HP Service Desk

Software Version: 4.5

Open Source and Third-Party Software License Agreements

Document Release Date: November 2009 Software Release Date: November 2009



Legal Notices

Copyright Notices

© Copyright 1994-2009 Hewlett-Packard Development Company, L.P.

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.

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.

For information about third-party and/or open source license agreements, or to view open source code, use one of the following ways:

- In the ThirdParty directory of the installation CD-ROM
- In the directories in which the binary files of the third-party and/or open source tools are located after installation of Service Desk
- Through the component's url indicated in this guide

Trademark Notices

- Adobe®, Adobe logo®, Acrobat® and Acrobat Logo® are trademarks of Adobe Systems Incorporated.
- Java[™] is a US trademark of Sun Microsystems, Inc.
- Microsoft®, Windows®, Windows NT®, Windows® XP, Windows Mobile® and Windows Vista® are U.S. registered trademarks of Microsoft Corporation.
- Oracle® is a registered trademark of Oracle Corporation and/or its affiliates.
- UNIX® is a registered trademark of The Open Group.

Acknowledgements

This product includes software developed by the Apache Software Foundation (http://www.apache.org). Copyright © The Apache Software Foundation. All rights reserved.

Contents

Licenses and Copyright Statements
Apache License
Apache Software License
JavaTM 2 Software Development Kit (J2SDK) Version 1.3.x9
JAVATM 2 RUNTIME ENVIRONMENT (J2RE), VERSION 1.3.x
JAVA 2 PLATFORM STANDARD EDITION DEVELOPMENT KIT 5.0
Java Naming and Directory Interface (JNDI)19
Perl
Oracle Database JDBC Drivers
OPTA MSSQL JDBC driver
MICROSOFT VISUAL C++ 2005 RUNTIME LIBRARIES Dynamic libraries
MICROSOFT VIRTUAL MACHINE
Microsoft Data Access Components 2.7
MICROSOFT PLATFORM SOFTWARE DEVELOPMENT KIT
Chart FX37
Janus GridEX 2000
Infragistics ActiveToolBars Plus
Eclipse Foundation Software User Agreement

Eclipse Public License	47
GNU LESSER GENERAL PUBLIC LICENSE	49
Java HTML Tidy	51
Sitraka JClass Chart	52

Licenses and Copyright Statements

HP acknowledges the use of the following third-party and open source software components.

If the license for a software component specifies that the source code must be made available when that component is distributed (for example, under LGPL or CDDL terms), you can find the source code in one of the following ways:

- In the ThirdParty directory of the installation CD-ROM
- Through the component's url as indicated in this chapter
- From HP technical support as indicated in the Service Desk Release Notes

Apache License

The following license applies to the Apache tomcat, ant, castor, Cactus, Commons Logging Component, log4j, oro, xalan, and xmlparserapi components and libraries.

Apache License

Version 2.0, January 2004

http://www.apache.org/licenses/

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions. "License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document. "Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License. "Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means

(i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or

(ii) ownership of fifty percent (50%) or more of the outstanding shares, or

(iii) beneficial ownership of such entity. "You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License. "Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files. "Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types. "Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below). "Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution." "Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative

Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

(b) You must cause any modified files to carry prominent notices stating that You changed the files; and

(c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License. You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

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

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives. Copyright [yyyy] [name of copyright owner] Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at *http://www.apache.org/licenses/LICENSE-2.0*

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

Apache Software License

The following license applies to the Apache http Server, Xerces and XercesImpl and components.

The Apache Software License, Version 1.1

Copyright (c) 2001-2003 The Apache Software Foundation. All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. The end-user documentation included with the redistribution, if any, must include the following acknowledgement: "This product includes software developed by the Apache Software Foundation (http://www.apache.org/)." Alternately, this acknowledgement may appear in the software itself, if and wherever such third-party acknowledgements normally appear.

4. The names "Apache", "The Jakarta Project", "Commons", and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact apache@apache.org.

5. Products derived from this software may not be called "Apache" nor may "Apache" appear in their name without prior written permission of the Apache Software Foundation.

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

This software consists of voluntary contributions made by many individuals on behalf of the Apache Software Foundation. For more information on the Apache Software Foundation, please see http://www.apache.org/>.

JavaTM 2 Software Development Kit (J2SDK) Version 1.3.x

Sun Microsystems, Inc. Binary Code License Agreement

READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

1. LICENSE TO USE. Sun grants you a non-exclusive and non-transferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Sun (collectively "Software"), by the number of users and the class of computer hardware for which the corresponding fee has been paid.

2. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. Licensee acknowledges that Licensed Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun Microsystems, Inc. disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement.

3. LIMITED WARRANTY. Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software.

4. DISCLAIMER OF WARRANTY. UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

5. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

6. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Upon Termination, you must destroy all copies of Software.

7. Export Regulations. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

8. U.S. Government Restricted Rights. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying

documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

9. Governing Law. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

10. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

11. Integration. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

JavaTM 2 Software Development Kit (J2SDK), Standard Edition, Version 1.3.x

SUPPLEMENTAL LICENSE TERMS

These supplemental license terms ("Supplemental Terms") add to or modify the terms of the Binary Code License Agreement (collectively, the "Agreement"). Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Binary Code License Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Binary Code License Agreement, or in any license contained within the Software.

1. Software Internal Use and Development License Grant. Subject to the terms and conditions of this Agreement, including, but not limited to Section 4 (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the binary form of the Software complete and unmodified (unless otherwise specified in the applicable README file) for the sole purpose of designing, developing, testing, and running your Java applets and applications intended to run on Java-enabled general purpose desktop computers and servers ("Programs").

2. License to Distribute Software. Subject to the terms and conditions of this Agreement, including, but not limited to Section 4 (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute the Software, provided that: (i) you distribute the Software complete and unmodified (unless otherwise specified in the applicable README file) and only bundled as part of, and for the sole purpose of running, your Programs, (ii) the Programs add significant and primary functionality to the Software, (iii) you do not distribute additional software intended to replace any component(s) of the Software, (iv) you do not remove or alter any proprietary legends or notices contained in the Software, (v) you only distribute the Software subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and (vi) you agree to defend and indemnify Sun and its licensors from and

3. License to Distribute Redistributables. Subject to the terms and conditions of this Agreement, including but not limited to Section 4 (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the Software "README" file ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified (unless otherwise specified in the applicable README file), and only bundled as part of Programs, (ii) you do not distribute additional software intended to supersede any component(s) of the Redistributables, (iii) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (iv) you only distribute the Redistributables pursuant to a license agreement that protects Sun's interests consistent with the terms contained in the Agreement, and (v) you agree to defend and indemnify Sun and its

4. Java Technology Restrictions. You may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that you create an additional class and associated API(s) which (i) extends the functionality of the Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers. You may not create, or authorize your licensees to create, additional classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

5. Trademarks and Logos. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at http://www.sun.com/policies/trademarks. Any use you make of the Sun Marks inures to Sun's benefit.

6. Source Code. Software may contain source code that is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement.

7. Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

For inquiries please contact: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A. (LFI#141494/Form ID#011801)

JAVATM 2 RUNTIME ENVIRONMENT (J2RE), VERSION 1.3.x

Sun Microsystems, Inc. Binary Code License Agreement

READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

1. LICENSE TO USE. Sun grants you a non-exclusive and non-transferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Sun (collectively "Software"), by the number of users and the class of computer hardware for which the corresponding fee has been paid.

2. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. Licensee acknowledges that Licensed

Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun Microsystems, Inc. disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement.

3. LIMITED WARRANTY. Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software.

4. DISCLAIMER OF WARRANTY. UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

5. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

6. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Upon Termination, you must destroy all copies of Software.

7. Export Regulations. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

8. U.S. Government Restricted Rights. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

9. Governing Law. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

10. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

11. Integration. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

JAVATM 2 RUNTIME ENVIRONMENT (J2RE), VERSION 1.3.x SUPPLEMENTAL LICENSE TERMS

These supplemental license terms ("Supplemental Terms") add to or modify the terms of the Binary Code License Agreement (collectively, the "Agreement"). Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Binary Code License Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Binary Code License Agreement, or in any license contained within the Software.

1. Software Internal Use and Development License Grant. Subject to the terms and conditions of this Agreement, including, but not limited to Section 4 (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the binary form of the Software complete and unmodified (unless otherwise specified in the applicable README file) for the sole purpose of designing, developing, testing, and running your Java applets and applications intended to run on Java-enabled general purpose desktop computers and servers ("Programs").

2. License to Distribute Software. Subject to the terms and conditions of this Agreement, including, but not limited to Section 4 (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute the Software, provided that: (i) you distribute the Software complete and unmodified (unless otherwise specified in the applicable README file) and only bundled as part of, and for the sole purpose of running, your Programs, (ii) the Programs add significant and primary functionality to the Software, (iii) you do not distribute additional software intended to replace any component(s) of the Software, (iv) you do not remove or alter any proprietary legends or notices contained in the Software, (v) you only distribute the Software subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and (vi) you agree to defend and indemnify Sun and its licensors from and

3. License to Distribute Redistributables. Subject to the terms and conditions of this Agreement, including but not limited to Section 4 (Java Technology Restrictions) of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the Software "README" file ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified (unless otherwise specified in the applicable README file), and only bundled as part of Programs, (ii) you do not distribute additional software intended to supersede any component(s) of the Redistributables, (iii) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (iv) you only distribute the Redistributables pursuant to a license agreement that protects Sun's interests consistent with the terms contained in the Agreement, and (v) you agree to defend and indemnify Sun and its

4. Java Technology Restrictions. You may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that you create an additional class and associated API(s) which (i) extends the functionality of the Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers. You may not create, or authorize your licensees to create, additional classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

5. Trademarks and Logos. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at http://www.sun.com/policies/trademarks. Any use you make of the Sun Marks inures to Sun's benefit.

