Arcserve (USA), LLC and/or its affiliates or subsidiaries ("Arcserve")

End User License Agreement (the "Agreement") for the Arcserve software product that is being installed as well as the associated documentation and any SDK, as defined below, included within the product ("the Product").

Carefully read the following terms and conditions regarding your use of the Product before installing and using the Product. Throughout this Agreement, you will be referred to as "You" or "Licensee."

By selecting the "I accept the terms of the License Agreement" radio button below, and then clicking on the "Next" button, you are

(I) Representing that you are not a minor, and have full legal capacity and have the authority to bind yourself and your employer, as applicable, to the terms of this Agreement;

(II) Consenting on behalf of yourself and/or as an authorized representative of your employer, as applicable, to be bound by this Agreement.

By selecting the "I do NOT accept the terms of the License Agreement" radio button below, and then clicking on the "Cancel" button, the installation process will cease.

1. Arcserve (or where the Product is being supplied outside of North America the Arcserve subsidiary identified after Section 15 below for the country in which the Product is being supplied, and in such instance Arcserve shall mean the Arcserve subsidiary identified) provides Licensee with one copy of the Product, for use by a single user, or the quantity designated as the authorized use limitation ("Authorized Use Limitation") on any Order Form (defined below) referencing the terms of this Agreement or CD sleeve included within the Product box. Arcserve licenses the Product to Licensee on a non-exclusive basis, pursuant to the terms of this Agreement as well as the terms of (a) any Arcserve Order Form or Registration Form which has been signed by Licensee and Arcserve; or (b) a License Program Certificate which is provided by Arcserve to Licensee, as applicable (each hereafter referred to as the "Order Form").

2. If the Product is an alpha or beta version of the program, hereinafter referred to as the "beta program" or "beta version" and not generally available to date, Arcserve does not guarantee that the generally available release will be identical to the beta program or that the generally available release will not require reinstallation. Licensee agrees that if it registers for support or if otherwise required by Arcserve, Licensee shall provide Arcserve with specific information concerning Licensee's experiences

with the operation of the Product. Licensee agrees and acknowledges that the beta version of the Product (a) is to be used only for testing purposes and not to perform any production activities unless Arcserve shall have otherwise approved in writing and (b) has not been tested or debugged and is experimental and that the documentation may be in draft form and will, in many cases, be incomplete. Licensee agrees that Arcserve makes no representations regarding the completeness, accuracy or Licensee's use or operation of the beta version of the Product. BETA PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS OF TITLE OR NON-INFRINGEMENT. If Licensee is also a Tester of the beta version of the Product (as "Tester" is defined by the Beta Testing Agreement that was agreed to by Licensee during the registration process before obtaining the beta version of the Product), Licensee agrees that the terms of this Agreement are in addition to, and do not supersede, the terms of the Beta Testing Agreement.

If the Product is a No Charge Edition of the UDP software for workstations, then this edition runs in a limited capability mode, with limited support and maintenance for some languages that UDP v5 presently supports. It is possible to upgrade to a paid version of the Product to enable functions that are disabled in the No Charge Edition. Support options and languages supported for the No Charge Edition of UDP workstation are subject to change without notice.

3. If the Product is being licensed on a trial or evaluation basis, Licensee agrees to use the Product solely for evaluation purposes, in accordance with the usage restrictions set forth in Section 1, for a thirty-day evaluation period unless a different period is otherwise noted (the "Trial Period"). At the end of the Trial Period, Licensee's right to use the Product automatically expires and Licensee agrees to de-install the Product and return to Arcserve all copies or partial copies of the Product or certify to Arcserve in writing that all copies or partial copies of the Product have been deleted from Licensee's computer libraries and/or storage devices and destroyed. If Licensee desires to continue its use of the Product beyond the Trial Period, Licensee may contact Arcserve to acquire a license to the Product for the applicable fee. LICENSEE'S USE OF THE PRODUCT DURING THE TRIAL PERIOD IS ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, AND Arcserve DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY EXPRESS WARRANTIES PROVIDED ELSEWHERE IN THIS AGREEMENT.

4. If the Product includes a Software Development Kit ("SDK"), the terms and conditions of this paragraph apply solely for the use of the SDK. The SDK may include software, APIs and associated documentation. The SDK is provided solely for Licensee's internal use to develop software that enables the integration of third party software or hardware with the Product, or to develop software that functions with the Product, such as an agent. Licensee's use of the SDK is restricted solely to enhance Licensee's internal use of the Product. No distribution rights of any kind are granted to Licensee regarding the Product. In addition to the limitations on use set forth in Section 8, below, Licensee may not reproduce, disclose, market, or distribute the SDK or the documentation or any applications containing any executable versions of the SDK to third parties, on the internet, or use such executables in excess of the applicable Authorized Use Limitation. If there is a conflict between the terms of this

section and the terms of any other section in this Agreement, the terms of this section will prevail solely with respect to the use of the SDK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE SDK IS PROVIDED AND LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND.

5. Payment of the fees specified on the Order Form or as agreed between Licensee and an authorized reseller of Arcserve, shall entitle Licensee to use the Product for the term specified on the Order Form (the "Term"), which use may include the right to receive maintenance services therefore for the period set forth on the Order Form. All fees payable hereunder shall be payable in advance. Licensee will install each new release of the Product delivered to Licensee. After the Term, continued usage and/or maintenance of the Product as provided herein shall be subject to the payment by Licensee of the fees described on the Order Form. Notwithstanding the foregoing, if the Product was licensed under this Agreement without an Order Form, Licensee shall be entitled to use the Product for an indefinite period, but the license does not include the right to receive maintenance services. Notwithstanding the foregoing, with respect to any Product that relies on continuous content updates, such as signature files and security updates, Licensee shall be entitled to such content updates for a period of one (1) year from the effective date of the license.

6. If maintenance is provided by Arcserve, it shall be renewed annually as specified in the Order form with Arcserve. All fees are net of applicable taxes. Licensee agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency including, without limitation, federal, state and local, sales, use, value added and personal property taxes, (other than franchise and income taxes for which Arcserve is responsible) upon a presentation of invoices by Arcserve. Any claimed exemption from such tariffs, duties or taxes must be supported by proper documentary evidence delivered to Arcserve. Any invoice which is unpaid by Licensee when due shall be subject to an interest charge equal to the lower of 1.5% per month or the highest applicable legal rate.

7. Licensee may use the Product as provided herein solely to process its own data and the data of its majority-owned subsidiaries and use is restricted to the location, computer equipment, and Authorized Use Limitation specified on the Order Form or CD sleeve, as applicable. If Licensee desires to use the Product beyond such restrictions, it shall notify Arcserve, and Licensee will be invoiced for and shall pay the applicable fees for such expanded use.

8. The Product, including any source or object code that may be provided to Licensee hereunder, as well as documentation, appearance, structure and organization, is the proprietary property of Arcserve and/or its licensors, if any, and may be protected by copyright, patent, trademark, trade secret and/or other laws. Title to the Product, or any copy, modification, translation, partial copy, compilation,

derivative work or merged portion of any applicable SDK, shall at all times remain with Arcserve and/or its licensors. Usage rights respecting the Product may not be exchanged for any other Arcserve product. The Product is licensed as a single product. Its component parts may not be separated for use. Licensee and its employees will keep the Product and the terms of this license strictly confidential and use its best efforts to prevent and protect the Product from unauthorized disclosure or use. Licensee may not (i) disclose, de-compile, disassemble nor otherwise reverse engineer the Product except to the extent the foregoing restriction is expressly prohibited under applicable law; (ii) create any derivative works based on the Product; (iii) use the Product to provide facilities management or in connection with a service bureau or like activity whereby Licensee, without purchasing a license from Arcserve for such purpose, operates or uses the Product for the benefit of a third party who has not purchased a copy of the Product; or (iv) permit the use of the Product by any third party without the prior written consent of Arcserve. Licensee shall not release the results of any benchmark testing of the Product to any third party without the prior written consent of Arcserve. Licensee will not transfer, assign, rent, lease, use, copy or modify the product, in whole or in part, or permit others to do any of the foregoing with regard to the Product without Arcserve's prior written consent, except to the extent the foregoing restriction is expressly prohibited under applicable law. Licensee will not remove any proprietary markings of Arcserve or its licensors. Licensee may copy the Product as reasonably required for back-up and disaster recovery purposes, provided that production use of the Product is restricted to the Authorized Use Limitation specified on the Order Form or CD sleeve, and provided that use of the Product for disaster recovery testing shall be limited to one week in any three month period. The Product may be used only within the boundaries of the country where the Product was purchased (except as otherwise provided on the Order Form) unless Arcserve consents otherwise in writing. If this license terminates for any reason, Licensee shall certify to Arcserve in writing that all copies and partial copies of the Product have been deleted from all computers and storage devices and are returned to Arcserve or destroyed and are no longer in use. Licensee shall comply with all relevant import and export regulations, including those adopted by the Office of Export Administration of the US Department of Commerce and shall indemnify, defend and hold Arcserve harmless with respect to any damages, fees, penalties, fines, costs or claims relating to Licensee's breach of the foregoing representation and warranty. The Product and any accompanying documentation have been developed entirely at private expense. They are delivered and licensed as "commercial item" "computer software" as defined in FAR 2.101. In the event Licensee is a U.S. Federal Government agency, the licensing terms of Arcserve's then current GSA FSS contract shall govern use of the Computer Program(s), in lieu of the terms contained in the license delivered with the Program(s). For such purposes, the term "Product" and "Computer Program" shall have the same meaning hereunder. The Computer Program(s) was developed at private expense, is commercial, and is published and copyrighted. Third parties purchasing on behalf of a Federal Government agency shall only transfer the Computer Program(s) to the Government with "Restricted Rights" as that term is defined in FAR 52.227-19(c)(2) or DFAR 252.227-7015, and in accordance with Arcserve's then current GSA FSS contract. All Software is provided FOB shipping point or electronic delivery. Acceptance is waived and deemed to have occurred at the earliest of point of physical shipment or delivery of keys/access codes for electronic delivery. Arcserve is the manufacturer of the Product.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its choice of law provisions.

