

# Endbenutzer-Lizenzvertrag (Evaluierungs- und Vollversion) der Software xAlerator

Copyright © 2004-2010 xapio GmbH

Bitte lesen Sie die folgenden Vertragsbedingungen für die Benutzung der Software xAlerator aufmerksam durch, bevor Sie die Software installieren und benutzen. Mit der Installation und Benutzung der Software erklären Sie sich mit den nachfolgenden Lizenzbestimmungen und den im Anhang aufgeführten Lizenzbedingungen für Fremdsoftware und Programmbibliotheken einverstanden.

## 1 Vertragsgegenstand

- 1.1 Die xAlerator-Software (nachfolgend „xAlerator“) ist nur im Zusammenspiel mit Microsofts Excel® lauffähig und besteht aus komprimierten Dateien zzgl. Installationsprogramm, die den lauffähigen Code der von der xapio GmbH (nachfolgend „xapio“) programmierten Software (nachfolgend „xapio-Software“) sowie weitere Software Dritter (nachfolgend „Freie Software“) enthalten. Letztere sind in Ziffer 12 mit den für sie geltenden Lizenzbedingungen aufgeführt. Die xAlerator-Software beinhaltet des Weiteren eine aus einer Excel-Arbeitsmappe generierten Java-Laufzeitkomponente (=XACalculator). Darüber hinaus erhält der Lizenznehmer das Open-Source-Product „Corejava (nachfolgend „Open-Source-Programm“.
- 1.2 Der xAlerator wird nicht als Open-Source Software vertrieben, so dass insoweit das Copyright und alle Rechte bei xapio und bei den Lizenzgebern der freien Software verbleiben.

## 2 Vertragsschluss

- 2.1 Die in der Internetpräsentation enthaltenen Angaben sind freibleibend.
- 2.2 Möchte der Lizenznehmer eine Kauflizenz der Software xAlerator beziehen, hat er sich zunächst über die Website [www.xalerator.de](http://www.xalerator.de) bei xapio als Nutzer zu registrieren. Nach anschließender Bestellung der Software xAlerator, erhält der Lizenznehmer sodann eine vorläufige Kauflizenz, die auf seinen Namen ausgestellt ist. Diese Kauflizenz ist anschließend über die vorgenannte Website zu aktivieren, wobei diesbezüglich im Einzelnen auf die „Lizenzübersicht“ im Rahmen der xapio Produktbeschreibung auf der Internetpräsenz [www.xalerator.de](http://www.xalerator.de) verwiesen wird.
- 2.3 Mit dem Versenden der Bestellung gibt der Lizenznehmer ein verbindliches Kaufangebot ab. Mit Erhalt der vorläufigen Kauflizenz kommt der Kauvertrag zustande.
- 2.4 Die verbindlich abgegebene Bestellung inklusive dieser Geschäftsbedingungen kann der Lizenznehmer durch Anklicken des Buttons „speichern“ und als PDF-Dokument auf einem von ihm gewählten Datenträger (z.B. auf der Festplatte Ihres Rechners) speichern. Durch Anklicken des Buttons „drucken“ kann der Lizenznehmer die verbindlich abgegebene Bestellung inklusive dieser Geschäftsbedingungen ausdrucken.
- 2.5 Nach Verlassen der Bestellebene ist die Bestellung des Lizenznehmers bei xapio im Internet nicht mehr abrufbar.

- 2.6 xapio speichert und verwendet die ihr so übermittelten Angaben zur Abwicklung des gewünschten Kaufvertrages. Insbesondere gibt sie die Daten, soweit für die Abwicklung der Zahlung erforderlich, an das genannte Kreditkarteninstitut sowie an das mit dem Inkasso betraute Unternehmen weiter.
- 2.7 xapio wird bei Einverständnis die Bestellung unverzüglich bestätigen. Die Bestätigung erfolgt an die von dem Lizenznehmer im Bestellformular angegebene E-Mail-Adresse.
- 2.8 Sobald diese Bestätigung unter der angegebenen E-Mail-Adresse abrufbar ist, ist der Vertrag zustande gekommen.
- 2.9 Der Vertrag unterliegt deutschem Recht. Das einheitliche UN-Kaufrecht (CISG) wird ausgeschlossen.
- 2.10 Die AGB des Lizenznehmers finden keine Anwendung.

### **3 Gegenstand und Form der Lieferung**

- 3.1 Der Lizenznehmer erhält die vertragsgegenständliche Software in ausführbarer Form (Objektcode). Diese Software ist via Download über [www.xalerator.de](http://www.xalerator.de) oder über den Postversand zu beziehen. Bei Wahl des Postversands kommen neben dem Produktpreis noch ein Selbstkostenersatz für die CD-Erstellung sowie eine Versandkostenpauschale hinzu.
- 3.2 Neben der vertragsgegenständlichen Software erhält der Lizenznehmer darüber hinaus die zugehörige Dokumentation in elektronischer Form („xAlerator Hilfe“), die nach Installierung der entsprechenden Dokumentationsdatei einsehbar ist. Die Dokumentation ist in deutscher Sprache gehalten und kann seitenweise ausgedruckt werden.
- 3.3 Der xAlerator hat die in der Dokumentation angegebene Funktionalität. Der Lizenznehmer kann diese Dokumentation der Funktionalität nach Registrierung über die Website [www.xalerator.de](http://www.xalerator.de) im Menüpunkt „Downloads“ einsehen.
- 3.4 Bei Updates handelt es sich um eine Bündelung von Fehlerbeseitigungen. Diese werden dem Lizenznehmer auf Grundlage dieser Lizenzbedingungen kostenlos zur Verfügung gestellt.
- 3.5 Eine Hardcopy der Dokumentation wird nicht mitgeliefert. Die Dokumentation besteht im Wesentlichen aus elektronischen Hilfen.
- 3.6 xapio schuldet nicht die Installation des xAlerator. Sie kann jedoch mit xapio gesondert vereinbart werden. Für die Installation gelten dann die Servicebedingungen von xapio.
- 3.7 Für Support und Wartung kann ein Supportvertrag abgeschlossen werden. Dieser ist nicht Gegenstand der Lieferung sondern kann mit xapio gesondert vereinbart werden.

### **4 Download, Versand und Gefahrenübergang**

- 4.1 Soweit der xAlerator durch Download über den Server von xapio geliefert wird oder für die Freischaltung, Download weiterer Komponenten im Rahmen der Installation, Updates oder Upgrades auf das Internet zugreift, trägt der Lizenznehmer seine Telekommunikations-, Provider- und sonstigen Kosten, die durch den Internetzugriff entstehen.