6. Source Code. Software may contain source code that is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement.

7. Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

For inquiries please contact: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A. (LFI#141494/Form ID#011801)

JAVA 2 PLATFORM STANDARD EDITION DEVELOPMENT KIT 5.0

Sun Microsystems, Inc. Binary Code License Agreement

for the JAVA 2 PLATFORM STANDARD EDITION DEVELOPMENT KIT 5.0

SUN MICROSYSTEMS, INC. ("SUN") IS WILLING TO LICENSE THE SOFTWARE IDENTIFIED BELOW TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS BINARY CODE LICENSE AGREEMENT AND SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT"). PLEASE READ THE AGREEMENT CAREFULLY. BY DOWNLOADING OR INSTALLING THIS SOFTWARE, YOU ACCEPT THE TERMS OF THE AGREEMENT. INDICATE ACCEPTANCE BY SELECTING THE "ACCEPT" BUTTON AT THE BOTTOM OF THE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY ALL THE TERMS, SELECT THE "DECLINE" BUTTON AT THE BOTTOM OF THE AGREEMENT AND THE AGREEMENT AND THE DOWNLOAD OR INSTALL PROCESS WILL NOT CONTINUE.

1. DEFINITIONS. "Software" means the identified above in binary form, any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Sun, and any user manuals, programming guides and other documentation provided to you by Sun under this Agreement. "General Purpose Desktop Computers and Servers" means computers, including desktop, laptop and tablet computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing, and office suite productivity tools). The use of Software in systems and solutions that provide dedicated functionality (other than as mentioned above) or designed for use in embedded or function-specific software applications, for example but not limited to: Software embedded in or bundled with industrial control systems, wireless mobile telephones, wireless handheld devices, kiosks, TV/STB, Blu-ray Disc devices, telematics and network control switching equipment, printers and storage management systems, and other related systems are excluded from this definition and not licensed under this Agreement. "Programs" means Java technology applets and applications intended to run on the Java Platform Standard Edition (Java SE) platform on Java-enabled General Purpose Desktop Computers and Servers.

2. LICENSE TO USE. Subject to the terms and conditions of this Agreement, including, but not limited to the Java Technology Restrictions of the Supplemental License Terms, Sun grants you a non-exclusive, non-transferable, limited license without license fees to reproduce and use internally Software complete and unmodified for the sole purpose of running Programs. Additional licenses for developers and/or publishers are granted in the Supplemental License Terms.

3. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Licensed Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun Microsystems, Inc. disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement. Additional restrictions for developers and/or publishers licenses are set forth in the Supplemental License Terms.

4. LIMITED WARRANTY. Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software. Any implied warranties on the Software are limited to 90 days. Some states do not allow limitations on duration of an implied warranty, so the above may not apply to you. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.

5. DISCLAIMER OF WARRANTY. UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

6. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.

7. TERMINATION. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. Upon Termination, you must destroy all copies of Software.

8. EXPORT REGULATIONS. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

9. TRADEMARKS AND LOGOS. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at http://www.sun.com/policies/trademarks. Any use you make of the Sun Marks inures to Sun's benefit.

10. U.S. GOVERNMENT RESTRICTED RIGHTS. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

11. GOVERNING LAW. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

12. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

13. INTEGRATION. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

SUPPLEMENTAL LICENSE TERMS

These Supplemental License Terms add to or modify the terms of the Binary Code License Agreement. Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Binary Code License Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Binary Code License Agreement, or in any license contained within the Software.

A. Software Internal Use and Development License Grant. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software "README" file incorporated herein by reference, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the Software complete and unmodified for the purpose of designing, developing, and testing your Programs.

B. License to Distribute Software. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software README file, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute the Software, provided that (i) you distribute the Software complete and unmodified and only bundled as part of, and for the sole purpose of running, your Programs, (ii) the Programs add significant and primary functionality to the Software, (iii) you do not distribute additional software intended to replace any component(s) of the Software, (iv) you do not remove or alter any proprietary legends or notices contained in the Software, (v) you only distribute the Software subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and (vi) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software.

C. License to Distribute Redistributables. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software README file, including but not limited to the Java Technology Restrictions of these Supplemental Terms, Sun grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the Software "README" file ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified, and only bundled as part of Programs, (ii) the Programs add significant and primary functionality to the Redistributables, (iii) you do not distribute additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the applicable README file), (iv) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (v) you only distribute the Redistributables pursuant to a license agreement that protects Sun's interests consistent with the terms contained in the Agreement, (vi) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software.

D. Java Technology Restrictions. You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

E. Distribution by Publishers. This section pertains to your distribution of the Software with your printed book or magazine (as those terms are commonly used in the industry) relating to Java technology ("Publication"). Subject to and conditioned upon your compliance with the restrictions and obligations contained in the Agreement, in addition to the license granted in Paragraph 1 above, Sun hereby grants to you a non-exclusive, nontransferable limited right to reproduce complete and unmodified copies of the Software on electronic media (the "Media") for the sole purpose of inclusion and distribution with your Publication(s), subject to the following terms: (i) You may not distribute the Software on a stand-alone basis; it must be distributed with your Publication(s); (ii) You are responsible for downloading the Software from the applicable Sun web site; (iii) You must refer to the Software as JavaTM 2 Platform Standard Edition Development Kit 5.0; (iv) The Software must be reproduced in its entirety and without any modification whatsoever (including, without limitation, the Binary Code License and Supplemental License Terms accompanying the Software and proprietary rights notices contained in the Software); (v) The Media label shall include the following information: Copyright 2006, Sun Microsystems, Inc. All rights reserved. Use is subject to license terms. Sun, Sun Microsystems, the Sun logo, Solaris, Java, the Java Coffee Cup logo, J2SE, and all trademarks and logos based on Java are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and other countries. This information must be placed on the Media label in such a manner as to only apply to the Sun Software; (vi) You must clearly identify the Software as Sun's product on the Media holder or Media label, and you may not state or imply that Sun is responsible for any third-party software contained on the Media; (vii) You may not include any third party software on the Media which is intended to be a replacement or substitute for the Software; (viii) You shall indemnify Sun for all damages arising from your failure to comply with the requirements of this Agreement. In addition, you shall defend, at your expense, any and all claims brought against Sun by third parties, and shall pay all damages awarded by a court of competent jurisdiction, or such settlement amount negotiated by you, arising out of or in connection with your use, reproduction or distribution of the Software and/or the Publication. Your obligation to provide indemnification under this section shall arise provided that Sun: (a) provides you prompt notice of the claim; (b) gives you sole control of the defense and settlement of the claim; (c) provides you, at your expense, with all available information, assistance and authority to defend; and (d) has not compromised or settled such claim without your prior written consent; and (ix) You shall provide Sun with a written notice for each Publication; such notice shall include the following information: (1) title of Publication, (2) author(s), (3) date of Publication, and (4) ISBN or ISSN numbers. Such notice shall be sent to Sun Microsystems, Inc., 4150 Network Circle, M/S USCA12-110, Santa Clara, California 95054, U.S.A, Attention: Contracts Administration.

F. Source Code. Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement.

G. Third Party Code. Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file. In addition to any terms and conditions of any third party opensource/freeware license identified in the THIRDPARTYLICENSEREADME.txt file, the disclaimer of warranty and limitation of liability provisions in paragraphs 5 and 6 of the Binary Code License Agreement shall apply to all Software in this distribution.

H. Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

I. Installation and Auto-Update. The Software's installation and auto-update processes transmit a limited amount of data to Sun (or its service provider) about those specific processes to help Sun understand and optimize them. Sun does not associate the data with personally identifiable information. You can find more information about the data Sun collects at http://java.com/data/.

For inquiries please contact: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A.

(LFI#143333/Form ID#011801)

Java Naming and Directory Interface (JNDI)

Sun Microsystems, Inc. Binary Code License Agreement

READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS COLLECTIVELY "AGREEMENT") CAREFULLY. BY DOWNLOADING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

1. LICENSE TO USE. Sun grants you a non-exclusive and non-transferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Sun (collectively "Software"), by the number of users and the class of computer hardware for which the corresponding fee has been paid.

2. RESTRICTIONS Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement.

3. LIMITED WARRANTY. Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software.

4. DISCLAIMER OF WARRANTY. UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

5. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

6. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Upon Termination, you must destroy all copies of Software.

7. Export Regulations. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

8. U.S. Government Restricted Rights. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

9. Governing Law. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

10. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

11. Integration. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Java Naming and Directory Interface (TM) Version 1.1

SUPPLEMENTAL LICENSE TERMS

These supplemental terms ("Supplement") add to the terms of the Binary Code License Agreement (collectively the "Agreement"). Capitalized terms not defined herein shall have the same meanings ascribed to them in the Agreement. The

Supplement terms shall supersede any inconsistent or conflicting terms in the Agreement, either above or contained within the Software.