9. Arcserve warrants that it can enter into this Agreement and that it will indemnify, hold Licensee harmless, and defend or, at its option, settle any claim that Arcserve is not so authorized or that Licensee's use of the Product as authorized hereby infringes any patent, copyright or other intellectual property right of any third party. Arcserve also warrants that the Product will operate in accordance with its published specifications, provided that Arcserve's only responsibility will be to use reasonable efforts, consistent with industry standards, to cure any defect. The foregoing warranty respecting the operation of the Product will be in effect only during any period for which Licensee shall have paid the applicable license fee and annual maintenance fee, or, with respect to Products licensed without an Order Form, during a period of ninety (90) days from Licensee's acquisition of license for the Product. If, within a reasonable time after receiving Licensee's written notice of breach of either of the above warranties, Arcserve is unable to cause the Product to operate (a) without infringing a third party's intellectual property rights, or (b) in accordance with Arcserve's written specifications, then either party may terminate this Agreement on written notice to the other party and Arcserve or the authorized reseller will refund the relevant license fees paid for such non-compliant Product only when Licensee returns the Product to Arcserve or its authorized reseller from whom it obtained the Product, with the purchase receipt within the warranty period noted above. The warranties set forth in this Section do not apply to beta versions of the Product, Product licensed on a trial or evaluation basis or to Software Development Kits.

10. EXCEPT AS SET FORTH ABOVE, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW:

(I) NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY ARCSERVE; (II) IN NO EVENT WILL ARCSERVE BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY CLAIM FOR LOSS, INCLUDING TIME, MONEY, GOODWILL, AND CONSEQUENTIAL DAMAGES, WHICH MAY ARISE FROM THE USE, OPERATION OR MODIFICATION OF THE PRODUCT, EVEN IF ARCSERVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE ABOVE LIABILITY LIMITATION IS FOUND TO BE INVALID UNDER APPLICABLE LAW, THEN ARCSERVE'S LIABILITY FOR SUCH CLAIM SHALL BE LIMITED TO THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID FOR THE PRODUCT BY LICENSEE. NO THIRD PARTY, INCLUDING AGENTS, DISTRIBUTORS, OR AUTHORIZED ARCSERVE RESELLERS IS AUTHORIZED TO MODIFY ANY OF THE ABOVE WARRANTIES OR MAKE ANY ADDITIONAL WARRANTIES ON BEHALF OF ARCSERVE. ARCSERVE DOES NOT WARRANT THAT THE PRODUCT WILL MEET LICENSEE'S REQUIREMENTS OR THAT USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

11. Licensee may assign this Agreement only if Licensee complies with Arcserve's then prevailing policies respecting assignment of licenses, which includes a requirement that the scope of use of the Product not be expanded beyond the business of Licensee and the business of Licensee's majority-owned subsidiaries. Arcserve may assign this Agreement to any third party that succeeds to Arcserve's interests in the Product and assumes the obligations of Arcserve hereunder; and Arcserve may assign its

right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

12. If Licensee breaches any term of this Agreement or if Licensee becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against Licensee, Arcserve shall have the right to withhold its own performance hereunder and/or to terminate this Agreement immediately and, in addition to all other rights of Arcserve, all amounts due or to become due hereunder will immediately be due and payable to Arcserve.

13. If Licensee fails to pay the applicable maintenance fee, then Licensee may reinstate maintenance thereafter by paying to Arcserve a fee equal to 150% of Arcserve's then prevailing maintenance fee for each year for which the maintenance fee has not been paid.

14. If a court holds that any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach of this Agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

15. In the event Licensee acquires a license for the Product outside of the United States, the following Sections will apply to the use of the Product:

Notwithstanding the terms of the last sentence of Section 8, the laws of the country in which Licensee acquires a license for the Product shall govern this Agreement, except as otherwise provided below.

In Albania, Armenia, Belarus, Bosnia/Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Romania, Russia, Slovak Republic, Slovenia, and Ukraine, the laws of Austria govern this Agreement.

Argentina

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Argentina. Any dispute hereunder shall be determined by the Tribunales de la Cuidad de Buenos Aires.

Australia

The following is added to each of the end of Sections 2, 3 and 10:

Although Arcserve specifies that there are no warranties, Licensee may have certain rights under the Trade Practices Act 1974 and other state and territory legislation which may not be excluded but may be limited. To the full extent permitted by law Arcserve excludes all terms not expressly set out in the express terms of this Agreement, and limits any terms imposed by the Trade Practices Act 1974 and other state and territory legislation to the full extent permitted by the applicable legislation.

The last sentence of Section 8 is deleted and replaced with:

The laws of the State or Territory in which the transaction is performed govern this Agreement.

The following is added to Section 10:

Where Arcserve is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other state and territory legislation, Arcserve's liability is limited, in the case of goods, to the repair or replacement of the goods, or payment for the repair or replacement of the goods, and in the case of services, the supplying of the services again or payment for the re-supply of the services, as Arcserve may elect. Where that condition or warranty relates to a right to sell, quiet possession or clear title, in respect of goods or if the goods supplied by Arcserve are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this Section apply.

Austria

The last sentence of Section 8 is deleted and replaced with:

The laws of Austria govern this Agreement. The following is added to Section 8: In addition, Arcserve is entitled to bring action against Licensee in a court located in Licensee's place of incorporation, establishment or permanent residence.

The following is added to Section 10:

Any liability for the slight negligence of Arcserve is excluded.

The following is added to the Agreement:

In the event the Licensee qualifies as a consumer according to Austrian Consumer Protection Act ("Konsumentenschutzgesetz" -"KSchG") Sections 2, 3, 9 and 10 of this Agreement are not applicable to the extent they reduce Arcserve's liability and the consumer's warranty.

Belgium

The last sentence of Section 8 is deleted and replaced with:

The courts of Arcserve's registered office shall have exclusive jurisdiction regarding any dispute that may arise between the parties dealing with the formation, execution, interpretation, or termination of this Agreement, including but not limited to measures of conservation, emergency proceedings, warranty proceedings, petition or in case of more than one defendant.

Brazil

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Brazil. Any dispute hereunder shall be determined by a court of the São Paulo City Hall.

Canada

The last sentence of Section 8 is deleted and replaced with:

The laws in the Province of Ontario shall govern this Agreement.

Chile

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Chile. Any dispute hereunder shall be determined by the Tribunales Ordinarios de la Cuidad de Santiago.

China

The second sentence of Section 6 is deleted and replaced with:

All fees are inclusive of VAT.

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of the People's Republic of China, without regard to its choice of law provisions. Any dispute hereunder shall be determined by a competent court located in Beijing.

Colombia

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Colombia. Any dispute hereunder shall be determined by the Tribunales Ordinarios de la Cuidad de Bogotá.

Czech Republic

The first sentence of Section 1 is deleted and replaced with:

Arcserve grants the Licensee a non-exclusive license to use the Product, for use by a single user, or the quantity designated as the authorized use limitation ("Authorized Use Limitation") on any Order Form (defined below) referencing the terms of this Agreement or CD sleeve included within the Product box.

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of the Czech Republic, without regard to its choice of law provisions. Any dispute hereunder shall be determined by a court of competent jurisdiction within the Czech Republic.