- 4.2** Beim Download geht die Gefahr mit dem Übergang des letzten zu den Dateien des xAlerator gehörenden Datenpaketes über den Gateway eines der Upstream – Provider des Providers von xapio auf den Lizenznehmer über.
- 4.3** Bei Lieferung eines Datenträgers geht die Gefahr des zufälligen Untergangs und der zufälligen Verschlechterung der verkauften Ware mit der Übergabe an den Lizenznehmer oder eine empfangsberechtigte Person über. Handelt es sich bei dem Lizenznehmer um einen Unternehmer, geht die Gefahr des zufälligen Untergangs und der zufälligen Verschlechterung beim Versandungskauf mit der Auslieferung der Ware am Geschäftssitz von xapio an eine geeignete Transportperson über.

## **5 Nutzungsrechte am xAlerator**

### **5.1 Evaluierungslizenz**

Bei Bezug einer Evaluierungslizenz des xAlerator gewährt xapio dem Lizenznehmer ein nicht ausschließliches, nicht übertragbares, zeitlich begrenztes Recht, die Testversion des xAlerator zu Testzwecken zu nutzen. Dieses Recht beschränkt sich dabei auf einen Zeitraum von 28 Tagen ab Download der Testversion. Nach Erwerb eines gültigen Lizenzschlüssels erhält der Lizenznehmer die Rechte gemäß Ziffer 5.2. Die Testversion des xAlerator darf auf beliebig vielen Computern (auch im Netzwerk) installiert werden.

### **5.2 Kauflizenz**

- 5.2.1** Mit Bezahlung der vereinbarten einmaligen Lizenzgebühr des xAlerator räumt xapio ein nicht ausschließliches, räumlich unbeschränktes und unter den Voraussetzungen der Ziffer 5.2.7 übertragbares Recht zur Nutzung der xapio-Software auf Dauer ein.
- 5.2.2** Eine Nutzungslizenz des xAlerator in der „xAlerator Standard Version“ berechtigt zur Nutzung auf gleichzeitig maximal einem (1) Ausgabegerät/Arbeitsplatz. Eine Nutzung im Netz ist unzulässig. Will der Lizenznehmer die Software xAlerator auf einem andern Arbeitsplatz nutzen, hat er sämtliche auf diesem Arbeitsplatz vorhandene Kopien des xAlerator zu löschen und jede Nutzung des xAlerator auf diesem Arbeitsplatz einzustellen. Er ist zur Nutzung der von ihm erworbenen Kauflizenz des xAlerator auf dem neuen Arbeitsplatz berechtigt, wenn er diese erneut unter Angabe des bisherigen Lizenzschlüssels bei xapio aktiviert.
- 5.2.3** Eine Nutzungslizenz des xAlerator in der „xAlerator Enterprise Version“ berechtigt zur Nutzung auf gleichzeitig maximal einem (1) Ausgabegerät/Arbeitsplatz, wobei die Nutzung der XACalculator Komponente auf beliebig vielen Rechnern und auch im Netz zulässig ist. Eine Nutzung der gesamten xAlerator Software im Netz ist unzulässig. Will der Lizenznehmer die gesamte xAlerator Software auf einem anderen Arbeitsplatz nutzen, hat er sämtliche auf diesem Arbeitsplatz vorhandene Kopien des xAlerator zu löschen und jede Nutzung des xAlerator auf diesem Arbeitsplatz einzustellen. Er ist zur Nutzung der von ihm erworbenen Kauflizenz des xAlerator auf dem neuen Arbeitsplatz berechtigt, wenn er diese erneut unter Angabe des bisherigen Lizenzschlüssels bei xapio aktiviert.
- 5.2.4** Eine Nutzungslizenz des xAlerator in der „xAlerator Firmenlizenz“ berechtigt zur Nutzung auf beliebig vielen Arbeitsplätzen und beinhaltet darüber hinaus die Nutzung im Netz.
- 5.2.5** Will der Lizenznehmer den xAlerator auf mehr als einem Ausgabegerät nutzen, muss das Nutzungsrecht entsprechend erweitert werden. Für die Erweiterung der Nutzungsrechte ohne erneute Lieferung der Software hat sich der Lizenznehmer mit

einer entsprechenden Anfrage an xapio zu wenden. Eine spätere Erweiterung des Nutzungsrechtes ohne erneute Lieferung löst keine erneute Gewährleistung aus.

- 5.2.6 Der Lizenznehmer ist berechtigt, eine Sicherheitskopie der Software zu erstellen und alltägliche Datensicherungen vorzunehmen. Die Erstellung von weiteren Kopien als für die vertragsgemäße Nutzung inklusive der Sicherheitskopien und Datensicherungen erforderlich, ist nicht erlaubt.
- 5.2.7 Hat der Lizenznehmer die xAlerator Software nicht herunter geladen sondern auf einem Datenträger verkörpert erhalten, ist er zur Weitergabe der Software berechtigt. Eine Weitergabe des xAlerator auf Dauer an einen Dritten ist nur unter Aufgabe der eigenen Nutzung zulässig. In diesem Fall hat der Lizenznehmer dem Dritten seine vertraglichen Pflichten aufzuerlegen und sämtliche bei ihm vorhandene Kopien des xAlerator zu löschen. Der Lizenznehmer hat den Dritten darüber hinaus zu informieren, dass die Nutzung der xAlerator Software von einer erneuten Registrierung wie auch Aktivierung als Dritterwerber abhängig ist.
- 5.2.8 Der Lizenznehmer ist nicht berechtigt, den xAlerator in eine andere Codeform zu bringen, es sei denn, dass dies nach den urheberrechtlichen Vorschriften zulässig ist.

## **6 Upgrade**

Bei Upgrades handelt es sich um eine Bündelung von Fehlerbeseitigung und funktionelle Erweiterungen. Erwirbt der Lizenznehmer die vertragsgegenständliche Software als Upgrade zu einer vorherigen Version, ist er verpflichtet, die vorherige Version der vertragsgegenständliche Software unter der Voraussetzung weiterhin zu nutzen, dass sowohl die vorherige Version als auch das Upgrade zu jeder Zeit auf demselben Computer installiert sind. Eine Nutzung der vorherigen Version und das dazugehörige Upgrade auf unterschiedlichen Computer sind unzulässig.