1. License to Distribute. You are granted a royalty-free right to reproduce and distribute the Software provided that you: (i)distribute the Software complete and unmodified, provided that the Software is distributed with your Java applet or application ("Program"); (ii) do not distribute additional software intended to replace any component(s) of the Software; (iii) do not remove or alter the Agreement, any proprietary legends or notices contained in the Software; (iv) only distribute the Software under terms no less protective of Sun than this Agreement; (v) may not create, or authorize your licensees to create additional classes, interfaces, or subpackages that are contained in the "java", "javax", or "sun" packages or similar as specified by Sun in any class file naming convention; (vi) agree to indemnify, hold harmless, and defend Sun and its licensors from and against any claims or lawsuits, including attorneys'fees, that arise or result from the use or distribution of the Program.

2. Trademarks and Logos. You acknowledge as between you and Sun that Sun owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to comply with the Java Trademark Guidelines at http://java.sun.com/trademarks.html.

For inquiries please contact: Sun Microsystems, Inc. 901 San Antonio Road, Palo Alto, California 94303

Perl

The "Artistic License"

Preamble

The intent of this document is to state the conditions under which a Package may be copied, such that the Copyright Holder maintains some semblance of artistic control over the development of the package, while giving the users of the package the right to use and distribute the Package in a more-or-less customary fashion, plus the right to make reasonable modifications.

Definitions:

"Package" refers to the collection of files distributed by the Copyright Holder, and derivatives of that collection of files created through textual modification.

"Standard Version" refers to such a Package if it has not been modified, or has been modified in accordance with the wishes of the Copyright Holder as specified below.

"Copyright Holder" is whoever is named in the copyright or copyrights for the package.

"You" is you, if you're thinking about copying or distributing this Package.

"Reasonable copying fee" is whatever you can justify on the basis of media cost, duplication charges, time of people involved, and so on. (You will not be required to justify it to the Copyright Holder, but only to the computing community at large as a market that must bear the fee.)

"Freely Available" means that no fee is charged for the item itself, though there may be fees involved in handling the item. It also means that recipients of the item may redistribute it under the same conditions they received it.

1. You may make and give away verbatim copies of the source form of the Standard Version of this Package without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.

2. You may apply bug fixes, portability fixes and other modifications derived from the Public Domain or from the Copyright Holder. A Package modified in such a way shall still be considered the Standard Version.

3. You may otherwise modify your copy of this Package in any way, provided that you insert a prominent notice in each changed file stating how and when you changed that file, and provided that you do at least ONE of the following:

a) place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or placing the modifications on a major archive site such as unnet.uu.net, or by allowing the Copyright Holder to include your modifications in the Standard Version of the Package.

b) use the modified Package only within your corporation or organization.

c) rename any non-standard executables so the names do not conflict with standard executables, which must also be provided, and provide a separate manual page for each non-standard executable that clearly documents how it differs from the Standard Version.

d) make other distribution arrangements with the Copyright Holder.

4. You may distribute the programs of this Package in object code or executable form, provided that you do at least ONE of the following:

a) distribute a Standard Version of the executables and library files, together with instructions (in the manual page or equivalent) on where to get the Standard Version.

b) accompany the distribution with the machine-readable source of the Package with your modifications.

c) give non-standard executables non-standard names, and clearly document the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.

d) make other distribution arrangements with the Copyright Holder.

5. You may charge a reasonable copying fee for any distribution of this Package. You may charge any fee you choose for support of this Package. You may not charge a fee for this Package itself. However, you may distribute this Package in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution provided that you do not advertise this Package as a product of your own. You may embed this Package's interpreter within an executable of yours (by linking); this shall be construed as a mere form of aggregation, provided that the complete Standard Version of the interpreter is so embedded.

6. The scripts and library files supplied as input to or produced as output from the programs of this Package do not automatically fall under the copyright of this Package, but belong to whoever generated them, and may be sold commercially, and may be aggregated with this Package. If such scripts or library files are aggregated with this Package via the so-called "undump" or "unexec" methods of producing a binary executable image, then distribution of such an image shall neither be construed as a distribution of this Package nor shall it fall under the restrictions of Paragraphs 3 and 4, provided that you do not represent such an executable image as a Standard Version of this Package.

7. C subroutines (or comparably compiled subroutines in other languages) supplied by you and linked into this Package in order to emulate subroutines and variables of the language defined by this Package shall not be considered part of this Package, but are the equivalent of input as in Paragraph 6, provided these subroutines do not change the language in any way that would cause it to fail the regression tests for the language.

8. Aggregation of this Package with a commercial distribution is always permitted provided that the use of this Package is embedded; that is, when no overt attempt is made to make this Package's interfaces visible to the end user of the commercial distribution. Such use shall not be construed as a distribution of this Package.

9. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.

10. THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The End

Oracle Database JDBC Drivers

The following license applies to Oracle8i, Oracle9i and Oracle Database 10g JDBC Drivers.

Oracle Technology Network Development and Distribution License Terms

Export Controls on the Programs

Selecting the "Accept License Agreement" button is a confirmation of your agreement that you comply, now and during the trial term, with each of the following statements:

-You are not a citizen, national, or resident of, and are not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the United States has prohibited export.

-You will not download or otherwise export or re-export the Programs, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries.

-You are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders.

You will not download or otherwise export or re-export the Programs, directly or indirectly, to persons on the above mentioned lists.

You will not use the Programs for, and will not allow the Programs to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

EXPORT RESTRICTIONS

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 (http://www.oracle.com/products/export).

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.

Oracle Employees: Under no circumstances are Oracle Employees authorized to download software for the purpose of distributing it to customers. Oracle products are available to employees for internal use or demonstration purposes only. In keeping with Oracle's trade compliance obligations under U.S. and applicable multilateral law, failure to comply with this policy could result in disciplinary action up to and including termination.

Note: You are bound by the Oracle Technology Network ("OTN") License Agreement terms. The OTN License Agreement terms also apply to all updates you receive under your Technology Track subscription.

The OTN License Agreement terms below supercede any shrinkwrap license on the OTN Technology Track software CDs and previous OTN License terms (including the Oracle Program License as modified by the OTN Program Use Certificate).

Oracle Technology Network Development and Distribution License Agreement

"We," "us," and "our" refers to Oracle USA, Inc., for and on behalf of itself and its subsidiaries and affiliates under common control. "You" and "your" refers to the individual or entity that wishes to use the programs from Oracle. "Programs" refers to the software product you wish to download and use and program documentation. "License" refers to your right to use the programs under the terms of this agreement. This agreement is governed by the substantive and procedural laws of California. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco, San Mateo, or Santa Clara counties in California in any dispute arising out of or relating to this agreement.

We are willing to license the programs to you only upon the condition that you accept all of the terms contained in this agreement. Read the terms carefully and select the "Accept" button at the bottom of the page to confirm your acceptance. If you are not willing to be bound by these terms, select the "Do Not Accept" button and the registration process will not continue.

License Rights

We grant you a nonexclusive, nontransferable limited license to use the programs: (a) for purposes of developing, testing, prototyping and

running applications you have developed for your own internal data processing operations; (b) to distribute the programs with

applications

you have developed to your customers provided that each such licensee agrees to license terms consistent with the terms of this Agreement,

you do not charge your end users any additional fees for the use of the programs, and your end users may only use the programs to run your

applications for their own business operations; and (c) to use the programs to provide third party demonstrations and training. You are not

permitted to use the programs for any purpose other than as permitted under this Agreement. If you want to use the programs for any purpose

other than as expressly permitted under this agreement you must contact us, or an Oracle reseller, to obtain the appropriate license. We may

audit your use and distribution of the programs. Program documentation is either shipped with the programs, or

documentation may accessed

online at http://otn.oracle.com/docs.

Ownership and Restrictions

We retain all ownership and intellectual property rights in the programs. You may make a sufficient number of copies of the programs for the licensed use and one copy of the programs for backup purposes.

You may not:

- use the programs for any purpose other than as provided above;

- distribute the programs unless accompanied with your applications;

- 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.

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 (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: 01/24/09

Should you have any questions concerning this License Agreement, or if you desire to contact Oracle for any reason, please write: Oracle USA, Inc. 500 Oracle Parkway, Redwood City, CA 94065

Oracle may contact you to ask if you had a satisfactory experience installing and using this OTN software download.

OPTA MSSQL JDBC driver

Copyright © 1998 - 2009 by i-net software

The OPTA MSSQL JDBC driver can be found at the following address: *https://www.inetsoftware.de/products/jdbc-driver/ms-sql/opta*

MICROSOFT VISUAL C++ 2005 RUNTIME LIBRARIES Dynamic libraries

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT VISUAL C++ 2005 RUNTIME LIBRARIES

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

* updates,

* supplements,

* Internet-based services, and

* support services

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

By using the software, you accept these terms. If you do not accept them, do not use the software.

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

1. INSTALLATION AND USE RIGHTS. You may install and use any number of copies of the software on your devices.

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

* disclose the results of any benchmark tests of the software to any third party without Microsoft 祖 prior written approval;

* work around any technical limitations in the software;

* reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

* make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

* publish the software for others to copy;

* rent, lease or lend the software;

* transfer the software or this agreement to any third party; or

* use the software for commercial software hosting services.

3. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

4. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

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

6. SUPPORT SERVICES. Because this software is 揳 s is,?we may not provide support services for it.

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

8. APPLICABLE LAW.

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

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

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

10. DISCLAIMER OF WARRANTY. The software is licensed 揳 s-is.? You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

* anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

* claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

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

MICROSOFT VIRTUAL MACHINE

MICROSOFT VIRTUAL MACHINE

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

IMPORTANT READ CAREFULLY: This Microsoft End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product identified above, which includes "online" or electronic documentation and may include computer software and associated media and printed materials ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you are not authorized to use the SOFTWARE PRODUCT.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

Installation and Use. You may install and use copies of the SOFTWARE PRODUCT on any computer which is running a licensed copy of Microsoft Windows 95, Microsoft Windows 98, Microsoft Windows NT Workstation version 4.0 or later, Microsoft Windows NT Server version 4.0 or later, Microsoft Internet Explorer, Microsoft SDK for Java, Microsoft Internet Information Server, or Microsoft Visual J++. You may redistribute the SOFTWARE PRODUCT with your own software

products in accordance with the terms of the end user license agreements for the Microsoft SDK for Java or Microsoft Visual J++ provided that you own licensed copies, where appropriate, of such Microsoft tool products.

Backup Copies. You may make backup copies of the SOFTWARE PRODUCT for all computers on which you have installed the SOFTWARE PRODUCT.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

You must maintain all copyright notices on all copies of the SOFTWARE PRODUCT.

You may not distribute copies of the SOFTWARE PRODUCT to third parties.

Rental. You may not rent, lease or lend the SOFTWARE PRODUCT.

Software Transfer. You may permanently transfer all of your rights under this EULA, provided the recipient agrees to the terms of this EULA.

Termination. Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT and any copies thereof are owned by Microsoft or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

4. U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

5. EXPORT RESTRICTIONS. You agree that you will not export or re-export the SOFTWARE PRODUCT to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

6. NOTE ON JAVA SUPPORT. THE SOFTWARE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

NO WARRANTIES. Microsoft expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or noninfringement. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with you.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall Microsoft or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Microsoft product, even if Microsoft has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

MISCELLANEOUS

If you acquired this product in the United States, this EULA is governed by the laws of the State of Washington.

If you acquired this product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

If this product was acquired outside the United States, then local law 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.

GARANTIE LIMIT 蒃

EXCLUSION DE GARANTIE. Microsoft exclut express \mathbb{R} ent toute garantie relative au PRODUIT LOGICIEL. Le PRODUIT LOGICIEL et la documentation y aff \mathbb{R} ente sont fournis "en l' \mathbb{E} at", sans garantie d'aucune sorte, expresse ou implicite, y compris, de mani \mathfrak{k} e limitative, sans aucune garantie de qualit? d'ad \mathbb{R} uation ?un usage particulier ou de non-contrefa \mathfrak{k} n. Vous assumez l'ensemble des risques d \mathbb{E} oulant de l'utilisation ou des performances du PRODUIT LOGICIEL.

ABSENCE DE RESPONSABILIT?POUR LES DOMMAGES INDIRECTS. Microsoft ou ses fournisseurs ne pourront, en aucun cas, 阾 re tenus pour responsables quelque dommage que ce soit (notamment, de mani 鑢 e non limitative, les pertes de b 閚閒 ices, les interruptions d'activit? les pertes d'informations commerciales ou d'autres pertes p 閏 uniaires) r 閟 ultant de l'utilisation ou de l'impossibilit?d'utiliser ce produit Microsoft, alors m 阭 e que Microsoft aurait 閠?inform 闭 de la possibilit?de tels dommages. Certains pays ou certaines juridictions n'autorisent pas l'exclusion ou la limitation de responsabilit?pour les dommages indirects, de sorte que la limitation ci-dessus peut ne pas vous 阾 re applicable.

La pr 閟 ente Convention est r 間 ie par les lois de la province d'Ontario, Canada. Chacune des parties ?la pr 閟 ente reconna 類 irr 関 ocablement la comp 閠 ence des tribunaux de la province d'Ontario et consent ?instituer tout litige qui pourrait d 閏 ouler de la pr 閟 ente aupr 鑣 des tribunaux situ 閟 dans le district judiciaire de York, province d'Ontario.

Au cas o?vous auriez des questions concernant cette licence ou que vous d 閟 iriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou 閏 rivez ?: Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.

Microsoft Data Access Components 2.7

MICROSOFT CORPORATION END-USER LICENSE AGREEMENT

Microsoft Data Access Components 2.7

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product"). An amendment or addendum to this EULA may accompany the Product. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

1. GRANT OF LICENSE.

Microsoft grants you the following rights provided that you comply with all terms and conditions of this EULA:

a. Installation and Use.

You may install and use an unlimited number of copies of the Product only for your internal use on your premises. You may make an unlimited number of copies (either in hard copy or electronic form) of any electronic documents included with the Product only for your internal use on your premises.

b. Storage/Network Use.

You may also store or install a copy of the Product on a storage device, such as a network server, used only to install or run the Product on your other computers over an internal network.

c. Performance or Benchmark Testing.

You may not disclose the results of any benchmark test using the Product to any third party without Microsoft's prior written approval.

d. Redistribution Rights and Requirements.

(i) Microsoft grants you a non-exclusive, royalty-free right to reproduce and distribute only the Microsoft Installer Component of the Product, which are the files identified as MDAC_typ.exe and MDAC_typ.msm (the "File"), provided you agree to (a)not alter the File; (b)distribute the unaltered File in object code form and only in conjunction with and as part of the installation setup of a software application created by you that adds significant and primary functionality to the Product ("Application"); (c)not use Microsoft's name, logo, or trademarks to market your Application without the prior written consent of Microsoft; (d)include a valid copyright notice in your name or on your behalf with your Application; (e)indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your Application; and (f)not permit further distribution of the File by end users of your Application. You may direct your Application end users who desire to obtain Product redistribution rights to: <http://www.microsoft.com/data>. Microsoft reserves the right to delete the Product download and to change, move, or remove this web page at any time, at its sole option.

(ii) Reservation of Rights.

Microsoft reserves all rights not expressly granted to you in this EULA.

2. UPGRADES.

To use a Product identified as an upgrade, you must first be licensed for the product identified by Microsoft as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.

3. ADDITIONAL SOFTWARE.

This EULA applies to updates or supplements to the original Product provided by Microsoft, unless we provide other terms along with the update or supplement.

4. TRANSFER.

Transfer to Third Party. The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms. No Rental. You may not rent, lease, or lend the Product.

5. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.

You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

6. TERMINATION.

Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.

7. CONSENT TO USE OF DATA.

You agree that Microsoft and its affiliates may collect and use technical information you provide as a part of support services related to the Product. Microsoft agrees not to use this information in a form that personally identifies you.

8. EXPORT RESTRICTIONS.

You acknowledge that the Product is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

9. DISCLAIMER OF WARRANTIES.

To the maximum extent permitted by applicable law, Microsoft and its suppliers provide the Product and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, 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.

10. 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 PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, 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.

11. 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 EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the Product or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 9 and 10 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

12. NOTE ON JAVA SUPPORT.

THE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

13. U.S. GOVERNMENT LICENSE RIGHTS.

All Product provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Product provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

14. APPLICABLE LAW.

If you acquired this Product in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Product in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this Product was acquired outside the United States, then local law may apply.

15. COPYRIGHT.

The Product is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.

16. ENTIRE AGREEMENT.

This EULA, including any addendum or amendment to this EULA which is included with the Product, are the entire agreement between you and Microsoft relating to the Product and the support services (if any), and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante vous concerne:

DéNI DE GARANTIES. Dans la mesure maximale permise par les lois applicables, le Produit et les services de soutien technique (le cas échéant) sont fournis TELS QUELS ET AVEC TOUS LES DéFAUTS par Microsoft et ses fournisseurs, lesquels par les présentes dénient toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à un usage particulier, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Produit et de la prestation des services de soutien technique ou de l'omission d'une telle prestation. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, à LA JOUISSANCE OU LA POSSESSION PAISIBLE, à LA CONCORDANCE à UNE DESCRIPTION NI QUANT à UNE ABSENCE DE CONTREFA?ON CONCERNANT LE PRODUIT.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES à L'ÉGARD DU MANQUE à GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NéGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT à L'UTILISATION DU PRODUIT OU à L'INCAPACITÉ DE S'EN SERVIR, à LA PRESTATION OU à L'OMISSION D'UNE TELLE PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DU PRÉSENT EULA OU RELATIVEMENT à UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. Malgré les dommages que vous puissiez subir pour quelque motif que ce soit (notamment, tous les dommages susmentionnés et tous les dommages directs ou généraux), l'obligation intégrale de Microsoft et de l'un ou l'autre de ses fournisseurs aux termes de toute disposition du présent EULA et votre recours exclusif à l'égard de tout ce qui précède (sauf en ce qui concerne tout recours de réparation ou de remplacement choisi par Microsoft à l'égard de tout manquement à la garantie limitée) se limite au plus élevé entre les montants suivants : le montant que vous avez réellement payé pour le Produit ou 5,00 \$US. Les limites, exclusions et dénis qui précèdent (y compris les clauses ci-dessus), s'appliquent dans la mesure maximale permise par les lois applicables, même si tout recours n'atteint pas son but essentiel.

La présente Convention est régie par les lois de la province d'Ontario, Canada. Chacune des parties à la présente reconna?t irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler de la présente auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou écrivez à : Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.