Section 10 is deleted and replaced with:

Except as set forth above, to the full extent permitted by applicable law, no other warranties, whether express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, are made by Arcserve.

Denmark

The third paragraph of the Preamble is deleted and replaced with:

By installing, copying or using the product or by selecting the "I accept the terms of the License Agreement" radio button below, and the clicking on the "Next" button, you are:

(I) Representing that you are not a minor and have full legal capacity and have the authority to bind yourself and your employer, as applicable, to the terms of this Agreement;

(II) Consenting on behalf of yourself and/or as an authorized representative.

The following is added to the last paragraph of the Preamble:

In the event that you select the "I do NOT accept the terms of the License Agreement" radio button below, and then click on the "Cancel" button, the installation shall cease. You should delete all copies of the Product from your computer systems and return, by registered first class post, the Product, complete with box and any documentation, to Arcserve or the authorized reseller from whom you purchased the Product with your proof of purchase within thirty (30) days of the date of purchase. You will promptly be issued a full refund of any license fees paid for the Product and, if applicable, maintenance fees paid. If requested at the time of return and provided that receipts of costs incurred are provided, Arcserve or the authorized reseller shall also refund to you any postage costs you incurred in returning the Product.

The second to last sentence of Section 2 is deleted and replaced with:

Beta products are provided on an "as is" basis, without warranties or representations of any kind, either express or implied including, without limitation, any warranties, conditions or representations of merchantability or satisfactory quality and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.

The last sentence of Section 3 is deleted and replaced with:

Licensee's use of the product during the trial period is on an "as is" basis without any warranty, and Arcserve disclaims all warranties including, without limitation, any implied warranties or conditions of merchantability or satisfactory quality and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.

The seventh sentence of Section 8 is deleted and replaced with:

Licensee may not:

(I) Disclose, de-compile, disassemble nor otherwise reverse engineer the Product save to the extent expressly permitted by law;

(II) Create any derivative works based on the Product;

(III) Use the Product in connection with a service bureau or like activity whereby Licensee, without purchasing a license from Arcserve for such purpose, operates or uses the Product for the benefit of a third party who has not purchased a copy of the Product;

(IV) Permit the use of the Product by any third party without the prior written consent of Arcserve, save for contract staff of the Licensee who are acting on the Licensee's business, not engaged in facilities management and who the Licensee agrees as a condition of this Agreement to ensure such contract staff shall comply with all the terms of this Agreement, including without limitation, confidentiality provisions.

Section 10. (A) is deleted and replaced with:

No other warranties, whether express or implied, including, without limitation, any implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose, are made by Arcserve; and

The following is added at the end of Section 10:

The foregoing exclusions and limitations upon liability shall not apply to any liability for damages arising from:

a. Tangible property damage to the extent that such is due to the negligence of an employee or authorized agent of Arcserve, in which event Arcserve's maximum liability shall be limited to $1,000,000 for each event or series of events;

b. Death or personal injury caused by the negligence of an employee or authorized agent of Arcserve.

France

The last sentence of Section 8 is deleted and replaced with:

The Commercial Court of Paris shall have exclusive jurisdiction regarding any dispute that may arise between the parties dealing with the formation, execution, interpretation, or termination of this Agreement, including but not limited to measures of conservation, emergency proceedings, warranty proceedings, petition or in case of more than one defendant.

Germany

Section 6 of the Agreement is deleted.

The twelfth sentence of Section 8 is deleted. The sixteenth sentence of Section 8 is deleted and replaced with:

Licensee shall comply with all relevant import and export regulations, including those adopted by the Office of Export Administration of the US Department of Commerce, any competent EU government and German export regulations. Licensee understands and acknowledges that US, EU and German restrictions vary regularly and, depending on Product, Licensee must refer to then current US, EU or German regulations.

The following is added to Section 9:

Arcserve shall not be liable for any infringement based upon use of other than an unaltered release of the Product unless altered with Arcserve's prior written consent.

Section 10 is deleted and replaced with:

In case of (i) willful misconduct, no limitation of liability applies;(ii) personal injury or damage to property, Arcserve's liability to Licensee is limited to the maximum amount that Arcserve will recover under its insurance policies; (iii) gross negligence that results in other damage than personal injury or damage to property, Arcserve's liability to Licensee shall be limited to an amount equal to the license fee for the Product; (iv) negligence that results in damages other than personal injury or damage to property, Arcserve's liability to Licensee shall be limited to an amount equal to fifty percent (50%) of the license fee for the Product. Notwithstanding the foregoing, the aggregated liability according to (iii) and (iv) above shall never exceed an amount equal to the purchase price of the Product. Except in case of willful misconduct or gross negligence, neither party shall be liable to the other for indirect, incidental, special or consequential damage, including but not limited to harm to services supplied by Licensee, or loss of business, loss of profit, or loss of data, arising out of or in connection with the implementation or the use of the Product. No actions, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the cause of non-payment, more than three (3) years from the date of the relevant invoice. Neither party shall be liable for delay in performing or failure to perform any of its obligations under this Agreement if the delay or failure results from events or circumstances outside its reasonable control. Such delay or failure shall not constitute a breach of this Agreement and time for performance shall be extended by time equivalent to the length of the delay caused by force majeure.

Greece

The last sentence of Section 8 is deleted and replaced with:

Any dispute hereunder shall finally be determined by Athens Courts.

Hong Kong

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong. The courts of Hong Kong will have sole and exclusive jurisdiction with respect to any disputes arising out of this Agreement.

The following is added at the end of Section 10: The aforementioned liability limitation and the aforementioned maximum liability amount will not affect or prejudice the statutory rights of the licensee under the sale of goods ordinance, the supply of services (implied terms) ordinance or the control of exemption sections ordinance, nor will they limit or exclude any liability for death or personal injury solely caused by Arcserve's negligence.

India

The last sentence of Section 8 is deleted and replaced with:

This Agreement and the terms hereof shall be governed and construed in accordance with the laws of India and the courts of Mumbai shall have sole and exclusive jurisdiction with respect to any disputes arising out of this Agreement.

Indonesia

The last sentence of Section 8 is deleted and replaced with:

This Agreement and the terms hereof shall be governed and construed in accordance with the laws of Indonesia. The courts of Indonesia, located in Jakarta, will have the sole and exclusive jurisdiction with respect to any disputes arising out of this Agreement.

Section 9 is amended by adding the following:

Licensee represents that Licensee (i) has full corporate power and authority; and (ii) is legally capable to execute, deliver and perform this Agreement. Arcserve and Licensee agree to waive any provisions, procedures and operation of any applicable law to the extent that a court order is required for termination of this Agreement.

Israel

The last sentence of Section 8 is deleted and replaced with:

Any dispute hereunder shall finally be determined by Tel Aviv Courts.

Italy

According to article 1341 and 1342 of the Italian Civil Code, the Licensee expressly accepts the terms and conditions included in Sections 6 (specifically the interest rate set forth in the last sentence), 8 and 9.

The last sentence of Section 8 is deleted and replaced with:

Any dispute hereunder shall finally be determined by Milan Courts.

Japan

The third sentence of Section 6 is deleted and replaced with:

Licensee agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency other than the taxes for which Arcserve is responsible upon a presentation of invoices by Arcserve.

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of the country of Japan, without regard to its choice of law provisions. Any dispute hereunder shall finally be determined by Tokyo District Court located in Tokyo Japan.

Korea

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Republic of Korea, without regard to its choice of law provisions.

Lybia, Egypt, Lebanon, Jordan, Iraq, Kingdom of Saudi Arabia, Kuwait, Qatar, United Arab Emirates, Oman, Yemen and Pakistan

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be interpreted according to, and governed by, the Laws of Dubai and the Federal Laws of the United Arab Emirates.

Any disputes shall be finally settled by arbitration in accordance with the Rules of Commercial Conciliation and Arbitration of the Dubai Chamber of Commerce & Industry, which Rules are deemed to incorporate reference to this Clause. The place of arbitration shall be Dubai. The arbitration proceedings and award shall be conducted and written in the English language. Judgment upon the award rendered may be executed by any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or any order of enforcement thereof, as the case may be. The award of the arbitration shall be the sole and exclusive remedy between the parties regarding any and all claims and counterclaims presented to the arbitrators.

Malaysia

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Malaysia. The courts of Malaysia will have sole and exclusive jurisdiction with respect to any disputes arising out of this Agreement.

The following is added to Section 10:

Although Arcserve specifies that there are no other warranties, Licensee may have certain rights under the Consumer Protection Act 1999 and the warranties are only limited to the extent permitted by the applicable legislation.

Mexico

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of México. Any dispute hereunder shall be determined by the Tribunales de la Cuidad de México.

