# **HP Business Service Management**

for the Windows operating system

Software Version: 9.00

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Version 3, 19 November 2007

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Section 7.7 "Unique Package Names", on page 125 of this specification which states, in part:

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Contributor(s):

Associated Test Suite(s) Location:

#### ATTACHMENT A-2 SAMPLE LICENSEE CERTIFICATION

"By clicking the 'Agree' button below, You certify that You are a Licensee in good standing under the Sun Community Source License, [fill in name of applicable Technology] ("License") and that Your access, use and distribution of code and information You may obtain at this site is subject to the License."

# ATTACHMENT A-3 REQUIRED STUDENT NOTIFICATION

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You may not use this file except in compliance with the License. You may obtain a copy of the License on the web at http://sun.com/software/ communitysource."

## ATTACHMENT B

Java (tm) Platform, Standard Edition, JDK 1.2.x Source Technology

Description of "Technology"

Java (tm) Platform, Standard Edition, JDK 1.2.x Source Technology as described on the Technology Download Site.

## ATTACHMENT C INTERNAL DEPLOYMENT USE

This Attachment C is only effective for the Technology specified in Attachment B, upon execution of Attachment D (Commercial Use License) including the requirement to pay royalties. In the event of a conflict between the terms of this Attachment C and Attachment D, the terms of Attachment D shall govern.

1. Internal Deployment License Grant. Subject to Your compliance with Section 2 below, and Section 8.10 of the Research Use license; in addition to the Research Use license and the TCK license, Original Contributor grants to You a worldwide, non-exclusive license, to the extent of Original Contributor's Intellectual Property Rights covering the Original Code, Upgraded Code and Specifications, to do the following:

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b) compile such Original Code and Upgraded Code, as part of Compliant Covered Code, and reproduce and distribute internally the same in Executable form for Internal Deployment Use, and

c) reproduce and distribute internally, Reformatted Specifications for use in connection with Internal Deployment Use.

2. Additional Requirements and Responsibilities. In addition to the requirements and responsibilities described under Section 3.1 of the Research Use license, and as a condition to exercising the rights granted under Section 3 above, You agree to the following additional requirements and responsibilities:

2.1. Compatibility. All Covered Code must be Compliant Covered Code prior to any Internal Deployment Use or Commercial Use, whether originating with You or acquired from a third party. Successful compatibility testing must be completed in accordance with the TCK License. If You make any further Modifications to any Covered Code previously determined to be Compliant Covered Code, you must ensure that it continues to be Compliant Covered Code.

## ATTACHMENT D COMMERCIAL USE LICENSE

[Contact Sun Microsystems For Commercial Use Terms and Conditions]

## ATTACHMENT E TECHNOLOGY COMPATIBILITY KIT

The following license is effective for the Java (tm) Platform, Standard Edition, JDK 1.2.x Technology Compatibility Kit only upon execution of a separate support agreement between You and Original Contributor (subject to an annual fee) as described on the SCSL Webpage. The applicable Technology Compatibility Kit for the Technology specified in Attachment B may be accessed at the Technology Download Site only upon execution of the support agreement.

1. TCK License.

a) Subject to the restrictions set forth in Section 1.b below and Section 8.10 of the Research Use license, in addition to the Research Use license, Original Contributor grants to You a worldwide, non-exclusive, non-transferable license, to the extent of Original Contributor's Intellectual Property Rights in the TCK (without the right to sublicense), to use the TCK to develop and test Covered Code.

b) TCK Use Restrictions. You are not authorized to create derivative works of the TCK or use the TCK to test any implementation of the Specification that is not Covered Code. You may not publish your test results or make claims of comparative compatibility with respect to other implementations of the Specification. In consideration for the license grant in Section 1.a above you agree not to develop your own tests which are intended to validate conformation with the Specification.