MICROSOFT PLATFORM SOFTWARE DEVELOPMENT KIT

END-USER LICENSE AGREEMENT

MICROSOFT PLATFORM SOFTWARE DEVELOPMENT KIT

IMPORTANT 泰 EAD CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). An amendment or addendum to this EULA may accompany the SOFTWARE PRODUCT. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

1. GRANT OF LICENSE. Microsoft grants you the following rights provided you comply with all terms and conditions of this EULA:

* SOFTWARE PRODUCT. You may install and use an unlimited number of copies of the SOFTWARE PRODUCT on computers, including workstations, terminals or other digital electronic devices residing on your premises ("Computers") to design, develop, and test your software application(s) ("Application") for use with any version or edition of Microsoft Windows 95, Windows 98, Windows NT 4.0, Windows 2000 operating system products and/or any version or edition of any Microsoft operating system product that is a successor to the foregoing and/or any Microsoft product suite that contains any of the foregoing (each a "Microsoft Operating System Product").

* Sample Code. You may modify the sample source code located in the SOFTWARE PRODUCT's "samples" directories ("Sample Code") to design, develop, and test your Application solely for use with a Microsoft Operating System Product. You may also reproduce and distribute the Sample Code in object code form along with any modifications you make to the Sample Code, provided that you comply with the Distribution Terms described below. For purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code.

* Redistributable Code. Portions of the SOFTWARE PRODUCT are designated as "Redistributable Code." The text file, \LICENSE\REDIST.TXT, lists the Redistributable code and describes distribution rights associated with the Redistributable Code, subject further to the Distribution Terms specified below.

* Distribution Terms. You may reproduce and distribute an unlimited number of copies of the Sample Code and/or Redistributable Code (collectively "Redistributable Components") as described above in object code form, provided that (a) you distribute the Redistributable Components only in conjunction with and as a part of your Application solely for use with a Microsoft Operating System Product; (b) your Application adds significant and primary functionality to the Redistributable Components; (c) you distribute your Application containing the Redistributable Components pursuant to an End-User License Agreement (which may be "break-the-seal", "click-wrap" or signed), with terms no less protective than those contained herein; (d) you do not permit further redistribution of the Redistributable Components by your end-user customers; (e) you do not use Microsoft's name, logo, or trademarks to market your Application; (f) you include a valid copyright notice on your Application; and (g) you agree to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your Application. Contact Microsoft for the applicable licensing terms for all other uses and/or distribution of the Redistributable Components.

* Reservation of Rights. Microsoft reserves all rights not expressly granted to you in this EULA.

* Pre-release code. The SOFTWARE PRODUCT may contain prerelease code that is not at the level of performance and compatibility of the final, generally available, product offering. These portions of the SOFTWARE PRODUCT may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the SOFTWARE PRODUCT commercially available. Microsoft grants you the right to distribute test version of your Application created using the PRERELEASE CODE provided you comply with the Distribution Requirements described in Section 1 and the following additional provisions: (a) you must mark the test version of your Application that operate satisfactorily with the final commercial release of the PRERELEASE CODE.

2. CONFIDENTIALITY OF PRERELEASE CODE. The PRERELEASE CODE, including its features, is proprietary and confidential information to Microsoft and its suppliers. you agree not to disclose or provide the PRERELEASE CODE, documentation, or any information relating to the PRERELEASE CODE (including features or the results of use or testing) to any third party except as expressly provided herein without Microsoft's express written permission. However, you may disclose confidential information in accordance with judicial or other governmental order, provided you shall give Microsoft reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. You shall not be liable to Microsoft for such information which you can prove (1) is already known to you; (2) becomes publicly known through no wrongful act of you; (3) is rightfully received from a third party without similar restriction and without breach of this Agreement; or (4) is independently developed by you. This provision shall survive the termination or expiration of this Agreement.

3. TRANSFER 樁 nternal. You may move the SOFTWARE PRODUCT to a different Computer. Transfer to Third Party. The initial user of the SOFTWARE PRODUCT may make a one-time transfer of the SOFTWARE PRODUCT to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred SOFTWARE PRODUCT must agree to all the EULA terms. No Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.

4. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

5. TERMINATION. Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

6. CONSENT TO USE OF DATA. You agree that Microsoft and its affiliates may collect and use technical information you provide as a part of support services related to the SOFTWARE PRODUCT. Microsoft agrees not to use this information in a form that personally identifies you.

7. NOT FOR RESALE SOFTWARE. SOFTWARE PRODUCT identified as "Not for Resale" or "NFR," may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.

8. ACADEMIC EDITION SOFTWARE. To use SOFTWARE PRODUCT identified as "Academic Edition" or "AE," you must be a "Qualified Educational User." For qualification-related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.

9. EXPORT RESTRICTIONS. You acknowledge that the SOFTWARE PRODUCT is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCT, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

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

11. 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, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE SUPPORT SERVICES, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. 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 EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT 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.

13. NOTE ON JAVA SUPPORT. THE SOFTWARE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

14. U.S. GOVERNMENT LICENSE RIGHTS. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

15. APPLICABLE LAW. If you acquired this SOFTWARE PRODUCT in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this SOFTWARE PRODUCT in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this SOFTWARE PRODUCT was acquired outside the United States, then local law may apply.

16. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the SOFTWARE PRODUCT) are the entire agreement between you and Microsoft relating to the SOFTWARE PRODUCT and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SOFTWARE PRODUCT or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

17. The SOFTWARE PRODUCT is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold.

Si vous avez acquis votre PRODUIT LOGICIEL Microsoft au CANADA, la garantie limit 閉 suivante vous concerne :

D 蒒 I DE GARANTIE. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MICROSOFT ET SES FOURNISSEURS VOUS FOURNISSENT LE PRODUIT LOGICIEL ET LES SERVICES DE SOUTIEN TECHNIQUE POUR LE PRODUIT LOGICIEL (LES "SERVICES DE SOUTIEN"), LE CAS 蒀 H 葱 NT, TEL QUEL ET AVEC TOUS LES D 蒄 AUTS; MICROSOFT ET SES FOURNISSEURS, PAR LES PR 藆 ENTES, D 莭 IENT TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLICITES OU EN VERTU DE LA LOI, RELATIVEMENT AU PRODUIT LOGICIEL ET AUX SERVICES DE SOUTIEN, NOTAMMENT (LE CAS 蒀 H 葱 NT) LES GARANTIES, DEVOIRS OU CONDITIONS DE, OU EN MATI 萊 E DE, QUALIT?MARCHANDE, D'ADAPTATION ?UN USAGE PARTICULIER, D'ABSENCE DE VIRUS, D'EXACTITUDE OU D'EXHAUSTIVIT?DES R 莭 ONSES, DES R 蒘 ULTATS, DES EFFORTS D 莭 LOY 蒘 SELON LES R 葿 LES DE L'ART ET D'ABSENCE DE N 蒅 LIGENCE. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE, DEVOIR OU CONDITION QUANT AU TITRE DE PROPRI 悥? ?LA JOUISSANCE OU ?LA POSSESSION PAISIBLE, ?LA CONCORDANCE ?UNE DESCRIPTION NI QUANT ?UNE ABSENCE DE CONTREFA 荿 N CONCERNANT LE PRODUIT LOGICIEL OU LES SERVICES DE SOUTIEN. VOUS ACCEPTEZ TOUS LES RISQUES RELATIVEMENT ?L'UTILISATION DU PRODUIT LOGICIEL ET DES SERVICES DE SOUTIEN DE M 蔒 E QUE RELATIVEMENT ?LA PERFORMANCE DU PRODUIT LOGICIEL ET ?LA PRESTATION DES SERVICES DE SOUTIEN.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SP \pm IAUX, ACCESSOIRES, INDIRECTS OU CONS \pm UTIFS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES ?L' \pm ARD DE LA PERTE DE PROFITS OU ?LA PERTE DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE L'INTERRUPTION DES AFFAIRES, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIV \pm , DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA N \pm LIGENCE ET DE TOUTE AUTRE PERTE P \pm UNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANI \pm E QUE CE SOIT ?L'UTILISATION DU PRODUIT LOGICIEL OU ?L'INCAPACIT?DE S'EN SERVIR, ?LA PRESTATION OU ?L'OMISSION D'UNE PRESTATION DES SERVICES DE SOUTIEN OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE CE CLUF, OU RELATIVEMENT ?UNE TELLE DISPOSITION, M \pm E EN CAS DE FAUTE, DE D \pm IT CIVIL (Y COMPRIS LA N \pm LIGENCE, DE RESPONSABILIT?STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR, ET CE M \pm E SI MICROSOFT OU TOUT FOURNISSEUR A \equiv ?AVIS?DE LA POSSIBILIT?DE TELS DOMMAGES.

LIMITATION DE RESPONSABILIT?ET RECOURS. MALGR?LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, TOUS LES DOMMAGES SUS-MENTIONN 藆 ET TOUS LES DOMMAGES DIRECTS OU G 蒒蒖 AUX), L'OBLIGATION INT 蒅 RALE DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE CE CLUF ET VOTRE RECOURS EXCLUSIF ?L'蒅 ARD DE TOUT DE QUI PR 蒀茵 E SE LIMITENT AUX DOMMAGES R 蒃 LS QUE VOUS AVEZ SUBIS EN VOUS FONDANT SUR UNE EXPECTATIVE RAISONNABLE, JUSQU'AU PLUS 蒐 EV?ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ R 蒃 LLEMENT PAY?POUR LE PRODUIT LOGICIEL OU \$5.00 U.S. LES LIMITES, EXCLUSIONS ET D 蒒 IS QUI PR 蒀茵 ENT S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES M 蔒 E SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

La pr 閟 ente Convention est r 間 ie par les lois de la province d'Ontario, Canada. Chacune des parties ?la pr 閟 ente reconna 類 irr 関 ocablement la comp 閠 ence des tribunaux de la province d'Ontario et consent ?instituer tout litige qui pourrait d 閠 ouler de la pr 閟 ente aupr 鑣 des tribunaux situ 閟 dans le district judiciaire de York, province d'Ontario.