Netherlands

The third paragraph of the Preamble is deleted and replaced with:

By installing, copying or using the product or by selecting the "I accept the terms of the License Agreement" radio button below, and then clicking on the "Next" button, you are

(I) Representing that you are not a minor and have full legal capacity and have the authority to bind yourself and your employer, as applicable, to the terms of this Agreement;

(II) Consenting on behalf of yourself and/or as an authorized representative.

The following is added to the last paragraph of the Preamble:

In the event that you select on "I do NOT accept the terms of the License Agreement" radio button below, and then click on the "Cancel" button, the installation shall cease. You should delete all copies of the Product from your computer systems and return, by registered first class post, the Product, complete with box and any documentation, to Arcserve or the authorized reseller from whom you purchased the Product with your proof of purchase within thirty (30) days of the date of purchase. You will promptly be issued a full refund of any license fees paid for the Product and, if applicable, maintenance fees paid. If requested at the time of return and provided that receipts of costs incurred are provided, Arcserve or the authorized reseller shall also refund to you any postage costs you incurred in returning the Product.

The second to last sentence of Section 2 is deleted and replaced with:

Beta products are provided on an "as is" basis, without warranties or representations of any kind, either express or implied including, without limitation, any warranties, conditions or representations of merchantability or satisfactory quality and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.

The last sentence of Section 3 is deleted and replaced with:

Licensee's use of the product during the trial period is on an "as is" basis without any warranty, and Arcserve disclaims all warranties including, without limitation, any implied warranties or conditions of merchantability or satisfactory quality and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.

The seventh sentence of Section 8 is deleted and replaced with:

Licensee may not

(I) Disclose, de-compile, disassemble nor otherwise reverse engineer the Product save to the extent expressly permitted by law;

(II) Create any derivative works based on the Product;

(III) Use the Product in connection with a service bureau or like activity whereby Licensee, without purchasing a license for such purpose from Arcserve, operates or uses the Product for the benefit of a third party who has not purchased a copy of the Product;

(IV) Permit the use of the Product by any third party without the prior written consent of Arcserve, save for contract staff of the Licensee who are acting on the Licensee's business, not engaged in facilities management and who the Licensee agrees as a condition of this Agreement to ensure that such contract staff shall comply with all the terms of this Agreement, including without limitation, confidentiality provisions.

Section 10.(A) is deleted and replaced with:

No other warranties, whether express or implied, including, without limitation, any implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose, are made by Arcserve.

The following is added at the end of Section 10:

The foregoing exclusions and limitations upon liability shall not apply to any liability for damages arising from:

a. Tangible property damage to the extent that such is due to the negligence of an employee or authorized agent of Arcserve, in which event Arcserve's maximum liability shall be limited to $1,000,000 for each event or series of events;

b. Death or personal injury caused by the negligence of an employee or authorized agent of Arcserve, or

c. Willful misconduct or gross negligence of Arcserve.

New Zealand

Notwithstanding the final sentence of Section 6, the applicable interest charge on invoices unpaid by Licensee is 1.5% per month.

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of New Zealand. The courts of New Zealand will have sole and exclusive jurisdiction with respect to any disputes arising out of this Agreement.

The following is added to Section 10:

Although Arcserve specifies that there are no warranties, Licensee may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods or services which Arcserve supplies, if Licensee acquires the goods and services for the purposes of a business as defined in that Act. Where the Product is not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

The following is added to Section 12:

Arcserve's rights under this Section shall also apply if any resolution is passed or proceedings are commenced for the liquidation or winding up of Licensee.

Norway

The third paragraph of the Preamble is deleted and replaced with:

By installing, copying or using the product or by selecting the "I accept the terms of the License Agreement" radio button below, and then clicking on the "Next" button, you are:

(I) Representing that you are not a minor and have full legal capacity and have the authority to bind yourself and your employer, as applicable, to the terms of this Agreement;

(II) Consenting on behalf of yourself and/or as an authorized representative.

The following is added to the last paragraph of the Preamble:

In the event that you select the "I do NOT accept the terms of the License Agreement" radio button below, and then click on the "Cancel" button, the installation shall cease. You should delete all copies of the Product from your computer systems and return, by registered first class post, the Product, complete with box and any documentation, to Arcserve or the authorized reseller from whom you purchased the Product with your proof of purchase within thirty (30) days of the date of purchase. You will promptly be issued a full refund of any license fees paid for the Product and, if applicable,

maintenance fees paid. If requested at the time of return and provided that receipts of costs incurred are provided, Arcserve or the authorized reseller shall also refund to you any postage costs you incurred in returning the Product.

The second to last sentence of the first paragraph of Section 2 is deleted and replaced with:

Beta products are provided on an "as is" basis, without warranties or representations of any kind, either express or implied including, without limitation, any warranties, conditions or representations of merchantability or satisfactory quality and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.

The last sentence of Section 3 is deleted and replaced with:

Licensee's use of the product during the trial period is on an "as is" basis without any warranty, and Arcserve disclaims all warranties including, without limitation, any implied warranties or conditions of merchantability or satisfactory quality and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.

The seventh sentence of Section 8 is deleted and replaced with:

Licensee may not:

(I) Disclose, de-compile, disassemble nor otherwise reverse engineer the Product save to the extent expressly permitted by law;

(II) Create any derivative works based on the Product;

(III) Use the Product in connection with a service bureau or like activity whereby Licensee, without purchasing a license from Arcserve for such purpose, operates or uses the Product for the benefit of a third party who has not purchased a copy of the Product;

(IV) Permit the use of the Product by any third party without the prior written consent of Arcserve, save for contract staff of the Licensee who are acting on the Licensee's business, not engaged in facilities management and who the Licensee agrees as a condition of this Agreement to ensure that such contract staff shall comply with all the terms of this Agreement, including without limitation, confidentiality provisions.

Section 10.(A) is deleted and replaced with:

No other warranties, whether express or implied, including, without limitation, any implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose, are made by Arcserve.

The following is added at the end of Section 10:

The foregoing exclusions and limitations upon liability shall not apply to any liability for damages arising from:

a. Tangible property damage to the extent that such is due to the negligence of an employee or authorized agent of Arcserve, in which event Arcserve's maximum liability shall be limited to $1,000,000 for each event or series of events.

b. Death or personal injury caused by the negligence of an employee or authorized agent of Arcserve.

c. Willful misconduct or gross negligence of Arcserve.

Peru

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Peru. Any dispute hereunder shall be determined by the Tribunales Ordinarios de La Cuidad de Lima.

Philippines

The first seven sentences of Section 8 are deleted and replaced with:

Title to the Product and all modifications thereto shall remain with Arcserve. The Product is a trade secret and the proprietary property of Arcserve or its licensors. Usage rights respecting the Product may not be exchanged for any other Arcserve product. Licensee and its employees will keep the Product and the terms of this Agreement strictly confidential. To the maximum extent permitted by applicable law, Licensee will not disclose, de-compile, disassemble nor otherwise reverse engineer the Product.

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of the Philippines. The courts of Makati City will have sole and exclusive jurisdiction with respect to any disputes arising out of this Agreement.

Section 12 is deleted and replaced with:

If Licensee breaches any term of this Agreement or if Licensee becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against Licensee, Arcserve shall have the right to withhold its own performance hereunder and/or to terminate this Agreement immediately upon notice and, in

addition to all other rights of Arcserve, all amounts due or to become due hereunder will immediately be due and payable to Arcserve.

Poland

If payments are to be made in PLN, the last sentence of Section 6 is replaced as follows:

Any invoice which is unpaid by Licensee when due shall be subject to an interest charge equal to the lower of 1.5% per month or the statutory delay interest rate then applicable in Poland.

The last sentence of Section 8 is deleted and replaced with:

The laws of Poland govern this Agreement.

Section 12 is deleted and replaced with:

If Licensee breaches any term of this Agreement or if Licensee becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against Licensee, Arcserve shall have the right to withhold its own performance hereunder and/or, to the extent permitted by the applicable law, to terminate this Agreement immediately and, in addition to all other rights of Arcserve, all amounts due or to become due hereunder will immediately be due and payable to Arcserve.

Portugal

The last sentence of Section 8 is deleted and replaced with:

Any dispute hereunder shall finally be determined by Lisbon Courts.

Singapore

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Singapore. The courts of Singapore will have sole and exclusive jurisdiction with respect to any disputes arising out of this Agreement.

The following is added to the end if Section 9:

To the full extent permitted by applicable law, Arcserve disclaims all implied conditions or warranties of satisfactory quality or fitness for purpose.