2. Requirements for Determining Compliance.

2.1. Definitions.

a) "Added Value" means code which:

(i) has a principal purpose which is substantially different from that of the standalone Technology;

(ii) represents a significant functional and value enhancement to the Technology;

(iii) operates in conjunction with the Technology; and

(iv) is not marketed as a technology which replaces or substitutes for the Technology.

b) "Java Classes" means the specific class libraries associated with each Technology defined in Attachment B.

c) "Java Runtime Interpreter" means the program(s) which implement the Java virtual machine for the Technology as defined in the Specification.

d) "Platform Dependent Part" means those Original Code and Upgraded Code files of the Technology which are not in a share directory or subdirectory thereof.

e) "Shared Part" means those Original Code and Upgraded Code files of the Technology which are identified as "shared" (or words of similar meaning) or which are in any "share" directory or subdirectory thereof, except those files specifically designated by Original Contributor as modifiable.

f) "User's Guide" means the users guide for the TCK which Original Contributor makes available to You to provide direction in how to run the TCK and properly interpret the results, as may be revised by Original Contributor from time to time.

2.2. Development Restrictions. Compliant Covered Code:

a) must include Added Value;

b) must fully comply with the Specifications for the Technology specified in Attachment B;

c) must include the Shared Part, complete and unmodified;

d) may not modify the functional behavior of the Java Runtime Interpreter or the Java Classes;

e) may not modify, subset or superset the interfaces of the Java Runtime Interpreter or the Java Classes;

f) may not subset or superset the Java Classes;

g) may not modify or extend the required public class or public interface declarations whose names begin with "java", "javax", "jini", "net.jini", "sun.hotjava", "COM.sun" or their equivalents in any subsequent naming convention;

h) Profiles. The following provisions apply if You are licensing a Java Platform, Micro Edition Connected Device Configuration, Java Platform, Micro Edition Connected Limited Device Configuration and/or a Profile:

(i) Profiles may not include an implementation of any part of a Profile or use any of the APIs within a Profile, unless You implement the Profile in its entirety in conformance with the applicable compatibility requirements and test suites as developed and licensed by Original Contributor or other authorized party. "Profile" means: (A) for Java Platform, Micro Edition Connected Device Configuration, Foundation Profile, Personal Profile or such other profile as may be developed under or in connection with the Java Community Process or as otherwise authorized by Original Contributor; (B) for Java Platform, Micro Edition Connected Limited Device Configuration, Java Platform, Micro Edition, Mobile Information Device Profile or such other profile as may be developed under or in connection with the Java Community Process or as otherwise authorized by Original Contributor. Notwithstanding the foregoing, nothing herein shall be construed as eliminating or modifying Your obligation to include Added Value as set forth in Section 2.2(a), above; and

(ii) Profile(s) must be tightly integrated with, and must be configured to run in conjunction with, an implementation of a Configuration from Original Contributor (or an authorized third party) which meets Original Contributor's compatibility requirements.
 "Configuration" means, as defined in Original Contributor's compatibility requirements, either (A) Java Platform, Micro Edition Connected Device Configuration; or (B) Java Platform, Micro Edition Connected Limited Device Configuration.

(iii) A Profile as integrated with a Configuration must pass the applicable TCK for the Technology.

2.3. Compatibility Testing. Successful compatibility testing must be completed by You, or at Original

Contributor's option, a third party designated by Original Contributor to conduct such tests, in accordance with the User's Guide. A Technology must pass the applicable TCK for the Technology. You must use the most current version of the applicable TCK available from Original Contributor one hundred twenty (120) days (two hundred forty [240] days in the case of silicon implementations) prior to: (i) Your Internal Deployment Use; and (ii) each release of Compliant Covered Code by You for Commercial Use. In the event that You elect to use a version of Upgraded Code that is newer than that which is required under this Section 2.3, then You agree to pass the version of the TCK that corresponds to such newer version of Upgraded Code.

2.4. Test Results. You agree to provide to Original Contributor or the third party test facility if applicable, Your test results that demonstrate that Covered Code is Compliant Covered Code and that Original Contributor may publish or otherwise distribute such test results.

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# ENTITLEMENT for SOFTWARE

HP acknowledges the use of the following third-party components that are provided under this license:

• JAXB 2.1.3

A. ENTITLEMENT for SOFTWARE

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Effective Date: Date of delivery of the Software to You.