## **7 Widerrufsbelehrung für den Verbraucher**

- 7.1 Ein Widerrufsrecht steht dem Verbraucher für den Fall nicht zu, dass dieser den xAlerator und das Open-Source-Programm ausschließlich über Download bezieht. Verträge über Software, die durch Download geliefert werden, sind Verträge über die Lieferung von Waren und fallen daher unter § 312d Abs.2 IV Nr. 1 BGB mit der Konsequenz, dass ein Widerrufsrecht ausgeschlossen ist, weil die Software wegen der Möglichkeit der Weiterbenutzung nicht mehr rückstandslos zurückgegeben werden kann.**
- 7.2 Hat der Lizenznehmer die xAlerator Software nicht herunter geladen sondern auf einem Datenträger verkörpert erhalten, gelten die Ziffern 6.2.1 – 6.2.4.**
- 7.2.1 Ist der Lizenznehmer Verbraucher, kann er seine Vertragserklärung innerhalb von 14 Tagen ohne Angaben von Gründen in Textform (z. B. Brief, Telefax, E-Mail) oder durch Rücksendung der Ware widerrufen, wobei bei nicht paketversandfähigen Waren die Absendung eines Rücknahmeverlangens genügt.**
- 7.2.2 Die Frist beginnt einen Tag nachdem der Verbraucher eine in Textform (z. B. Brief, Telefax, E-Mail) noch gesondert mitzuteilende Widerrufsbelehrung erhalten hat. Voraussetzung hierfür ist aber auch der Eingang der gekauften Ware beim Empfänger**
- 7.2.3 Zur Wahrung der Frist genügt die rechtzeitige Absendung des Widerrufs oder der Ware. Widerruf bzw. Warenrücksendung sind zu richten an:**

**xapio GmbH, Nymphenburger Straße 90 e, D-80636 München, Deutschland. (E-Mail: info@xalerator.de, Fax: +49-089 12 11 97 18)**

**7.2.4 Das Widerrufsrecht gilt dagegen nicht in den vom Gesetz geregelten Ausnahmefällen, insbesondere bei Lieferung von Audio- oder Videoaufzeichnungen oder von Software, sofern die gelieferten Datenträger vom Lizenznehmer entsiegelt worden sind.**

## **8 Vergütung**

- 8.1** Die Preise von xapio sind als Endpreise zu verstehen, d.h. sie beinhalten sämtliche Preisbestandteile, einschließlich der gesetzlichen deutschen Mehrwertsteuer, die gesondert ausgewiesen wird. Zu den Preisbestandteilen gehören auch Verpackungs- und Versandkosten, deren genauer Betrag bei der jeweiligen Produktdarstellung im Angebot gesondert ausgezeichnet ist. Andere Preisbestandteile sind im Einzelfall bei grenzüberschreitenden Lieferungen weitere Steuern (z.B. im Fall eines innergemeinschaftlichen Erwerbs) und/oder Abgaben (z.B. Zölle). Auch diese werden im Angebot gesondert aufgeführt.
- 8.2** Unsere Rechnungen sind je nach Vereinbarung per Vorkasse oder per Nachnahme bar zahlbar. Zulässige Zahlungsverfahren sind zudem Kreditkarte und für den Bereich der Bundesrepublik Deutschland Lastschriftverfahren, soweit nicht anders vereinbart.
- 8.3** Ist Vorkasse vereinbart, ist die Zahlung innerhalb von 7 Tagen nach Zugang unserer Bestätigung des Bestellungseingangs zu leisten. Maßgeblich ist der Zeitpunkt des Geldeingangs bei uns. Bei späterer Zahlung wird der Lizenznehmer informiert, wenn seine Bestellung (z. B. wegen zwischenzeitlicher Preiserhöhungen) nicht mehr angenommen werden sollte. In diesem Fall wird der gezahlte Betrag zurück überwiesen.
- 8.4** Ist weder Vorkasse noch Nachnahme vereinbart, wird der Kaufpreis fällig, nachdem die vorläufige Kauflizenz bezogen und die Software xAlerator in Rechnung gestellt wurde. Der Lizenznehmer erklärt sich damit einverstanden, dass xapio die jeweils fällige Vergütung vom angegebenen Bankkonto bzw. von der angegebenen Kreditkarte einzieht.
- 8.5** Bei Rücklastschriften, die der Nutzer zu vertreten hat, berechnet xapio eine pauschale Gebühr (für Bankgebühren und Bearbeitung) in Höhe von EUR 10,00 pro Lastschrift. Sollte ein erneuter Lastschrifteinzug nicht möglich sein oder die Überweisung des Rechnungsbetrages (zzgl. der pauschalen Bearbeitungsgebühr) nicht innerhalb von 10 Tagen erfolgen, entstehen durch die Bearbeitung weitere Kosten, die xapio aufwandsbezogen gesondert berechnen kann.
- 8.6** Bis zur vollständigen Bezahlung behält sich xapio das Recht an den Vertragsgegenständen vor. xapio ist insbesondere berechtigt, wenn sie vom Vertrag zurücktritt, z.B. wegen des Zahlungsverzugs des Lizenznehmers, die weitere Nutzung der Software zu untersagen und die Herausgabe sämtlicher Kopien bzw. soweit eine Herausgabe nicht möglich ist, deren Löschung zu verlangen. Sollte vor der vollständigen Bezahlung der vertragsgegenständlichen Software ein Dritter Zugriff auf das Vorbehaltsgut nehmen, ist der Lizenznehmer verpflichtet, diesen Dritten über den Vorbehalt von xapio zu informieren und xapio sofort schriftlich über den Zugriff des Dritten zu benachrichtigen.

## **9 Sach- und Rechtsmängel**

- 9.1** Sachmängel sind ausschließlich reproduzierbare Mängel, deren Ursache in Qualitätsmängeln der Software liegen. Ein Sachmangel ist daher eine Funktionsbeeinträchtigung. Ist der Lizenznehmer Unternehmer, begründet ein unwesentlicher Mangel keine Mängelansprüche.
- 9.2** Die Mängelansprüche des Lizenznehmers erstrecken sich dann nicht auf die xAlerator Software, die der Lizenznehmer ändert oder die er nicht in der im Vertrag vereinbarten Systemumgebung einsetzt, es sei denn, der Lizenznehmers weist nach, dass diese Nutzung für den gemeldeten Mangel nicht ursächlich ist.
- 9.3** Bei Vorliegen eines Mangels ist xapio berechtigt zunächst Nacherfüllung zu erbringen. Nach Wahl von xapio erfolgt diese durch Beseitigung des Mangels oder Lieferung eines Updates. Der Lizenznehmer wird einen neuen Programmstand oder Workaround auch dann übernehmen, wenn dies zu einem hinnehmbaren Anpassungsaufwand führt.
- 9.4** Ist die Nacherfüllung fehlgeschlagen, hat der Lizenznehmer das Recht nach seiner Wahl zu mindern oder vom Vertrag zurückzutreten. Für Schadenersatzansprüche gilt Ziffer 9 dieser AGB. Ziffer 9 gilt auch für Ansprüche auf Ersatz von Aufwendungen.
- 9.5** Ist die Mangelursache für den Lizenznehmer nicht erkennbar, so wird xapio diese erforschen. Kann xapio nachweisen, dass ihr der Mangel nicht zugerechnet werden kann, so kann xapio vom Lizenznehmer Aufwendungsersatz für ihre Leistungen nach der jeweils gültigen Preisliste verlangen.
- 9.6** Für Verbraucher beträgt die Verjährungsfrist für Mängelansprüche zwei Jahre ab Überlassung des xAlerator. Für Unternehmer beträgt die Verjährungsfrist für Mängel bei neuen ein Jahr ab Überlassung des xAlerator der Software. Die vorstehenden Abweichungen von der gesetzlichen Mängelhaftungsverjährungsfrist gelten nicht, wenn der Verkäufer wegen Vorsatz haftet.
- 9.7** Ist der Lizenznehmer Kaufmann im Sinne des § 1 HGB, trifft ihn die kaufmännische Untersuchungs- und Rügepflicht gemäß § 377 HGB. Unterlässt der Lizenznehmer die dort geregelten Anzeigepflichten, gilt die Ware als genehmigt.
- 9.8** Die Abtretung der Mängelansprüche des Lizenznehmers ist ausgeschlossen.