The following is added at the end of Section 10:

The limitation of liability set forth in this Section above will not apply to any breach of Arcserve's obligations implied by Section 12 of the Sales of Goods Act (Cap 393). In addition, if you are a consumer, the limitation of liability will not apply to any breach of Arcserve's obligations implied by Sections 13, 14 or 15 of the Sale of Goods Act (Cap 393).

Sweden

The third paragraph of the Preamble is deleted and replaced with:

By installing, copying or using the product or by selecting the "I accept the terms of the License Agreement" radio button below, and then clicking on the "Next" button, you are:

(I) Representing that you are not a minor and have full legal capacity and have the authority to bind yourself and your employer, as applicable, to the terms of this Agreement;

(II) Consenting on behalf of yourself and/or as an authorized representative.

The following is added to the last paragraph of the Preamble:

In the event that you select the "I do NOT accept the terms of the License Agreement" radio button below, and then click on the "Cancel" button, the installation shall cease. You should delete all copies of the Product from your computer systems and return, by registered first class post, the Product, complete with box and any documentation, to Arcserve or the authorized reseller from whom you purchased the Product with your proof of purchase within thirty (30) days of the date of purchase. You will promptly be issued a full refund of any license fees paid for the Product and, if applicable, maintenance fees paid. If requested at the time of return and provided that receipts of costs incurred are provided, Arcserve or the authorized reseller shall also refund to you any postage costs you incurred in returning the Product.

The second to last sentence of the first paragraph of Section 2 is deleted and replaced with:

Beta products are provided on an "as is" basis, without warranties or representations of any kind, either express or implied including, without limitation, any warranties, conditions or representations of merchantability or satisfactory quality and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.

The last sentence of Section 3 is deleted and replaced with:

Licensee's use of the product during the trial period is on an "as is" basis without any warranty, and Arcserve disclaims all warranties including, without limitation, any implied warranties or conditions of merchantability or satisfactory quality and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.

The seventh sentence of Section 8 is deleted and replaced with:

Licensee may not:

(I) Disclose, de-compile, disassemble nor otherwise reverse engineer the Product save to the extent expressly permitted by law;

(II) Create any derivative works based on the Product;

(III) Use the Product in connection with a service bureau or like activity whereby Licensee, without purchasing a license from Arcserve for that purpose, operates or uses the Product for the benefit of a third party who has not purchased a copy of the Product;

(IV) Permit the use of the Product by any third party without the prior written consent of Arcserve, save for contract staff of the Licensee who are acting on the Licensee's business, not engaged in facilities management and who the Licensee agrees as condition of this Agreement to ensure that such staff shall comply with all the terms of this Agreement, including without limitation, confidentiality provisions.

Section 10.(A) is deleted and replaced with:

No other warranties, whether express or implied, including, without limitation, any implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose, are made by Arcserve.

The following is added at the end of Section 10:

The foregoing exclusions and limitations upon liability shall not apply to any liability for damages arising from:

a. Tangible property damage to the extent that such is due to the negligence of an employee or authorized agent of Arcserve, in which event Arcserve's maximum liability shall be limited to $1,000,000 for each event or series of events;

b. Death or personal injury caused by the negligence of an employee or authorized agent of Arcserve;

c. Willful misconduct or gross negligence of Arcserve.

Switzerland

The following is added at the end of Section 1:

The place of performance of any duties of Arcserve under this Agreement is Islandia, New York.

The last sentence of Section 8 is deleted and replaced with:

Any dispute hereunder shall be determined by a court of competent jurisdiction within the state of New York, U. S. A.

Taiwan

The second sentence of Section 6 is deleted and replaced with:

All fees are inclusive of VAT.

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Taiwan, without regard to its choice of law provisions. Any dispute hereunder shall be determined by Taipei District Court.

Thailand

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Thailand. The courts of Thailand will have sole and exclusive jurisdiction with respect to any disputes arising out of this Agreement.

Turkey

The following is added at the end of Section 8:

Licensee undertakes to keep all information of trade secret nature strictly private and confidential, and to use all necessary measures and its best efforts in order to assure and maintain the confidentiality thereof and to prevent and protect it, or any part thereof, from disclosure to any third person. Furthermore, Licensee hereby expressly undertakes:

(I) Not to use a Arcserve trade secret directly or indirectly in any respect or for whatever reason on its own behalf or on behalf of any third party or allow it to be used for any other purpose except as expressly permitted by Arcserve;

(II) Not to disclose, de-compile, disassemble nor otherwise reverse engineer the Product and to avoid such a disclosure in whatever form;

(III) Not to copy or permit the others to copy without Arcserve's prior written consent.

Licensee acknowledges that in the event of a breach of any one of the obligations imposed upon it under this Section, Arcserve might suffer significant damage, notwithstanding the return of all copies of the Product, arising out of the fact that it has breached the aforesaid obligations. Consequently, Licensee undertakes to indemnify Arcserve in full against any such damage.

Licensee acknowledges that Arcserve has the right to prevent any threat to confidentiality or restrain ongoing infringement or breach of confidentiality by Licensee through legal proceedings and in case an order is obtained against Licensee for breach, Licensee shall reimburse Arcserve's juridical costs and expenses including the attorney fees.

The following is added at the end of Section 9:

In the event that Arcserve is rendered unable, wholly or in part, to perform or implement any of its warranties herein set forth, by force majeure which includes governmental controls or orders of the government of Turkey, acts of God, wars, commotion or riot, epidemics, strikes, lockouts and any other events or forces beyond its reasonable control, it shall be relieved from such warranties and shall not be held liable for the non-fulfillment and/or suspended implementation thereof, as long as and to the extent that the effect of such events or forces remains unabated.

The following is added at the end of the second sentence of Section 10:

EXCEPT THAT MAY ARISE FROM Arcserve'S WILFUL FAULT OR NEGLIGENCE.

United Kingdom

The third paragraph of the Preamble is deleted and replaced with:

By installing, copying or using the product or by selecting the "I accept the terms of the License Agreement" radio button below, and then clicking on the "Next" button , you are:

(I) Representing that you are not a minor and have full legal capacity and have the authority to bind yourself and your employer, as applicable, to the terms of this Agreement;

(II) Consenting on behalf of yourself and/or as an authorized representative.

The following is added to the last paragraph of the Preamble:

In the event that you select the "I do NOT accept the terms of the License Agreement, and then click on the "Cancel" button, the installation shall cease. You should delete all copies of the Product from your computer systems and return, by registered first class post, the Product, complete with box and any documentation, to Arcserve or the authorized reseller from whom you purchased the Product with your proof of purchase within thirty (30) days of the date of purchase. You will promptly be issued a full refund of any license fees paid for the Product and, if applicable, maintenance fees paid. If requested at the time of return and provided that receipts of costs incurred are provided, Arcserve or the authorized reseller shall also refund to you any postage costs you incurred in returning the Product.

The second to last sentence of the first paragraph of Section 2 is deleted and replaced with:

Beta products are provided on an "as is" basis, without warranties or representations of any kind, either express or implied including, without limitation, any warranties, conditions or representations of merchantability or satisfactory quality and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.

The last sentence of Section 3 is deleted and replaced with:

Licensee's use of the product during the trial period is on an "as is" basis without any warranty, and Arcserve disclaims all warranties including, without limitation, any implied warranties or conditions of merchantability or satisfactory quality and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.

The seventh sentence of Section 8 is deleted and replaced with:

Licensee may not:

(I) Disclose, de-compile, disassemble nor otherwise reverse engineer the Product save to the extent expressly permitted by law;

(II) Create any derivative works based on the Product;

(III) Use the Product in connection with a service bureau or like activity whereby Licensee, without purchasing a license from Arcserve for that purpose, operates or uses the Product for the benefit of a third party who has not purchased a copy of the Product;

(IV) Permit the use of the Product by any third party without the prior written consent of Arcserve, save for contract staff of the Licensee who are acting on the Licensee's business, not engaged in facilities management and who the Licensee agrees as a condition of this Agreement to ensure that such contract staff shall comply with all the terms of this Agreement, including without limitation, confidentiality provisions.

The last sentence of Section 8 is deleted and replaced with:

All disputes relating to this Agreement will be governed by the laws of England and Wales and will be submitted to the exclusive jurisdiction of the English courts.

Section 10.(A) is deleted and replaced with:

No other warranties, whether express or implied, including, without limitation, any implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose, are made by Arcserve.

The following is added at the end of Section 10:

The foregoing exclusions and limitations upon liability shall not apply to any liability for damages arising from:

a. Tangible property damage to the extent that such is due to the negligence of an employee or authorized agent of Arcserve, in which event Arcserve's maximum liability shall be limited to $1,000,000 for each event or series of events;

b. Death or personal injury caused by the negligence of an employee or authorized agent of Arcserve;

c. Willful misconduct or gross negligence of Arcserve.