Software: JAVA WEB SERVICES DEVELOPER PACK, VERSION 2.0

License Term for FCS Software: Perpetual

License Term for EA Software: 180 days

Licensed Unit: Software Copy

Licensed unit Count: Unlimited

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(f) you only distribute the Redistributable subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and

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3. 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.

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5. You acknowledge that Software may be experimental and that the Software may have defects or deficiencies, which cannot or will not be corrected by Sun.

6. Notwithstanding anything to the contrary in any Master Terms between the parties or in the SLA, Master Terms do not apply to EA Software under this Agreement.

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READ THE TERMS OF THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE OPENING SOFTWARE MEDIA PACKAGE. BY OPENING SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" (OR EQUIVALENT) BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" (OR EQUIVALENT) BUTTON AT THE END OF THIS AGREEMENT. IF YOU HAVE SEPARATELY AGREED TO LICENSE TERMS ("MASTER TERMS") FOR YOUR LICENSE TO THIS SOFTWARE, THEN SECTIONS 1-6 OF THIS AGREEMENT ("SUPPLEMENTAL LICENSE TERMS") SHALL SUPPLEMENT AND SUPERSEDE THE MASTER TERMS IN RELATION TO THIS SOFTWARE.

### 1. Definitions.

(a) "Entitlement" means the collective set of applicable documents authorized by Sun evidencing your obligation to pay associated fees (if any) for the license, associated Services, and the authorized scope of use of Software under this Agreement.

(b) "Licensed Unit" means the unit of measure by which your use of Software and/or Service is licensed, as described in your Entitlement.

(c) "Permitted Use" means the licensed Software use(s) authorized in this Agreement as specified in your Entitlement. The Permitted Use for any bundled Sun software not specified

in your Entitlement will be evaluation use as provided in Section 3.

(d) "Service" means the service(s) that Sun or its delegate will provide, if any, as selected in your Entitlement and as further described in the applicable service listings at www.sun.com/service/servicelist.

(e) "Software" means the Sun software described in your Entitlement. Also, certain software may be included for evaluation use under Section 3.

(f) "You" and "Your" means the individual or legal entity specified in the Entitlement, or for evaluation purposes, the entity performing the evaluation.

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Subject to the terms of your Entitlement, Sun grants you a nonexclusive, nontransferable limited license to use Software for its Permitted Use for the license term. Your Entitlement will specify (a) Software licensed, (b) the Permitted Use, (c) the license term, and (d) the Licensed Units.

Additionally, if your Entitlement includes Services, then it will also specify the (e) Service and (f) service term.

If your rights to Software or Services are limited in duration and the date such rights begin is other than the purchase date, your Entitlement will provide that beginning date(s).

The Entitlement may be delivered to you in various ways depending on the manner in which you obtain Software and Services, for example, the Entitlement may be provided in your receipt, invoice or your contract with Sun or authorized Sun reseller. It may also be in electronic format if you download Software.

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(c) Individual Use. You may use Software internally for personal, individual use.

(d) Commercial Use. You may use Software internally for your own commercial purposes.

(e) Service Provider Use. You may make Software functionality accessible (but not by providing Software itself or through outsourcing services) to your end users in an extranet deployment, but not to your affiliated companies or to government agencies.

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13. 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.

14. 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.

15. Integration.

This Agreement, including any terms contained in your Entitlement, 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.

Please contact Sun Microsystems, Inc. 4150 Network Circle, Santa Clara, California 95054 if you have questions.

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- JAVAFX 1
- javamail 1.3.1
- JDK 1.6.0\_14
- jms 1.1
- JRE 1.6.0\_14
- jstl 1.0.3

Oracle Corporation Binary Code License Agreement

for the JAVA SE RUNTIME ENVIRONMENT (JRE) VERSION 6 and JAVAFX RUNTIME

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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).

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. 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.

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. 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.

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## JAVABEANS(TM) ACTIVATION FRAMEWORK, VERSION 1.0.2

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