Au cas o?vous auriez des questions concernant cette licence ou que vous d 閟 iriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou 閏 rivez ?: Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.

Chart FX

Chart FX Client Server License Agreement

READ CAREFULLY BEFORE INSTALLING THE SOFTWARE.

By INSTALLING the Chart FX Client Server software. (hereinafter "the Software" or "Software"), you are accepting the following License Agreement.

LICENSE AGREEMENT This is a legal agreement between you (either an individual or an entity) and Software FX, Inc. By Installing the software you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the uninstalled software to the place you purchased it for a full refund.

SOFTWARE FX, INC. - SOFTWARE LICENSE

1. GRANT OF LICENSE. This License agreement permits you to use one copy of the software program (hereinafter "The SOFTWARE" or "SOFTWARE") on a single computer. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, or other storage device) of that computer.

2. COPYRIGHT. The SOFTWARE is owned by Software FX, Inc. or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or a musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes. or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not make multiples copies of SOFTWARE nor the written materials accompanying the SOFTWARE.

3. OTHER RESTRICTIONS. You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. Upon such transfer, you will notify Software FX, Inc. of the transfer and the name and address of recipient. You may not reverse engineer, decompile, or disassemble the SOFTWARE. If the SOFTWARE is an Update or has been updated, any transfer must include the most recent update and all prior versions.

4. REDISTRIBUTABLE CODE. Portions of the software are designated as "Redistributable Code". The file "REDIST.TXT" list the files and describes the Redistributable rights associated with each file of the Redistributable Code, subject to the "Distribution Requirements" described below.

5. DISTRIBUTION REQUIREMENTS. You have a royalty-free right to distribute Chart FX "Redistributable Code" if:

(a) you distribute the "run time" modules only in conjunction with the executable files that make use of them as a part of your software product;

(b) you do not redistribute or generate License files (.LIC or .LPK files or Registry entries) as part of your software product(s);

(c) you do not permit further redistribution of the "run-time modules" by your end users customers;

(d) you do not expose, document or make public the software API (Application Programming Interface);

(e) your software product(s) must add significant and primary functionality to Chart FX "Redistributable Code";

(f) your software product main and primary functionality must not be creating and displaying charts;

(g) you redistribute only the software designated as redistributable code.

(h) you do not use the Software FX, Inc. name, logo or trademark to market your software product;

(i) you or your end users do not use the "Redistributable Code" or any other SOFTWARE component for development purposes;

(j) you agree to indemnify, hold harmless, and defend Software FX, Inc. and its suppliers from and against any and all claims or lawsuits including attorney's fees, that arise or result from the use or distribution of your software product.

If any of the conditions set forth in paragraphs a through k are breached, such breach shall constitute an unlawful use of the SOFTWARE, and you shall be prosecuted to the full extent of the law. Furthermore, you shall be liable to Software FX, Inc. for all damages caused by such breach and unlawful use of the software, including attorney's fees and costs incurred in any action, lawsuit or claim brought or filed to redress the breach of this agreement.

6. NON REDISTRIBUTABLE CODE. This product also contains software known as the Chart FX Client Server Active Document Server or OLE Server. You may install one copy of the Chart FX OLE Server for testing purposes only. Contact Software FX, Inc. for the applicable royalties due and other licensing terms for all other uses and/or distribution of the Chart FX OLE Server.

LIMITED WARRANTY

LIMITED WARRANTY. Software FX, Inc. warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt. and (b) any hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to ninety (90) days and one (1) year respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

CUSTOMER REMEDIES. Software FX, Inc.'s and its suppliers' entire liability and your exclusive remedy in the event of a defect in materials and workmanship of the SOFTWARE under normal use during the Limited Warranty period shall be, at Software FX, Inc.'s option, either (a) return of the price paid by you in exchange for all SOFTWARE contents including written materials; or (b) repair or replacement of the SOFTWARE or hardware that does not meet Software FX, Inc.'s

Limited Warranty and which is returned to Software FX, Inc. with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE or hardware will be warranted for the remainder of the original warranty period or thirty (30) days whichever is longer. Neither these remedies nor any product support services are available outside the United States without proof of purchase from an authorized non-U.S. source.

NO OTHER WARRANTIES. there are no other warranties to the maximum extent permitted by applicable law. Software FX, Inc. and its suppliers disclaim all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the SOFTWARE, the accompanying written materials, and any accompanying hardware.

NO LIABILITIES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. To the maximum extent permitted by law, in no event shall Software FX, Inc. or its suppliers be liable for any damages whatsoever (including without limitations, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Software FX, Inc. product, even if Software FX, Inc. has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and written materials are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Software FX, Inc.

If you acquired this product in the United States, this Agreement is governed by the laws of the State of Florida., in Boca Raton, County of Palm Beach, Florida.

Janus GridEX 2000

Janus Systems - Janus GridEX 2000- LICENSE AGREEMENT

IMPORTANT: Read This License Carefully.

This License Agreement ("LICENSE") is a legal agreement between the Licensee (either an individual or a single entity) and Janus Systems for the software product identified above, which includes computer software and may include associated "online" or electronic documentation ("SOFTWARE PRODUCT").

The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by Janus Systems.

By installing, copying, downloading, accessing, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this LICENSE. If you do not agree to all the terms of this LICENSE, do not install or use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund, if relevant.

SOFTWARE PRODUCT LICENSE

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold.

1. LICENSE TO USE SOFTWARE PRODUCT.

1.1 LICENSE GRANT. If Licensee is an entity, Janus Systems grants him the right to designate one individual within your organization to have the sole right to use the SOFTWARE PRODUCT in the manner provided below. Janus Systems grants to the Licensee as an individual, a personal, nonexclusive, non-transferable LICENSE to use one copy of this SOFTWARE PRODUCT. Licensee may use the Licensed Software only on one central processing unit with one input terminal. The SOFTWARE PRODUCT is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of that computer. Licensee may not network the SOFTWARE PRODUCT or otherwise use it for development on more than one computer at the same time, for more than one developer at a time. Each developer working with the SOFTWARE PRODUCT must purchase a copy of the component for his/her own development needs.

1.2 SOURCE CODE. Licensee has no right of access to the source code of the SOFTWARE PRODUCT.

1.3 BETA, TRIAL or EVALUATION VERSIONS. Licensee may use the beta versions, trial versions, demonstration versions, evaluation versions and product tours of the SOFTWARE PRODUCT for the limited purposes of demonstrations, trials, design time evaluations and running a product tour. Licensee may not distribute any of the files provided with the beta, trial, demonstration or evaluation version.

2. DISTRIBUTION / REDISTRIBUTABLE CODE

2.1 SAMPLE CODE. In addition to the LICENSE granted in Section 1, Janus Systems grants the Licensee the right to use and modify the source code versions of those portions of the SOFTWARE PRODUCT which are identified in the documentation as the Sample Code and located in the \SAMPLES subdirectory(s) of the SOFTWARE PRODUCT, either on CD-ROM or electronic format (collectively "SAMPLE CODE"), provided Licensee complies with the Redistribution Requirements. Licensee may not distribute the SAMPLE CODE, or any modified version of the SAMPLE CODE, in source code form.

2.2 REDISTRIBUTABLE CODE. In addition to the LICENSE granted in Section 1, Janus Systems grants the Licensee a nonexclusive, royalty-free right to reproduce and distribute the object code version of those portions of the SOFTWARE PRODUCT identified in the SOFTWARE PRODUCT Help System, or on Janus Systems' website (http://www.janusys.com), as the REDISTRIBUTABLE FILES, provided Licensee complies with the redistribution requirements.

2.3 REDISTRIBUTION REQUIREMENTS. If Licensee redistributes the REDISTRIBUTABLE FILES, she/he agrees to (a) register her/his copy of the SOFTWARE with Janus Systems via e-mail (registration@janusys.com), using the registration application installed with the software product (b) distribute the REDISTRIBUTABLE FILES in object code form only in conjunction with, and as part of her/his software application product which adds significant and primary functionality and which is designed, developed, and tested to operate in the Microsoft Windows and/or Windows NT environments; (c) not use Janus Systems' name, logo or trademarks to market her/his software application product; (d) include a valid copyright notice on her/his SOFTWARE; (e) indemnify, hold harmless, and defend Janus Systems from and against any claims or lawsuits, including attorney's fees, that arise or result from the use and distribution of her/his software application product; and (f) not permit further distribution of the REDISTRIBUTABLE FILES by her/his end user.

2.4 LIMITATIONS. Distribution by the Licensee of any designers or design-time assistants (EXE's OCX's or DLL's), executables, source code, distributed by Janus Systems as part of this SOFTWARE PRODUCT and not identified as a redistributable file is prohibited. Redistribution by Licensee's users of Janus Systems' DLL's and OCX's or Licensee modified or wrapped version of Janus Systems OCX's without the appropriate redistribution LICENSE is prohibited.