## **10 Haftung**

- 10.1** Für durch die Nutzung und Überlassung des xAlerator verursachte Schäden haftet xapio haftet auf Schadensersatz aus jeglichem Rechtsgrund der Höhe nach entsprechend diesen Bestimmungen begrenzt.
- 10.2** Die Haftung von xapio für Schäden, die von xapio oder einem seiner Erfüllungsgehilfen oder gesetzlichen Vertreter vorsätzlich oder grob fahrlässig verursacht werden, ist der Höhe nach unbegrenzt. Dies gilt auch für leicht fahrlässig verursachte Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit. Unbegrenzt der Höhe nach ist die Haftung auch für Schäden, die auf schwerwiegendes Organisationsverschulden von xapio zurückzuführen sind, sowie für Schäden, die durch Fehlen einer garantierten Beschaffenheit durch Arglist hervorgerufen wurden.
- 10.3** Bei der Verletzung wesentlicher Vertragspflichten haftet xapio, wenn keiner der in 9 (2) genannten Fälle gegeben ist, der Höhe nach begrenzt auf den vertragstypisch vorhersehbaren Schaden.
- 10.4** Jede weitere Haftung auf Schadensersatz ist ausgeschlossen, insbesondere ist die Haftung ohne Verschulden ausgeschlossen.
- 10.5** Die Haftung nach dem Produkthaftungsgesetz bleibt unberührt.

- 10.6** Der Lizenznehmer ist für eine regelmäßige Sicherung seiner Daten verantwortlich. Bei einem von xapio verschuldeten Datenverlust, haftet xapio deshalb ausschließlich für die Kosten der Vervielfältigung der Daten von den vom Lizenznehmer zu erstellenden Sicherheitskopien und für die Wiederherstellung der Daten, die auch bei einer ordnungsgemäß erfolgten Sicherung der Daten verloren gegangen wären.

## **11 Open-Source-Software**

- 11.1** Der Lizenznehmer überlässt dem Lizenznehmer unentgeltlich zusätzlich zum xAlerator die Open-Source-Produkte „Corejava“ im Objectcode zu den Bedingungen der GNU LESSER GENERAL PUBLIC LICENSE Version 2.1, February 1999 (LGPL) sowie „JavaMail“ und „Java Activation Framework“ zu den Bedingungen der COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.0 1. Die Bedingungen sind jeweils in Ziffer 13 beigefügt. Der Lizenznehmer erklärt sich mit der Einhaltung dieser Lizenzbestimmungen einverstanden.
- 11.2** Den Quellcode dieser Software können gemäß dieser Lizenzen gegen Selbstkostenersatz von 10,- EUR zzgl. MwSt. und Porto bei der xapio GmbH (Nymphenburger Straße 90 e, D-80636 München, Deutschland) auf CD bestellt werden. Dieses Angebot gilt für 3 Jahre ab Auslieferung der Software durch xapio.
- 11.3** Aufgrund der Besonderheiten von Open-Source-Software kann xapio nicht für Fehler hieran einstehen. Da diese Softwareteile für den Lizenznehmer auch von xapio kostenfrei überlassen werden, haftet xapio nur, soweit ihr Vorsatz oder grobe Fahrlässigkeit zur Last fällt.

## **12 Sonstige Bestimmungen**

- 12.1** Gegen Forderungen von xapio kann der Lizenznehmer nur mit unbestrittenen oder rechtskräftigen Forderungen aufrechnen.
- 12.2** Änderungen und Ergänzungen dieses Vertrages bedürfen der Schriftform. Dies gilt auch für Änderungen dieser Bestimmungen.

## **13 Lizenzbestimmungen: Freie Software**

- 13.1** Packages cern.colt\*, cern.jet\*, cern.clhep  
Copyright (c) 1999 CERN - European Organization for Nuclear Research.  
Permission to use, copy, modify, distribute and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation. CERN makes no representations about the suitability of this software for any purpose. It is provided "as is" without expressed or implied warranty.
- 13.2** Packages hep.aida.\*  
Written by Pavel Binko, Dino Ferrero Merlino, Wolfgang Hoschek, Tony Johnson, Andreas Pfeiffer, and others. Check the FreeHEP home page for more info. Permission to use and/or redistribute this work is granted under the terms of the LGPL License, with the exception that any usage related to military applications is expressly forbidden. The software and documentation made available under the terms of this license are provided with no warranty.
- 13.3** Copyright (c) 2000 - 2006 The Legion Of The Bouncy Castle  
(<http://www.bouncycastle.org>)

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

#### **13.4** package com.imsl.math

Written by Visual Numerics, Inc. Check the Visual Numerics home page for more info.

Copyright © 1997 - 1998 by Visual Numerics, Inc. All rights reserved.

Permission to use, copy, modify, and distribute this software is freely granted by Visual Numerics, Inc., provided that the copyright notice above and the following warranty disclaimer are preserved in human readable form. Because this software is licensed free of charge, it is provided "AS IS", with NO WARRANTY. TO THE EXTENT PERMITTED BY LAW, VNI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ITS PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VNI WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, AND EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **13.5** Package edu.RngPack

Copyright (c) 2003 by Paul Houle Portions copyright (c) 1993 by Michael Lecuyer and copyright (c) 2003 by Sean Luke

All rights reserved

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

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

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.

Neither the name of the copyright owners, their employers, nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS 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 COPYRIGHT OWNERS OR 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.