Venezuela

The last sentence of Section 8 is deleted and replaced with:

This Agreement shall be governed by and interpreted in accordance with the laws of Venezuela. Any dispute hereunder shall be determined by the Tribunales Ordinarios de la Cuidad de Caracas.

16. If the Product contains third party software, and the licensor requires the incorporation of specific license terms and conditions for such software into this Agreement, those specific terms and conditions, which are hereby incorporated by this reference, are located below this Agreement.

Licensee acknowledges that this license has been read and understood and by selecting the ["I accept the terms of the License Agreement "] radio button, licensee accepts its terms and conditions. Licensee also agrees that this license (including any order form referencing this Agreement and any terms relating to third party software which are set forth below this Agreement) constitutes the complete Agreement

between the parties regarding this subject matter and that it supersedes any information licensee has received relating to the subject matter of this Agreement, except that this Agreement (excluding the third party terms below) will be superseded by any written Agreement, executed by both licensee and Arcserve, granting licensee a license to use the product. This Agreement may only be amended by a written Agreement signed by authorized representatives of both parties.

Select the ["I accept the terms of the License Agreement"] radio button, and then click on the "Next" button to accept the terms and conditions of this Agreement as set forth above and proceed with the installation process.

Select the ["I do NOT accept the terms of the License Agreement"] radio button and then click on the "Cancel" button to halt the installation process.

==

GWT 2.4

GOOGLE WEB TOOLKIT LICENSE INFORMATION

March 3, 2008

The Google Web Toolkit software and sample code developed by Google is

licensed under the Apache License, v. 2.0. Other software included in this

distribution is provided under other licenses, as listed in the Included

Software and Licenses section at the bottom of this page. Source code for

software included in this distribution is available from the Google Web

Toolkit project or as otherwise indicated at the bottom of this page.

Please note that the executable version of the Google Web Toolkit

distributed by Google will communicate with Google's servers to check for

available updates. If updates are available, you will receive the option to

install them.

=====

Apache License

Version 2.0, January 2004

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

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.

===

LICENSE INFORMATION REGARDING BUNDLED THIRD-PARTY SOFTWARE

The following third party software is distributed with Google Web

Toolkit and is provided under other licenses and/or has source

available from other locations. Where "gwt-dev.jar" is listed,

substitute in the name of the jar corresponding to your platform,

e.g. "gwt-dev-linux.jar".

* Apache Tomcat

License: Apache License v. 2.0 (above)

Source code availability: http://tomcat.apache.org

  modifications are at org/apache/tomcat/ within gwt-dev.jar

* Apache Tapestry

 License: Apache License v. 2.0 (above)

 Source code availability: http://tapestry.apache.org

* ASM 3.1

 License: (custom)

  http://asm.objectweb.org/license.html

 Source code availability: com/google/gwt/dev/asm/ within gwt-dev.jar

* Browser Detect v2.1.6

 License: Creative Commons Attribution 1.0

  http://creativecommons.org/licenses/by/1.0/

 Source code availability:

  http://google-web-toolkit.googlecode.com/svn/trunk/tools/benchmark-viewer/src/com/google/gwt/benchmarks/viewer/client/BrowserInfo.java

  (transliterated into Java source)

* Eclipse Java Development Tools (JDT)

 License: Eclipse Public License v. 1.0

  http://www.eclipse.org/legal/epl-v10.html

 Source code availability:

  http://archive.eclipse.org/eclipse/downloads/drops/R-3.3.1-200709211145/download.php?dropFile=eclipse-JDT-SDK-3.3.1.zip

* Eclipse Standard Widget Toolkit (SWT)

License: Eclipse Public License v. 1.0

  http://www.eclipse.org/legal/epl-v10.html

 Source code availability:

  Linux: http://download.eclipse.org/eclipse/downloads/drops/R-3.2.1-200609210945/download.php?dropFile=swt-3.2.1-gtk-linux-x86.zip

  Windows: http://download.eclipse.org/eclipse/downloads/drops/R-3.2.1-200609210945/download.php?dropFile=swt-3.2.1-win32-win32-x86.zip

  Mac: http://download.eclipse.org/eclipse/downloads/drops/R-3.2.1-200609210945/download.php?dropFile=swt-3.2.1-carbon-macosx.zip

  modifications are at org/eclipse/swt/ within gwt-dev.jar

* Jetty

 License: Apache License v. 2.0 (above)

 Source code availability:

  http://mortbay.org/jetty/

* JFreeChart

 License: GNU Lesser General Public License v. 2.1

  http://www.gnu.org/licenses/lgpl.html

 Source code availability:

  http://jfree.org/jfreechart/download.html

* Mozilla Rhino

 License: Mozilla Public License v. 1.1

  http://www.mozilla.org/MPL/MPL-1.1.txt

 Source code availability: com/google/gwt/dev/js/rhino/ within gwt-dev.jar

* Mozilla 1.7.12 (Linux only)

 License: Mozilla Public License v. 1.1

  http://www.mozilla.org/MPL/MPL-1.1.txt

Source code availability:

http://developer.mozilla.org/en/docs/Download_Mozilla_Source_Code

* Protobuf

License: New BSD License

http://www.opensource.org/licenses/bsd-license.php

Source code availablility:

http://code.google.com/p/protobuf/source/checkout

Binary modifications consist of package-rebasing. The rebased classes are rooted at com/google/gwt/dev/protobuf/ within gwt-dev.jar

==

Oracle (formerly Sun) JRE 1.7.0_55

JRE v1.7

This Product is distributed with JRE v.1.7. Although the Arcserve product does not use the Commerical Features, Oracle requires the following: Use of the Commercial Features of the JRE for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Software documentation accessible at
http://www.oracle.com/technetwork/java/javase/documentation/index.html

==

Oracle (formerly Sun) JRE v1.8 update 45

This Product is distributed with JRE v.1.8. Although the Arcserve product does not use the Commerical Features, Oracle requires the following: Use of the Commercial Features of the JRE for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Software documentation accessible at
http://www.oracle.com/technetwork/java/javase/documentation/index.html

==

VMware Virtual Disk Development Kit

VMware VDDK. This Arcserve product contains certain VDDK technology licensed by Arcserve from VMware, Inc. and its licensors (the 'VDDK Software'). The VDDK Software contains certain third party information and terms which identifies various third-party components that may be used with the VDDK Software and sets out certain notices, attributions and/or terms that VMware is required to provide to you by the third party licensors of those components. Such information is provided in the file open_source_license_VMware_Virtual_Disk_Development_Kit_5.5.1txt, which accompanies the VDDK Software. In addition, Arcserve makes the source code of certain of these third party components available under their respective open source licenses, available upon request.

==

Axis 1.4

  ==

  == NOTICE file corresponding to section 4(d) of the Apache License,   ==

  == Version 2.0, in this case for the Apache Axis distribution.   ==

  ==

  This product includes software developed by

  The Apache Software Foundation (http://www.apache.org/).

==

Quartz 1.6.5

                         Apache License

                Version 2.0, January 2004

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

 TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or

Object form, made available under the License, as indicated by a

copyright notice that is included in or attached to the work

(an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object

form, that is based on (or derived from) the Work and for which the

editorial revisions, annotations, elaborations, or other modifications

represent, as a whole, an original work of authorship. For the purposes

of this License, Derivative Works shall not include works that remain

separable from, or merely link (or bind by name) to the interfaces of,

the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including

the original version of the Work and any modifications or additions

to that Work or Derivative Works thereof, that is intentionally

submitted to Licensor for inclusion in the Work by the copyright owner

or by an individual or Legal Entity authorized to submit on behalf of

the copyright owner. For the purposes of this definition, "submitted"

means any form of electronic, verbal, or written communication sent

to the Licensor or its representatives, including but not limited to

communication on electronic mailing lists, source code control systems,

and issue tracking systems that are managed by, or on behalf of, the

Licensor for the purpose of discussing and improving the Work, but

excluding communication that is conspicuously marked or otherwise

designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity

on behalf of whom a Contribution has been received by Licensor and

subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

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

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

(a) You must give any other recipients of the Work or

Derivative Works a copy of this License; and

(b) You must cause any modified files to carry prominent notices

stating that You changed the files; and

(c) You must retain, in the Source form of any Derivative Works

that You distribute, all copyright, patent, trademark, and

attribution notices from the Source form of the Work,

excluding those notices that do not pertain to any part of

the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its

distribution, then any Derivative Works that You distribute must

include a readable copy of the attribution notices contained

within such NOTICE file, excluding those notices that do not

pertain to any part of the Derivative Works, in at least one

of the following places: within a NOTICE text file distributed

as part of the Derivative Works; within the Source form or

documentation, if provided along with the Derivative Works; or,

within a display generated by the Derivative Works, if and

wherever such third-party notices normally appear. The contents

of the NOTICE file are for informational purposes only and

do not modify the License. You may add Your own attribution

notices within Derivative Works that You distribute, alongside

or as an addendum to the NOTICE text from the Work, provided

that such additional attribution notices cannot be construed

as modifying the License.