Licensee shall not develop applications that provide an application programmable interface to the SOFTWARE PRODUCT or the SOFTWARE PRODUCT as modified. Licensee shall not develop applications that substantially duplicate the capabilities of the SOFTWARE PRODUCT or, in the reasonable opinion of Janus Systems, compete with it.

Licensee MAY NOT distribute the SOFTWARE PRODUCT, in any format, to other users for development or compiling purposes. In particular, if Licensee creates a control using the SOFTWARE PRODUCT as a constituent control, Licensee MAY NOT distribute the control created with the SOFTWARE PRODUCT (in any format) to users for being used at design time and/or for development purposes.

3. ADDITIONAL RIGHTS AND LIMITATIONS

3.1 RESTRICTIONS. Licensee may not alter, assign, create derivative works, decompile, disassemble, distribute, give, lease, loan, modify, rent, reverse engineer, sell, sub-license, transfer or translate in any way, by any means or any medium, including telecommunications, the SOFTWARE PRODUCT or Documentation (except as specifically and expressly provided below for "redistributable files"). Licensee will use its best efforts and take all reasonable steps to protect the SOFTWARE PRODUCT from unauthorized use, copying or dissemination.

3.2 SUPPORT SERVICES. Janus Systems may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the policies and programs described in "online" documentation and/or in other Janus Systems provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this LICENSE. With respect to technical information you provide to Janus Systems as part of the Support Services, Janus Systems may use such information for its business purposes, including for product support and development. Janus Systems will not utilize such technical information in a form that personally identifies Licensee.

3.3 The SOFTWARE PRODUCT is licensed as a single product and the software programs comprising SOFTWARE PRODUCT may not be separated.

3.4 TERMINATION. If either the SOFTWARE PRODUCT or Documentation is used in any way not expressly and specifically permitted by this LICENSE, then the LICENSE shall immediately terminate. Upon the termination of the LICENSE, Licensee shall thereafter make no further use of the SOFTWARE PRODUCT or Documentation, and Licensee shall return all licensed materials, postage prepaid.

4. UPGRADES, ENHANCEMENTS AND UPDATES. From time to time, at its sole discretion, Janus Systems may provide enhancements, updates, or new versions of the SOFTWARE PRODUCT on its then standard terms and conditions thereof. This Agreement shall apply to such enhancements.

Licensee is not entitled to updates or upgrades of the SOFTWARE PRODUCT or Documentation.

5. COPYRIGHT. All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Janus Systems or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This LICENSE grants Licensee no rights to use such content. Janus Systems reserves all rights not expressly granted.

Licensee MAY NOT COPY the SOFTWARE PRODUCT or Documentation (except as specifically and expressly provided below for "redistributable files"); provided, however, that Licensee may make one (1) copy of the SOFTWARE PRODUCT and the associated electronic documentation for archival/backup purposes. This copy will have to be labeled externally as such and show that use is subject to this LICENSE.

6. LIMITED WARRANTY. Licensee assumes all responsibility for the selection of the SOFTWARE PRODUCT as appropriate to achieve the results she/he intends. The SOFTWARE PRODUCT and documentation are not represented to be error-free. Janus Systems warrants that (a) the SOFTWARE PRODUCT shall perform substantially as described in its documentation for a period of ninety (90) days from purchase, and (b) any Support Services provided by Janus Systems shall be substantially as described in our accompanying materials, and our Support Team will make commercially reasonable efforts to solve any problem covered by our warranty. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND OF FITNESS FOR A PARTICULAR PURPOSE.

7. CUSTOMER REMEDIES. Janus Systems' entire liability and Licensee's exclusive remedy shall be, at Janus Systems' option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Janus Systems' Limited Warranty and which is returned to Janus Systems with a copy of Licensee's receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

8. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by law, in no event shall Janus Systems or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of use of or inability to use this SOFTWARE PRODUCT, or the failure to provide Support Services, even if Janus Systems or its dealer have been advised of the possibility of such damages. In any case, Janus Systems' entire liability under any provision of this LICENSE shall be limited to the greater of the amount actually paid by the licensee for the SOFTWARE PRODUCT or U.S.\$5.00.

Some states do not allow the exclusion or limitation of certain implied warranties or the limitation of the foregoing warranty or the exclusion or limitation of incidental or consequential damages, in which case and to the extent such exclusion or limitation is not allowed some of the foregoing limitations and exclusions may not apply to Licensee.

9. U.S. GOVERNMENT RESTRICTED RIGHTS. The licensed SOFTWARE PRODUCT and documentation have been developed exclusively at private expense and are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 242.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 42.227-19, as applicable. Manufacturer is Janus Systems SA de CV, Montes Urales # 146 Col. Vista Hermosa CP. 76050, Quer 閏 aro, Qro, M 閤 ico.

10. GENERAL PROVISION. Licensee shall have no right to sub-license any of the rights of this agreement, for any reason. In the event of the breach by Licensee of this Agreement, she/he shall be liable for all damages to Janus Systems, and this Agreement shall be terminated. If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of this Agreement shall not be affected or impaired thereby. In the event of a legal proceeding arising out of this Agreement, the prevailing party shall be awarded all legal costs incurred.

This Agreement constitutes the entire agreement between the parties for the supply of the SOFTWARE PRODUCT and its associated documentation and supersedes all prior arrangements, agreements, representations, and undertakings. This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

MISCELLANEOUS. This Agreement shall be governed by, construed and enforced in accordance with Mexican laws. Each party consents to the personal jurisdiction of Mexico and agrees to commence any legal proceedings arising out of this LICENSE shall be conducted solely in the courts located in Queretaro (Mexico).

Licensee shall be responsible for the payment of all taxes, duties, or levies that may now or hereafter be imposed by any authority upon this Agreement for the supply, use, or maintenance of the SOFTWARE PRODUCT, and if any of the foregoing taxes, duties, or levies are paid at any time by Janus Systems, Licensee shall reimburse Janus Systems in full upon demand.

ACKNOWLEDGEMENTS. Licensee acknowledges that she/he has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Copyright (C) 1998-2000. Janus Systems SA de CV. All rights reserved

Infragistics ActiveToolBars Plus

LICENSE AGREEMENT FOR INFRAGISTICS, INC .:

VERY IMPORTANT-CAREFULLY READ : This Infragistics Software License Agreement (hereinafter "LICENSE") is a legal agreement between you (either an individual or a single entity) and Infragistics, Inc. ("Infragistics"), for the SOFTWARE or products identified on the disk or CD-ROM labels enclosed with this package and for which the CD-Key(s) are either provided on the back of the enclosed CD case or obtained through Infragistics or an authorized distributor, which includes computer software and associated media and printed materials, and may include "on-line" or electronic documentation ("SOFTWARE"). By installing using the correct CD-Key(s), copying or otherwise using the SOFTWARE, you agree to be bound by the terms of this LICENSE. If you do not agree to the terms of this LICENSE, promptly return the unused SOFTWARE to the place from which you obtained it for a full refund.

SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

I. LICENSE GRANT. This LICENSE grants you the following rights:

A. The software is licensed per developer. You may make copies on more than one computer, as long as the use of the software is by the same developer. If you have purchased a "multi-pack" license, you may use a copy of the Infragistics Software identified above concurrently on the number of computers associated with the multi-pack (e.g. a five user multi-pack allows you to use the SOFTWARE on up to five computers concurrently or by five different developers, the ten user multi-pack on up to ten computers concurrently or by 10 different developers). The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage devise) of that computer. However, installation on a network server for the sole purpose of internal distribution to one or more other computer(s) shall not constitute "use" for which a separate license is required, provided you have a separate license for each computer to which the SOFTWARE is distributed.

B. Solely with respect to electronic documents included with the SOFTWARE, you may make a copy (either in hardcopy or electronic form), provided that the number of copies made shall not exceed the number of licenses you own for that SOFTWARE, and further provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.

C. You may use the trial versions and product tours, as described on the CD-ROM, of the software products included on this CD-ROM for the limited purposes of demonstrations, trials and design time evaluations and running a product tour.

II. TITLE; COPYRIGHT. All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animation, video, audio, music, text and "applets" incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE are owned by INFRAGISTICS or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material, except that you may either (A) make one copy of the SOFTWARE solely for backup or archival purposes or (B) install the SOFTWARE on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE.

III. ADDITIONAL RIGHTS AND LIMITATIONS.

A. Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE.

B. No Separation of Components. The SOFTWARE is licensed as a single product and the software programs comprising the SOFTWARE may not be separated for use by more than one user at a time.

C. Rental. You may not rent or lease the SOFTWARE.

D. Software Transfer. You may NOT transfer any of your rights under this LICENSE.

E. Termination. Without prejudice to any other rights, Infragistics may terminate this LICENSE if you fail to comply with the terms and conditions of this LICENSE. In such event, you must destroy all copies of the SOFTWARE.

IV. REDISTRIBUTABLE COMPONENTS.

A. Sample Code. In addition to the license granted in Section 1, Infragistics grants you the right to use and modify the source code versions of those portions of the SOFTWARE which are identified in the documentation as the Sample Code and located in the \SAMPLES(xx) subdirectory(s) of the SOFTWARE, either on disk, CD-ROM or electronic format (collectively "SAMPLE CODE") provided you comply with section 4.c. You may not distribute the SAMPLE CODE, or any modified version of the SAMPLE CODE, in source code form.