- 13.6** JDOM \$Id: LICENSE.txt, V 1.11 2004/02/06 09:32:57 jhunter Exp \$  
Copyright (C) 2000-2004 Jason Hunter & Brett McLaughlin. All rights reserved.

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 JDOM AUTHORS OR THE PROJECT 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.

- 13.7** 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.

### 13.8 JAVAMAIL und JavaBeans Activation Framework.

COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.0  
1.

Definitions.

1.1. *Contributor* means each individual or entity that creates or contributes to the creation of Modifications.

1.2. *Contributor Version* means the combination of the Original Software, prior Modifications used by a Contributor (if any), and the Modifications made by that particular Contributor.

1.3. *Covered Software* means (a) the Original Software, or (b) Modifications, or (c) the combination of files containing Original Software with files containing Modifications, in each case including portions thereof.

1.4. *Executable* means the Covered Software in any form other than Source Code.

1.5. *Initial Developer* means the individual or entity that first makes Original Software available under this License.

1.6. *Larger Work* means a work which combines Covered Software or portions thereof with code not governed by the terms of this License.

1.7. *License* means this document.

1.8. *Licensable* means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.9. *Modifications* means the Source Code and Executable form of any of the following: A. Any file that results from an addition to, deletion from or modification of the contents of a file containing Original Software or previous Modifications; B. Any new file that contains any part of the Original Software or previous Modification; or C. Any new file that is contributed or otherwise made available under the terms of this License.

1.10. *Original Software* means the Source Code and Executable form of computer software code that is originally released under this License.

1.11. *Patent Claims* means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.12. *Source Code* means (a) the common form of computer software code in which modifications are made and (b) associated documentation included in or with such code.

1.13. *You (or Your)* means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, You includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, control means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

## 2. License Grants.

2.1. The Initial Developer Grant. Conditioned upon Your compliance with Section 3.1 below and subject to third party intellectual property claims, the Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license:

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer, to use, reproduce, modify, display, perform, sublicense and distribute the Original Software (or portions thereof), with or without Modifications, and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using or selling of Original Software, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Software (or portions thereof);

(c) The licenses granted in Sections 2.1(a) and (b) are effective on the date Initial Developer first distributes or otherwise makes the Original Software available to a third party under the terms of this License;

(d) Notwithstanding Section 2.1(b) above, no patent license is granted: (1) for code that You delete from the Original Software, or (2) for infringements caused by: (i) the modification of the Original Software, or (ii) the combination of the Original Software with other software or devices.

2.2. Contributor Grant. Conditioned upon Your compliance with Section 3.1 below and subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license:

(a) under intellectual property rights (other than patent or trademark) Licensable by Contributor to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof), either on an unmodified basis, with other Modifications, as Covered Software and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: (1) Modifications made by that Contributor (or portions thereof); and (2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

(c) The licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first distributes or otherwise makes the Modifications available to a third party.

(d) Notwithstanding Section 2.2(b) above, no patent license is granted: (1) for any code that Contributor has deleted from the Contributor Version; (2) for infringements caused by: (i) third party modifications of Contributor Version, or (ii) the combination of Modifications made by that Contributor with other software (except as part of the

Contributor Version) or other devices; or (3) under Patent Claims infringed by Covered Software in the absence of Modifications made by that Contributor.

### 3. Distribution Obligations.

3.1. Availability of Source Code. Any Covered Software that You distribute or otherwise make available in Executable form must also be made available in Source Code form and that Source Code form must be distributed only under the terms of this License. You must include a copy of this License with every copy of the Source Code form of the Covered Software You distribute or otherwise make available. You must inform recipients of any such Covered Software in Executable form as to how they can obtain such Covered Software in Source Code form in a reasonable manner on or through a medium customarily used for software exchange.

3.2. Modifications. The Modifications that You create or to which You contribute are governed by the terms of this License. You represent that You believe Your Modifications are Your original creation(s) and/or You have sufficient rights to grant the rights conveyed by this License.

3.3. Required Notices. You must include a notice in each of Your Modifications that identifies You as the Contributor of the Modification. You may not remove or alter any copyright, patent or trademark notices contained within the Covered Software, or any notices of licensing or any descriptive text giving attribution to any Contributor or the Initial Developer.

3.4. Application of Additional Terms. You may not offer or impose any terms on any Covered Software in Source Code form that alters or restricts the applicable version of this License or the recipients rights hereunder. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Software. However, you may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.5. Distribution of Executable Versions. You may distribute the Executable form of the Covered Software under the terms of this License or under the terms of a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable form does not attempt to limit or alter the recipients rights in the Source Code form from the rights set forth in this License. If You distribute the Covered Software in Executable form under a different license, You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.6. Larger Works. You may create a Larger Work by combining Covered Software with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Software.

### 4. Versions of the License.

4.1. New Versions. Sun Microsystems, Inc. is the initial license steward and may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Except as provided in Section 4.3, no one other than the license steward has the right to modify this License.

4.2. Effect of New Versions. You may always continue to use, distribute or otherwise make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. If the Initial Developer includes a notice in the Original Software prohibiting it from being distributed or otherwise made available under any subsequent version of the License, You must distribute and make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. Otherwise, You may also choose to use, distribute or otherwise make the Covered Software available under the terms of any subsequent version of the License published by the license steward.

4.3. Modified Versions. When You are an Initial Developer and You want to create a new license for Your Original Software, You may create and use a modified version of this License if You: (a) rename the license and remove any references to the name of the license steward (except to note that the license differs from this License); and (b) otherwise make it clear that the license contains terms which differ from this License.

5. DISCLAIMER OF WARRANTY. COVERED SOFTWARE IS PROVIDED UNDER THIS LICENSE ON AN AS IS BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED SOFTWARE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED SOFTWARE IS WITH YOU. SHOULD ANY COVERED SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

## 6. TERMINATION.

6.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

6.2. If You assert a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You assert such claim is referred to as Participant) alleging that the Participant Software (meaning the Contributor Version where the Participant is a Contributor or the Original Software where the Participant is the Initial Developer) directly or indirectly infringes any patent, then any and all rights granted directly or indirectly to You by such Participant, the Initial Developer (if the Initial Developer is not the Participant) and all Contributors under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively and automatically at the expiration of such 60 day notice period, unless if within such 60 day period You

withdraw Your claim with respect to the Participant Software against such Participant either unilaterally or pursuant to a written agreement with Participant.

6.3. In the event of termination under Sections 6.1 or 6.2 above, all end user licenses that have been validly granted by You or any distributor hereunder prior to termination (excluding licenses granted to You by any distributor) shall survive termination.

7. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED SOFTWARE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

8. **U.S. GOVERNMENT END USERS.** The Covered Software is a commercial item, as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of commercial computer software (as that term is defined at 48 C.F.R. 252.227-7014(a)(1)) and commercial computer software documentation as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Software with only those rights set forth herein. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFAR, or other clause or provision that addresses Government rights in computer software under this License.

9. **MISCELLANEOUS.** This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by the law of the jurisdiction specified in a notice contained within the Original Software (except to the extent applicable law, if any, provides otherwise), excluding such jurisdictions conflict-of-law provisions. Any litigation relating to this License shall be subject to the jurisdiction of the courts located in the jurisdiction and venue specified in a notice contained within the Original Software, with the losing party responsible for costs, including, without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License. You agree that You alone are responsible for compliance with the United States export administration regulations (and the export control laws and regulation of any other countries) when You use, distribute or otherwise make available any Covered Software.

10. **RESPONSIBILITY FOR CLAIMS.** As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or

indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

NOTICE PURSUANT TO SECTION 9 OF THE COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) The code released under the CDDL shall be governed by the laws of the State of California (excluding conflict-of-law provisions). Any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California and the state courts of the State of California, with venue lying in Santa Clara County, California.

### **13.9 Sun Microsystems, Inc. Binary Code License Agreement**

for the JAVA 2 PLATFORM STANDARD EDITION RUNTIME ENVIRONMENT 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 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. "Programs" mean Java applets and applications intended to run on the Java 2 Platform Standard Edition (J2SE platform) 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. 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.

D. 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.

E. 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 open source/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.

F. 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.

G. 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)

### **13.10 Microsoft .NET Framework 2.0 redistributable**

#### **MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS**

#### **MICROSOFT .NET FRAMEWORK 2.0**

Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. If you are licensed to use Microsoft Windows operating system software (the "software"), you may use this supplement. You may not use it if you do not have a license for the software. You may use a copy of this supplement with each validly licensed copy of the software.

The following license terms describe additional use terms for this supplement. These terms and the license terms for the software apply to your use of this supplement. If there is a conflict, these supplemental license terms apply. By using this supplement, you accept these terms. If you do not accept them, do not use this supplement. If you comply with these license terms, you have the rights below.

1. SUPPORT SERVICES FOR SUPPLEMENT. Microsoft provides support services for this supplement as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx).

2. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. This supplement includes the .NET Framework component of the Windows operating systems (“.NET Component”). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, using parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft’s support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer’s application(s) are specifically tested and the results are only disclosed to such specific customer. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

### **13.11 MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS**

#### **MICROSOFT .NET FRAMEWORK 3.5 FOR MICROSOFT WINDOWS OPERATING SYSTEM**

Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. If you are licensed to use Microsoft Windows operating system

software (the “software”), you may use this supplement. You may not use it if you do not have a license for the software. You may use this supplement with each validly licensed copy of the software.

The following license terms describe additional use terms for this supplement. These terms and the license terms for the software apply to your use of the supplement. If there is a conflict, these supplemental license terms apply.

By using this supplement, you accept these terms. If you do not accept them, do not use this supplement.

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

1. SUPPORT SERVICES FOR SUPPLEMENT. Microsoft provides support services for this software as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx).

2. MICROSOFT .NET BENCHMARK TESTING. The software includes the .NET Framework, Windows Communication Foundation, Windows Presentation Foundation, and Windows Workflow Foundation components of the Windows operating systems (.NET Components). You may conduct internal benchmark testing of the .NET Components. You may disclose the results of any benchmark test of the .NET Components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

## **13.12 Microsoft Office PIA Eula**

### **SUPPLEMENTAL END USER LICENSE AGREEMENT FOR MICROSOFT OFFICE SYSTEM PROGRAMS SOFTWARE**

**PLEASE READ THIS SUPPLEMENTAL END-USER LICENSE AGREEMENT (“SUPPLEMENTAL EULA”) CAREFULLY. BY INSTALLING OR USING THE SOFTWARE THAT ACCOMPANIES THIS SUPPLEMENTAL EULA, YOU AGREE TO THE TERMS OF THIS SUPPLEMENTAL EULA. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE.**

#### **1. General**

The accompanying Microsoft software includes computer software and may include associated media, printed materials, online or electronic documentation, and Internet-based services (collectively, the “Components”). The Components are provided to update, supplement, or replace existing functionality of the Microsoft Software named above which you previously licensed (the “Software”). Your use of the Components is subject to the terms and conditions of this Supplemental EULA and, as set forth below, the end user license agreement (either from Microsoft or some other entity) under which you have previously licensed the Software (the “Software EULA”).

**IF YOU DO NOT HAVE A VALIDLY LICENSED COPY OF THE SOFTWARE, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE**

## COMPONENTS AND YOU HAVE NO RIGHTS UNDER THIS SUPPLEMENTAL EULA.

### 2. General Terms and Conditions of Your Use of the Components

2.1 Microsoft grants you a license to the Components equivalent to, and subject to the same conditions, limitations and restrictions as, the license that the Software EULA grants you with respect to the Software, except as set forth below.

2.2 You may reproduce, install and use one copy of the Components on each computer running a validly licensed copy of the Software.

2.3 The Components are protected by copyright and other intellectual property laws and treaties. Microsoft Corporation or its suppliers own the title, copyright, and other intellectual property rights in the Components. All rights not expressly granted to you in this Supplemental EULA are reserved. The Components are licensed, not sold.

2.4 Microsoft also grants you the right to reproduce and distribute the .MSI file created on your computer upon installation of the Component (the "Redistributable File") in object code form only, provided that you comply with the following distribution requirements: (a) you distribute the Redistributable File only in conjunction with, and as a part of, your software program ("Program"); (b) your Program adds significant and primary functionality to the Redistributable File; (c) you do not permit further redistribution of the Redistributable File by your end-user customers; (d) you do not use Microsoft's name, logo, or trademarks to market your Program; (e) you include a valid copyright notice on your Program; and (f) 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 Program.

2.5 Capitalized terms used in this Supplemental EULA and not otherwise defined herein shall have the meanings assigned to them in the Software EULA.

### 3. Additional Rights and Limitations

If the Software was licensed to you by Microsoft or any of its wholly owned subsidiaries, the limited warranty (if any) included in the Software EULA applies to the Components provided that the Components have been licensed to you within the term of that limited warranty. However, this Supplemental EULA does not extend the time period for which that limited warranty is provided.

