the End User; including in substance all of the minimum terms and conditions set forth in Schedule II. Upon Sybase's request from time to time, Partner shall provide Sybase with a copy of the then current version of Partner's and its distributors' standard agreements used in licensing the Partner Interface. If any Program license is provided to U.S. government licensee use, duplication or disclosure of the software and documentation by the U.S. Government shall be provided subject to terms and conditions consistent with Schedule II and any applicable FAR provisions, for example, FAR 52.227-19. Partner shall be responsible for requiring all of its distributor's to use an agreement containing such minimum terms and conditions. Partner will not make any representations, warranties, guarantees or other commitments on behalf of Sybase.

2.4 Support and Training. The Programs are provided by Sybase to Partner "AS IS" as set forth in the Agreement. Sybase shall have no obligation to provide Partner or its Distributors or End Users with any technical support, training or other services with respect to copies of the Program distributed by Partner under this Agreement. Partner shall be solely responsible for providing all support and warranty services to Partner's distributors

and End users.

2.5 Title. The Program shall remain at all times the property of Sybase and its licensors, and neither Partner, its distributors nor their End Users shall have any right, title or interest therein, except for the specific rights expressly set forth in the Agreement and this Addendum. All copyright and other proprietary notices incorporated in or fixed to a Program or documentation shall be duplicated by Partner on all copies or extracts thereof. Sybase grants no rights in any source code version of the Program to Partner hereunder. Partner shall not (nor shall it permit any of its distributors or End Users to: (a) translate, localize or modify any portion of the Program; (b) reverse engineer, reverse assemble or reverse compile the Program or any part thereof (except to the extent expressly permitted by mandatory applicable law); or (c) remove any copyright notices or other proprietary notices from the Program.

2.6 Export. Partners agree to fully comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Program or any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons production.

3. PUBLICITY

At Sybase's election, the parties shall agree upon the wording and timing of an announcement of their relationship to the public and their respective sales forces. Partner agrees that Sybase may refer to Partner in collateral that it creates from time to time that lists third party products that ship with the Program included.

4. TERM AND TERMINATION

The rights granted under this Addendum shall become effective on the date set forth at the top of the first page of this Addendum and shall remain in effect until terminated as provided below. This Agreement may be terminated as follows: (a) immediately upon the expiration or termination of the Agreement; or (b) at any time by Sybase upon at least 30 days written notice to Partner; or (c) immediately by Sybase in the event of any breach by Partner of the terms and conditions of this Addendum or the Agreement. All sublicenses of the Program properly granted by Partner to End-Users prior to termination in accordance with this Addendum shall continue in effect until the termination of the End User license agreement. Except in the event of termination as a result of default by Partner, Sybase agrees that Partner may continue to distribute the then current version of the Program for a period not to exceed 90 days following the termination. Upon request by Sybase following

termination of this Agreement, Partner shall certify in writing to Sybase that all copies (in any form or media) of the Program, whether or not modified or incorporated into other materials, have been destroyed or returned to Sybase. Section 5 of this Addendum shall survive termination of the Agreement or this Addendum.

5. INDEMNIFICATION

In addition to the indemnification set forth in Section 9 of the Agreement, Partner agrees to indemnify Sybase and to hold Sybase harmless from all costs, loss, liability and expense (including court costs, disbursements, and reasonable fees of attorneys and expert witnesses) incurred as a result of Partner's or its distributors' failure to include any of the terms and conditions set forth in Schedule II in its license agreement with any End-User.

Sybase, Inc. (or Sybase Canada Limited) Partner:

By By

(Authorized Signatory) (Authorized Signatory)

Name Name

Title Title

Date Date

Schedule I

Programs

Programs shall include the following Sybase Open Client and/or jConnect programs:

Programs Operating Environments

Partner Application:

Schedule II

MANDATORY TERMS OF END USER LICENSES

All End User agreements including the sublicensing of the Programs (Open Client and/or

jConnect) shall include substantially the following provisions (i.e. Partner and its distributors will include these terms in all of their agreements with End Users):

- (1) Only a non-exclusive, non-transferable right to use the Programs is granted to the licensee.
- (2) Partner's licensor (Sybase) retains all title to the Programs, and all copies thereof, and no title to the Programs or any associated intellectual property rights is transferred to the licensee.
- (3) The licensee shall include on all copies of the Programs all copyright and other proprietary notices or legends included on the version of the Programs supplied to such licensee.
- (4) The licensee agrees not to translate, localize or modify any portion of the Programs or to reverse assemble, decompile or otherwise attempt to derive source code from the Programs (except to the extent permitted by mandatory applicable law).
- (5) The licensee agrees to comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Program or any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons production. This provision shall survive the expiration or termination of the sublicense agreement between Partner and its End User. If any Program license is provided to U.S. government licensee use, duplication or disclosure of the software and documentation by the U.S. Government shall be provided subject to terms and conditions consistent with these Mandatory Terms and any applicable FAR provisions, for example, FAR 52.227-19.
- (6) Partner's licensors (including Sybase) shall not be liable to the licensee for any general, special, direct, indirect, consequential, incidental or other damages arising out of or related to the Programs.
- (7) Upon termination of the license for the Partner Application that includes or is distributed in conjunction with the Programs, the licensee shall return to Partner all copies of the Programs, or certify to Partner that the licensee has destroyed all such copies.
- (8) The licensee shall not release the results of any benchmark of the Programs to any third party without the prior written approval of Sybase for each such release.