B. Redistributable Code. In addition to the license granted in Section 1, Infragistics grants you a nonexclusive, royalty-free right to reproduce and distribute the object code version of those portions of the SOFTWARE designated in the SOFTWARE as (i) those portions of the SOFTWARE which are identified in the documentation as the VBX ("VBX") and/or OCX ("OCX") Controls; (ii) those portions of the SOFTWARE which are identified in the documentation as REDISTRIBUTABLE DLLs ("DLLs"); and (iii) SAMPLE CODE (collectively, "REDISTRIBUTABLES"), provided you comply with Section 4.c.

5. U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Infragistics, Inc., 2540 Route 130, Cranbury, NJ 08512.

LIMITED WARRANTY

LIMITED WARRANTY. EXCEPT WITH RESPECT TO REDISTRIBUTABLES, WHICH ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, INFRAGISTICS WARRANTS THAT THE SOFTWARE WILL PERFORM

SUBSTANTIALLY IN ACCORDANCE WITH THE ACCOMPANYING WRITTEN MATERIALS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF RECEIPT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS OF DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES ON THE SOFTWARE, IF ANY, ARE LIMITED TO THIRTY (30) DAYS.

CUSTOMER REMEDIES. INFRAGISTICS 扮 AND ITS SUPPLIERS?ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT INFRAGISTICS 扮 OPTION, EITHER (A) RETURN OF THE PAID PRICE, OR (B) REPAIR OR REPLACEMENT OF THE SOFTWARE. PRODUCTS PURCHASED OTHER THAN DIRECTLY FROM INFRAGISTICS SHALL BE RETURNED THROUGH THE RESELLER FROM WHICH IT WAS PURCHASED. THIS LIMITED WARRANTY IS VOID IF FAILURE OF THE SOFTWARE HAS RESULTED FROM ACCIDENT, ABUSE, OR MISAPPLICATION. ANY REPLACEMENT SOFTWARE WILL BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL THIRTY (30) DAY PERIOD. OUTSIDE THE UNITED STATES, NEITHER THESE REMEDIES NOR ANY PRODUCT SUPPORT SERVICES OFFERED BY INFRAGISTICS ARE AVAILABLE WITHOUT PROOF OF PURCHASE FROM AN AUTHORIZED INTERNATIONAL SOURCE.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFRAGISTICS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

NO LIABILITIES FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INFRAGISTICS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INFRAGISTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND LICENSOR, AND SUPERCEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATER OF THIS AGREEMENT.

Eclipse Foundation Software User Agreement

Eclipse Foundation Software User Agreement

March 17, 2005

Usage Of Content

THE ECLIPSE FOUNDATION MAKES AVAILABLE SOFTWARE, DOCUMENTATION, INFORMATION AND/OR OTHER MATERIALS FOR OPEN SOURCE PROJECTS (COLLECTIVELY "CONTENT"). USE OF THE CONTENT IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND/OR THE TERMS AND CONDITIONS OF LICENSE AGREEMENTS OR NOTICES INDICATED OR REFERENCED BELOW. BY USING THE CONTENT, YOU AGREE THAT YOUR USE OF THE CONTENT IS GOVERNED BY THIS AGREEMENT AND/OR THE TERMS AND CONDITIONS OF ANY APPLICABLE LICENSE AGREEMENTS OR NOTICES INDICATED OR REFERENCED BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS OF ANY APPLICABLE LICENSE AGREEMENTS OR NOTICES INDICATED OR REFERENCED BELOW, THEN YOU MAY NOT USE THE CONTENT.

```
Applicable Licenses
```

Unless otherwise indicated, all Content made available by the Eclipse Foundation is provided to you under the terms and conditions of the Eclipse Public License Version 1.0 ("EPL"). A copy of the EPL is provided with this Content and is also available at *http://www.eclipse.org/legal/epl-v10.html*. For purposes of the EPL, "Program" will mean the Content.

Content includes, but is not limited to, source code, object code, documentation and other files maintained in the Eclipse.org CVS repository ("Repository") in CVS modules ("Modules") and made available as downloadable archives ("Downloads").

- Content may be structured and packaged into modules to facilitate delivering, extending, and upgrading the Content. Typical modules may include plug-ins ("Plug-ins"), plug-in fragments ("Fragments"), and features ("Features").
- Each Plug-in or Fragment may be packaged as a sub-directory or JAR (Java[™] ARchive) in a directory named "plugins".
- A Feature is a bundle of one or more Plug-ins and/or Fragments and associated material. Each Feature may be packaged as a sub-directory in a directory named "features". Within a Feature, files named "feature.xml" may contain a list of the names and version numbers of the Plug-ins and/or Fragments associated with that Feature.
- Features may also include other Features ("Included Features"). Within a Feature, files named "feature.xml" may contain a list of the names and version numbers of Included Features.

The terms and conditions governing Plug-ins and Fragments should be contained in files named "about.html" ("Abouts"). The terms and conditions governing Features and Included Features should be contained in files named "license.html" ("Feature Licenses"). Abouts and Feature Licenses may be located in any directory of a Download or Module including, but not limited to the following locations:

- The top-level (root) directory
- Plug-in and Fragment directories
- Inside Plug-ins and Fragments packaged as JARs
- Sub-directories of the directory named "src" of certain Plug-ins
- Feature directories

Note: if a Feature made available by the Eclipse Foundation is installed using the Eclipse Update Manager, you must agree to a license ("Feature Update License") during the installation process. If the Feature contains Included Features, the Feature Update License should either provide you with the terms and conditions governing the Included Features or inform you where you can locate them. Feature Update Licenses may be found in the "license" property of files named "feature.properties" found within a Feature. Such Abouts, Feature Licenses, and Feature Update Licenses contain the terms and conditions (or references to such terms and conditions) that govern your use of the associated Content in that directory.

THE ABOUTS, FEATURE LICENSES, AND FEATURE UPDATE LICENSES MAY REFER TO THE EPL OR OTHER LICENSE AGREEMENTS, NOTICES OR TERMS AND CONDITIONS. SOME OF THESE OTHER LICENSE AGREEMENTS MAY INCLUDE (BUT ARE NOT LIMITED TO):

- Common Public License Version 1.0 (available at http://www.eclipse.org/legal/cpl-v10.html)
- Apache Software License 1.1 (available at http://www.apache.org/licenses/LICENSE)
- Apache Software License 2.0 (available at http://www.apache.org/licenses/LICENSE-2.0)
- IBM Public License 1.0 (available at http://oss.software.ibm.com/developerworks/opensource/license10.html)
- Metro Link Public License 1.00 (available at http://www.opengroup.org/openmotif/supporters/metrolink/license.html)
- Mozilla Public License Version 1.1 (available at *http://www.mozilla.org/MPL/MPL-1.1.html*)

IT IS YOUR OBLIGATION TO READ AND ACCEPT ALL SUCH TERMS AND CONDITIONS PRIOR TO USE OF THE CONTENT. If no About, Feature License, or Feature Update License is provided, please contact the Eclipse Foundation to determine what terms and conditions govern that particular Content.

Cryptography

Content may contain encryption software. The country in which you are currently may have restrictions on the import, possession, and use, and/or re-export to another country, of encryption software. BEFORE using any encryption software, please check the country's laws, regulations and policies concerning the import, possession, or use, and re-export of encryption software, to see if this is permitted.

Java and all Java-based trademarks are trademarks of Sun Microsystems, Inc. in the United States, other countries, or both.

Eclipse Public License

The following license applied to hexapixel widgets.

Eclipse Public License - v 1.0

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

1. DEFINITIONS

"Contribution" means:

a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and b) in the case of each subsequent Contributor:

i) changes to the Program, and

ii) additions to the Program;

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

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

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

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

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

2. GRANT OF RIGHTS

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

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

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

3. REQUIREMENTS

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

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:

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

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

iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

- a) it must be made available under this Agreement; and
- b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

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

4. COMMERCIAL DISTRIBUTION

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

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

5. NO WARRANTY

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

6. DISCLAIMER OF LIABILITY

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

7. GENERAL

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

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

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

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

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

GNU LESSER GENERAL PUBLIC LICENSE

The following license applies to JFreeChart, Java COM Bridge (JACOB), HTTPClient

GNU LESSER GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright ? 2007 Free Software Foundation, Inc. < http://fsf.org/>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

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

0. Additional Definitions.

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

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

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

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

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

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

1. Exception to Section 3 of the GNU GPL.

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

2. Conveying Modified Versions.

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

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

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

3. Object Code Incorporating Material from Library Header Files.

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

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

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

4. Combined Works.

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

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

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

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

* d) Do one of the following:

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

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

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

5. Combined Libraries.

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

* a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.

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

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

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

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

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

Java HTML Tidy

HTML parser and pretty printer

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

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

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

COPYRIGHT NOTICE:

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

The copyright holders and contributing author(s) will not be liable for any direct, indirect, special or consequential damages arising out of any use of the software or documentation, even if advised of the possibility of such damage. Permission is hereby granted to use, copy, modify, and distribute this source code, or portions hereof, documentation and executables, for any purpose, without fee, subject to the following restrictions:

1. The origin of this source code must not be misrepresented.

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

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

Sitraka JClass Chart

The more information of Sitraka JClass Chart can be found at the following address: *http://www.quest.com/jclass-desktopviews/*