**IF THE SOFTWARE WAS LICENSED TO YOU BY AN ENTITY OTHER THAN MICROSOFT OR ANY OF ITS WHOLLY OWNED SUBSIDIARIES, THEN THE FOLLOWING THREE PARAGRAPHS ALSO APPLY:**

**DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE TO YOU THE COMPONENTS AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS; AND MICROSOFT AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER 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 RELIABILITY OR AVAILABILITY, 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 COMPONENTS, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE COMPONENTS OR OTHERWISE ARISING OUT OF THE USE OF THE COMPONENTS. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE COMPONENTS.

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, PUNITIVE, 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, 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 COMPONENTS, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE COMPONENTS OR OTHERWISE ARISING OUT OF THE USE OF THE COMPONENTS, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS SUPPLEMENTAL EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT OR PRODUCT 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.

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 IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS SUPPLEMENTAL EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE COMPONENTS UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE COMPONENTS 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.

Si vous avez acquis votre produit Microsoft au CANADA, le texte suivant vous concerne :DÉNI DE GARANTIES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, LES COMPOSANTS OS 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, MAIS SANS LIMITATION, (LE CAS ÉCHÉANT) LES GARANTIES, DEVOIRS OU CONDITIONS IMPLICITES DE QUALITÉ MARCHANDE, D'ADAPTATION À UNE FIN PARTICULIÈRE, DE FIABILITÉ OU DE DISPONIBILITÉ, D'EXACTITUDE OU D'EXHAUSTIVITÉ DES RÉPONSES, DES RÉSULTATS, DES EFFORTS DÉPLOYÉS SELON LES RÈGLES DE L'ART, D'ABSENCE DE VIRUS ET D'ABSENCE DE NÉGLIGENCE, LE TOUT À L'ÉGARD DU LOGICIEL ET DE LA PRESTATION OU DE L'OMISSION DE LA PRESTATION DES SERVICES DE SOUTIEN TECHNIQUE OU À L'ÉGARD DE LA FOURNITURE OU DE L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTE GRÂCE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL . 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 CONTREFAÇON CONCERNANT LES COMPOSANTS OS.

EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES ACCESSOIRES, INDIRECTS ET CERTAINS AUTRES TYPES DE DOMMAGES. DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, MICROSOFT OU SES FOURNISSEURS NE POURRONT EN AUCUN CAS ÊTRE TENUS RESPONSABLES DE TOUT DOMMAGE SPÉCIAL, ACCESSOIRE, INCIDENT OU INDIRECT DE QUELQUE NATURE QUE CE SOIT (Y COMPRIS, MAIS NON DE FACON LIMITATIVE, LES PERTES DE BÉNÉFICES, PERTES D'INFORMATIONS CONFIDENTIELLES OU AUTRES INFORMATIONS, INTERRUPTIONS D'ACTIVITÉ, PRÉJUDICES CORPORELS, ATTEINTES À LA VIE PRIVÉE, MANQUEMENT À TOUTE OBLIGATION (NOTAMMENT L'OBLIGATION DE BONNE FOI ET DE DILIGENCE), NÉGLIGENCE, ET POUR TOUTE PERTE PÉCUNIAIRE OU AUTRE DE QUELQUE NATURE QUE CE SOIT), RÉSULTANT DE, OU RELATIFS A, L'UTILISATION OU L'IMPOSSIBILITÉ D'UTILISER LES COMPOSANTS OS OU LES SERVICES D'ASSISTANCE, OU LA FOURNITURE OU LE DÉFAUT DE FOURNITURE DES SERVICES D'ASSISTANCE, OU AUTREMENT EN VERTU DE, OU RELATIVEMENT A, TOUTE DISPOSITION DE CE CLUF SUPPLÉMENTAIRE, MÊME SI LA SOCIÉTÉ MICROSOFT OU UN QUELCONQUE FOURNISSEUR A ÉTÉ PRÉVENU DE L'ÉVENTUALITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. NONOBTANT TOUT DOMMAGE QUE VOUS POURRIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT TOUS LES DOMMAGES ÉNUMÉRÉS CI-DESSUS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX), L'ENTIÈRE RESPONSABILITÉ DE MICROSOFT ET DE L'UN QUELCONQUE DE SES FOURNISSEURS AU TITRE DE TOUTE STIPULATION DE CE CLUF SUPPLÉMENTAIRE ET VOTRE SEUL RECOURS EN CE QUI CONCERNE TOUS LES DOMMAGES PRÉCITÉS NE SAURAIENT EXCÉDER LE MONTANT QUE VOUS AVEZ EFFECTIVEMENT PAYÉ POUR LES COMPOSANTS OS OU 5 DOLLARS US (US\$ 5,00), SELON LE PLUS ÉLEVÉ DES DEUX MONTANTS. LES PRÉSENTES LIMITATIONS ET EXCLUSIONS DEMEURERONT APPLICABLES DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE QUAND BIEN MÊME UN QUELCONQUE REMÈDE À UN QUELCONQUE MANQUEMENT NE PRODUIRAIT PAS D'EFFET.

À moins que cela ne soit prohibé par le droit local applicable, la présente Convention est régie par les lois de la province d'Ontario, Canada. Vous consentez à la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, dans la 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 utiliser l'information contenue dans le Logiciel pour contacter la filiale de Microsoft desservant votre pays, ou visitez Microsoft sur le World Wide Web à <http://www.microsoft.com>.

### **13.13 Microsoft VISUAL STUDIO 2005 TOOLS FOR THE 2007 MICROSOFT OFFICE SYSTEM Runtime**

#### **End-User License Agreement**

#### **MICROSOFT SOFTWARE LICENSE TERMS**

#### **MICROSOFT VISUAL STUDIO 2005 TOOLS FOR THE 2007 MICROSOFT OFFICE SYSTEM RUNTIME**

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 one copy of the software on your device for your use solely with Microsoft Visual Studio 2005 Tools for the Microsoft Office System Runtime or Microsoft Visual Studio 2005 Tools for the 2007 Microsoft Office System Runtime.
2. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
3. **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

- \* 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; or
- \* use the software for commercial software hosting services.

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

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

6. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

7. **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](http://www.microsoft.com/exporting).

8. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.

9. **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.

10. **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.

11. **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.

12. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-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.**

13. **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.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

**EXONÉRATION DE GARANTIE.** Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

**LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES.** Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

- \* tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et

- \* les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

#### **13.14 MICROSOFT VISUAL STUDIO TOOLS FOR THE MICROSOFT OFFICE SYSTEM (VERSION 3.0 RUNTIME)**

##### **MICROSOFT CORPORATION END-USER LICENSE AGREEMENT**

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 one copy of the software on your device.

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

- \* 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](http://www.microsoft.com/exporting).

6. **SUPPORT SERVICES.** Because this software is “as 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 “AS-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.