You may add Your own copyright statement to Your modifications and

may provide additional or different license terms and conditions

for use, reproduction, or distribution of Your modifications, or

for any such Derivative Works as a whole, provided Your use,

reproduction, and distribution of the Work otherwise complies with

the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise,

any Contribution intentionally submitted for inclusion in the Work

by You to the Licensor shall be under the terms and conditions of

this License, without any additional terms or conditions.

Notwithstanding the above, nothing herein shall supersede or modify

the terms of any separate license agreement you may have executed

with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade

names, trademarks, service marks, or product names of the Licensor,

except as required for reasonable and customary use in describing the

origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or

agreed to in writing, Licensor provides the Work (and each

Contributor provides its Contributions) on an "AS IS" BASIS,

WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or

implied, including, without limitation, any warranties or conditions

of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A

PARTICULAR PURPOSE. You are solely responsible for determining the

appropriateness of using or redistributing the Work and assume any

risks associated with Your exercise of permissions under this License.

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

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

END OF TERMS AND CONDITIONS

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

===

AWS SDK for Java 1.3

AWS SDK for Java

This product includes software developed by

Amazon Technologies, Inc (http://www.amazon.com/).

****

THIRD PARTY COMPONENTS

****

This software includes third party software subject to the following copyrights:

- XML parsing and utility functions from JetS3t - Copyright 2006-2009 James Murty.

- JSON parsing and utility functions from JSON.org - Copyright 2002 JSON.org.

The licenses for these third party components are included in LICENSE.txt

==

ATL Server Library and Tools 9.0.70425 Alpha

Microsoft Limited Permissive License (Ms-LPL)

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

1. Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.

A "contribution" is the original software, or any additions or changes to the software.

A "contributor" is any person that distributes its contribution under this license.

 "Licensed patents" are a contributor's patent claims that read directly on its contribution.

2. Grant of Rights

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to

reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

3. Conditions and Limitations

 (A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(F) Platform Limitation- The licenses granted in sections 2(A) & 2(B) extend only to the software or derivative works that you create that run on a Microsoft Windows operating system product.

==

BusyBox 1.19.4

This product is distributed with BusyBox 1.19.4 (the "Third Party Software", the use of which is governed by the following terms:

The Third Party Software is open source software that is provided with this Arcserve software program (the "Arcserve Product"). The Third Party Software is not owned by Arcserve, Inc. (Arcserve). Use,

copying, distribution and modification of the Third Party Software is governed by the GNU General Public License (GPL) version 2.0. A copy of the GPL license can be found in the same directory where the Third Party Software is located. Additionally, a copy of the GPL license can be found at http://www.opensource.org/licenses/gpl-2.0.php or write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA. Arcserve makes the source code for the Third Party Software available at http://opensrcd.ca.com/ips/08502_23/. Use of the Arcserve Product is governed solely by the Arcserve license agreement (EULA), not by the GPL license. You cannot use, copy, modify or redistribute any Arcserve Product code except as may be expressly set forth in the EULA. The Third Party Software is provided AS IS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further details of the disclaimer of warranty with respect to the Third Party Software can be found in the GPL license itself. To the full extent permitted under applicable law, Arcserve disclaims all warranties and liability arising from or related to any use of the Third Party Software.

==

jackson 1.9.2

This product currently only contains code developed by authors

of specific components, as identified by the source code files;

if such notes are missing files have been created by

Tatu Saloranta.

For additional credits (generally to people who reported problems)

see CREDITS file.

This copy of Jackson JSON processor is licensed under the

Apache (Software) License, version 2.0 ("the License").

See the License for details about distribution rights, and the

specific rights regarding derivate works.

You may obtain a copy of the License at:

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

A copy is also included with both the the downloadable source code package

and jar that contains class bytecodes, as file "ASL 2.0". In both cases,

that file should be located next to this file: in source distribution

the location should be "release-notes/asl"; and in jar "META-INF/"

==

lzjb 2009.06

lzjb 2009.06 (the Third Party Software) was obtained under the CDDL v.1.0 license, the terms and conditions of which are set forth below. The Third Party Software is distributed by Arcserve for use with this Arcserve product in unmodified, object code form, under the Arcserve End User License Agreement. Any provisions in the Arcserve End User License Agreement that differ from the CDDL are offered by Arcserve alone and not by any other party. Arcserve makes the source code for the Third Party Software available at http://opensrcd.ca.com/ips/06747_3/ under the terms of the CDDL v.1.0. license:

OpenSolaris License

Edit

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 recipient's 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-INFRINGING. 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. If You assert a patent infringement claim against Participant alleging that the Participant Software directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

6.4. 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 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 jurisdiction's 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.

==

SQLite 3.7.17

This product is distributed with content from SQLite 3.7.17, the use of which is governed by the following terms:

SQLite Copyright

SQLite is in the Public Domain. All of the code and documentation in SQLite has been dedicated to the public domain by the authors. All code authors, and representatives of the companies they work for, have signed affidavits dedicating their contributions to the public domain and originals of those signed affidavits are stored in a firesafe at the main offices of Hwaci. Anyone is free to copy, modify, publish, use, compile, sell, or distribute the original SQLite code, either in source code form or as a compiled binary, for any purpose, commercial or non-commercial, and by any means.

The previous paragraph applies to the deliverable code and documentation in SQLite - those parts of the SQLite library that you actually bundle and ship with a larger application. Some scripts used as part of the build process (for example the "configure" scripts generated by autoconf) might fall under other open-source licenses. Nothing from these build scripts ever reaches the final deliverable SQLite library, however, and so the licenses associated with those scripts should not be a factor in assessing your rights to copy and use the SQLite library.

All of the deliverable code in SQLite has been written from scratch. No code has been taken from other projects or from the open internet. Every line of code can be traced back to its original author, and all of those authors have public domain dedications on file. So the SQLite code base is clean and is uncontaminated with licensed code from other projects.

Obtaining An Explicit License To Use SQLite

Even though SQLite is in the public domain and does not require a license, some users want to obtain a license anyway. Some reasons for obtaining a license include:

You are using SQLite in a jurisdiction that does not recognize the public domain. You are using SQLite in a jurisdiction that does not recognize the right of an author to dedicate their work to the public domain. You want to hold a tangible legal document as evidence that you have the legal right to use and distribute SQLite. Your legal department tells you that you have to purchase a license. If you feel like you really have to purchase a license for SQLite, Hwaci, the company that employs the architect and principal developers of SQLite, will sell you one.

Contributed Code

In order to keep SQLite completely free and unencumbered by copyright, all new contributors to the SQLite code base are asked to dedicate their contributions to the public domain. If you want to send a patch or enhancement for possible inclusion in the SQLite source tree, please accompany the patch with the following statement:

The author or authors of this code dedicate any and all copyright interest in this code to the public domain. We make this dedication for the benefit of the public at large and to the detriment of our heirs and successors. We intend this dedication to be an overt act of relinquishment in perpetuity of all present and future rights to this code under copyright law. We are not able to accept patches or changes to SQLite that are not accompanied by a statement such as the above. In addition, if you make changes or enhancements as an employee, then a simple statement such as the above is insufficient. You must also send by surface mail a copyright release signed by a company officer. A signed original of the copyright release should be mailed to:

Hwaci

6200 Maple Cove Lane

Charlotte, NC 28269

USA

A template copyright release is available in PDF or HTML. You can use this release to make future changes.

==

Windows Azure SDK for Java 2.0

MICROSOFT OPEN TECHNOLOGIES, INC. COMMUNITY TECHNOLOGY PREVIEW (PRE-RELEASE)
SOFTWARE LICENSE TERMS

PACKAGE FOR WINDOWS AZURE LIBRARIES FOR JAVA (BY MICROSOFT OPEN TECHNOLOGIES, INC.)

These license terms are an agreement between Microsoft Open Technologies, Inc. ("MICROSOFT OPEN
TECH") 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 Open Tech

- 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.

a.   Installation and Use.

•   You may install and use any number of copies of the software on your premises to design,
develop and test your programs for use with the software.

b.   Included Microsoft Programs. The software contains certain other Microsoft programs. These
license terms apply to your use of those programs.

c.   Third Party Programs. The software contains third party programs. These license terms apply to your use of those programs, unless otherwise stated in the text file entitled thirdpartynotices.txt included with this package.