### **13.15 Microsoft MDAC 2.81**

#### **MICROSOFT CORPORATION END-USER LICENSE AGREEMENT**

##### **Microsoft Data Access Components 2.8**

**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 is the file identified as MDAC\_typ.exe (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. 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.

#### 13. 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.

#### 14. 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.

#### 15. 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.

### 13.16 Microsoft Access Nordwind und Northwind Datenbank (xAlerator-Tutorial)

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

- a.** General. You may install and use an unlimited number of copies of the SOFTWARE PRODUCT on any number of computers, including workstations, terminals or other digital electronic devices residing on your premises, for the purpose of designing, developing and testing your software application(s) (“Application”).
- b.** Redistribution of SOFTWARE PRODUCT as Modified by You. You may copy and redistribute any SOFTWARE PRODUCT that you have modified and incorporated into your Application, subject to the following restrictions and limitations:
  - (i)** You shall distribute the modified SOFTWARE PRODUCT only in conjunction with and as part of an Application that adds significant and primary functionality to the SOFTWARE PRODUCT;
  - (ii)** You shall not use Microsoft’s name, logo or trademarks to market your Application;
  - (iii)** You shall distribute your Application containing the SOFTWARE PRODUCT 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;
  - (iv)** You shall not permit further redistribution of the SOFTWARE PRODUCT by your end-user customers;
  - (v)** You shall include a valid copyright notice in your own name in your Application, which notice shall be sufficient to protect Microsoft’s copyright in the modified SOFTWARE PRODUCT; and
  - (vi)** You agree to indemnify, hold harmless and defend Microsoft from and against any claims or lawsuits including reasonable attorneys’ fees, which arise or result from the use or distribution of the modified SOFTWARE PRODUCT and/or your Application.
  - (vii)** Your license rights to the SOFTWARE PRODUCT are conditioned upon your
    - (a)** not incorporating Identified Software into or combining Identified Software with the SOFTWARE PRODUCT or a derivative work thereof;
    - (b)** not distributing Identified Software in conjunction with the SOFTWARE PRODUCT or a derivative work thereof; and
    - (c)** not using Identified Software in the development of a derivative work of the SOFTWARE PRODUCT. “Identified Software” means software which is licensed pursuant to terms that directly or indirectly

- (i) create, or purport to create, obligations for Microsoft with respect to the SOFTWARE PRODUCT or derivative work thereof or
- (ii) grant, or purport to grant, to any third party any rights or immunities under Microsoft's intellectual property or proprietary rights in the SOFTWARE PRODUCT or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be
  - (a) disclosed or distributed in source code form;
  - (b) be licensed for the purpose of making derivative works; or
  - (c) be redistributable at no charge.

### **13.17 Lizenzbestimmungen: GNU LESSER GENERAL PUBLIC LICENSE Version 2.1, February 1999 (LGPL).**

GNU LESSER GENERAL PUBLIC LICENSE Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc. 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

#### Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

When we speak of free software, we are referring to freedom of use, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish); that you receive source code or can get it if you want it; that you can change the software and use pieces of it in new free programs; and that you are informed that you can do these things.

To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it.

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

**GNU LESSER GENERAL PUBLIC LICENSE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION**

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does. 1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, datastructure layouts and accessors, and small macros and small inlinefunctions (ten lines or less in length), then the use of the objectfile is unrestricted, regardless of whether it is legally a derivativework. (Executables containing this object code plus portions of theLibrary will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you maydistribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine orlink a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that workunder terms of your choice, provided that the terms permitmodification of the work for the customer's own use and reverseengineering for debugging such modifications.

You must give prominent notice with each copy of the work that theLibrary is used in it and that the Library and its use are covered bythis License. You must supply a copy of this License. If the workduring execution displays copyright notices, you must include thecopyright notice for the Library among them, as well as a referencedirecting the user to the copy of this License. Also, you must do oneof these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses theLibrary" must include any data and utility programs needed forreproducing the executable from it. However, as a special exception,the materials to be distributed need not include anything that isnormally distributed (in either source or binary form) with the majorcomponents (compiler, kernel, and so on) of the operating system onwhich the executable runs, unless that component itself accompaniesthe executable.

It may happen that this requirement contradicts the licenserestrictions of other proprietary libraries that do not normallyaccompany the operating system. Such a

contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. 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 not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

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

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the 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 specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

#### NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NOWARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

### **13.18 Lizenzbestimmungen: DOM4J**

Copyright 2001-2005 (C) MetaStuff, Ltd. All Rights Reserved.

Redistribution and use of this software and associated documentation ("Software"), with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain copyright statements and notices. Redistributions must also contain a copy of this document.
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 name "DOM4J" must not be used to endorse or promote products derived from this Software without prior written permission of MetaStuff, Ltd. For written permission, please contact [dom4j-info@metastuff.com](mailto:dom4j-info@metastuff.com).
4. Products derived from this Software may not be called "DOM4J" nor may "DOM4J" appear in their names without prior written permission of MetaStuff, Ltd. DOM4J is a registered trademark of MetaStuff, Ltd.
5. Due credit should be given to the DOM4J Project - <http://www.dom4j.org>

THIS SOFTWARE IS PROVIDED BY METASTUFF, LTD. AND CONTRIBUTORS "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 METASTUFF, LTD. 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.

### **13.19 Lizenzbestimmungen: SAXPath**

Copyright (C) 2000-2002 werken digital.

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 disclaimer that follows these conditions in the documentation and/or other materials provided with the distribution.

3. The name "SAXPath" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [license@saxpath.org](mailto:license@saxpath.org).

4. Products derived from this software may not be called "SAXPath", nor may "SAXPath" appear in their name, without prior written permission from the SAXPath Project Management ([pm@saxpath.org](mailto:pm@saxpath.org)).

In addition, we request (but do not require) that you include in the end-user documentation provided with the redistribution and/or in the software itself an acknowledgement equivalent to the following:

"This product includes software developed by the  
SAXPath Project (<http://www.saxpath.org/>)."

Alternatively, the acknowledgment may be graphical using the logos available at <http://www.saxpath.org/>

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 SAXPath AUTHORS OR THE PROJECT 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 SAXPath Project and was originally created by bob mcwhirter

<bob@werken.com> and James Strachan <jstrachan@apache.org>. For more information on the SAXPath Project, please see <<http://www.saxpath.org/>>.

### **13.20 Lizenzbestimmungen: jaxen-core, jaxen-jdom**

Copyright 2003-2006 The Werken Company. All Rights Reserved.

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

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

- \* 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.

- \* Neither the name of the Jaxen Project nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS 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 COPYRIGHT OWNER OR 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.