2.   ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a.   Distributable Code. The software is "Distributable Code" that you are permitted to distribute in programs you develop if you comply with the terms below.

i.   Right to Use and Distribute. You are permitted to distribute the software in programs you develop if you comply with the terms below:

•   You may copy and distribute the object code form of the software ("Distributable Code") in programs you develop. You may not modify the software.

•   You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

ii.   Distribution Requirements. For any Distributable Code you distribute, you must

•   add significant primary functionality to it in your programs;

•   require distributors and external end users to agree to terms that protect it at least as much as this agreement;

•   display your valid copyright notice on your programs; and

•   indemnify, defend, and hold harmless Microsoft Open Tech from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii.   Distribution Restrictions. You may not

•   alter any copyright, trademark or patent notice in the Distributable Code;

•   use Microsoft Open Tech's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft Open Tech or its corporate affiliates;

•   include Distributable Code in malicious, deceptive or unlawful programs; or

•   modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that

•   the code be disclosed or distributed in source code form; or

- others have the right to modify it.

3. PRE-RELEASE SOFTWARE. This software is a pre-release version. It may not work the way a final version of the software will. We may change it for the final version. We also may not release a final or other subsequent version.

4. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft Open Tech 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

- transfer the software or this agreement to any third party.

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

6. SUPPORT SERVICES. Because this software is "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 OPEN TECH GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT OPEN TECH EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

FOR AUSTRALIA – YOU HAVE STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW AND NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS.

11.   LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT OPEN TECH 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 Open Tech 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, these license terms are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, les termes de cette licence sont fournis 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 Open Tech 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 Open Tech 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 Open Tech 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.

===

Third Party Notices for Package for Windows Azure Libraries for Java from Microsoft Open Technologies, Inc.

This package is based on or incorporates material from the projects listed below (collectively, "Third Party Code"). Microsoft Open Technologies, Inc., is not the original author of the Third Party Code. The original copyright notices for the Third Party Code, and the licenses under which Microsoft Open Technologies, Inc., received Third Party Code, are reproduced below. These notices and licenses are provided for informational purposes only. Microsoft Open Technologies, Inc. not the third party, licenses the Third Party Code to you, and does so under the terms set forth in the license terms for the Package for Windows Azure Libraries, except that source code included in this package for all Third Party Code that was originally released under the Common Development and Distribution License, ver. 1.0 (the "CDDL") is licensed to you under under the CDDL. Microsoft Open Technologies, Inc., reserves all rights not expressly granted under the license terms for the Package for Windows Azure Libraries (or the CDDL, to the extent applicable), and does not grant any other rights, whether by implication, estoppel or otherwise.

The files listed below were originally released under the Common Developement and Distribution License (CDDL) Version 1.0:

1. jersey-client

Copyright (c) 2010-2011 Oracle and/or its affiliates. All rights reserved.

http://jersey.java.net/

2. jersey-json

Copyright (c) 2010-2012 Oracle and/or its affiliates. All rights reserved.

http://jersey.java.net/

3. javax.mail

Copyright 1997-2011 Oracle and/or its affiliates. All rights reserved.

http://glassfish.java.net/javaee5/mail/

4. JavaBeans Activation Framework

Copyright 1997-2005 Sun Microsystems, Inc. All Rights Reserved.

http://www.oracle.com/technetwork/java/javase/downloads/index-135046.html

5. Java Architecture for XML Binding (JAXB)

http://www.oracle.com/technetwork/articles/javase/index-140168.html

Copyright 2004 Sun Microsystems, Inc. All rights reserved.

6. Jersey Core

Copyright (c) 2010-2011 Oracle and/or its affiliates. All rights reserved.

http://jersey.java.net/

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 recipient's 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-INFRINGING. 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 jurisdiction's 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.

*********************End CDDL*************************

The files listed below were originally released under the Apache License 2.0

1. Javax.Inject

http://code.google.com/p/atinject/

Copyright (C) 2009 The JSR-330 Expert Group

2. Apache Commons Lang

Copyright 2001-2011 The Apache Software Foundation

This product includes software developed by

The Apache Software Foundation (http://www.apache.org/).

This product includes software from the Spring Framework,

under the Apache License 2.0 (see: StringUtils.containsWhitespace())

3. Jettison

http://jettison.codehaus.org/

Copyright 2006 Envoi Solutions LLC

Includes JSON

Copyright (c) 2002 JSON.org

4.Jackson-core-asl 1.9.2

Jackson-jaxrs 1.9.2

Jackson-mapper-asl-1.9.2

Jackson-xc 1.9.2

Copyright (c) 2007- Tatu Saloranta, tatu.saloranta@iki.fi

5. Apache Commons Logging 1.1.1

Copyright 2003-2007 The Apache Software Foundation

This product includes software developed by

The Apache Software Foundation (http://www.apache.org/).

6. The Streaming API for XML (StAX)

http://stax.codehaus.org/

Copyright (c) 2003 by BEA Systems.

Apache License 2.0

Provided for informational purposes only.

/* ==
 * Copyright (c) 1995-1999 The Apache Group. All rights reserved.
 *
 * Redistribution and use in source and binary forms, with or without

* modification, are permitted provided that the following conditions

* are met:

*

* 1. Redistributions of source code must retain the above copyright

*   notice, this list of conditions and the following disclaimer.

*

* 2. Redistributions in binary form must reproduce the above copyright

*   notice, this list of conditions and the following disclaimer in

*   the documentation and/or other materials provided with the

*   distribution.

*

* 3. All advertising materials mentioning features or use of this

*   software must display the following acknowledgment:

*   "This product includes software developed by the Apache Group

*   for use in the Apache HTTP server project (http://www.apache.org/)."

*

* 4. The names "Apache Server" and "Apache Group" must not be used to

*   endorse or promote products derived from this software without

*   prior written permission. For written permission, please contact

*   apache@apache.org.

*

* 5. Products derived from this software may not be called "Apache"

*   nor may "Apache" appear in their names without prior written

*   permission of the Apache Group.

*

* 6. Redistributions of any form whatsoever must retain the following

*   acknowledgment:

*   "This product includes software developed by the Apache Group

*   for use in the Apache HTTP server project (http://www.apache.org/)."

==

FusionCharts Free 2.2

This product includes FusionCharts Free 2.2. Arcserve distributes FusionCharts Free 2.2 under the MIT License, as follows, and not the GNU General Public License Version 3:

FusionCharts Free License Agreement

FusionCharts Free is dual licensed under the MIT (X11) and GNU GPL licenses. You can choose the license that best suits your project, and use it accordingly in both your commercial or personal projects.

Open Source Initiative OSI - The MIT License:Licensing

[OSI Approved License]

The MIT License

Copyright (c) <year> <copyright holders>

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

GNU GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

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

Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, 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 them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement

a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

   * a) The work must carry prominent notices stating that you modified it, and giving a relevant date.

   * b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".

   * c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.

* d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

* a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.

* b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

* c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

* d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

* e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

   * a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or

   * b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or

   * c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or

   * d) Limiting the use for publicity purposes of names of licensors or authors of the material; or

   * e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or

   * f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is

governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to

receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

11. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others' Freedom.

If 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 convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU 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 Program specifies that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "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 PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM 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 PROGRAM (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 PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively state the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

Also add information on how to contact you by electronic and paper mail.

If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

<program> Copyright (C) <year> <name of author>

This program comes with ABSOLUTELY NO WARRANTY; for details type `show w'.

This is free software, and you are welcome to redistribute it

under certain conditions; type `show c' for details.

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an "about box".

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary. For more information on this, and how to apply and follow the GNU GPL, see <http://www.gnu.org/licenses/>.

The GNU General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License. But first, please read <http://www.gnu.org/philosophy/why-not-lgpl.html>.

==

SQLite-JDBC 3.7.15

This product is distributed with content from SQLite-JDBC, the use of which is governed by the following terms:

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

that You distribute, all copyright,

attribution notices from the Source

excluding those notices that do not

the Derivative Works; and

of any Derivative Works

patent, trademark, and

form of the Work,

pertain to any part of

(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,

==

Commons Codec 1.4

Apache Commons Codec

Copyright 2002-2009 The Apache Software Foundation

This product includes software developed by

The Apache Software Foundation (http://www.apache.org/).

----

src/test/org/apache/commons/codec/language/DoubleMetaphoneTest.java contains

test data from http://aspell.sourceforge.net/test/batch0.tab.

==

Commons Collections 3.2.1

Apache Commons Collections

Copyright 2001-2008 The Apache Software Foundation

This product includes software developed by

The Apache Software Foundation (http://www.apache.org/).

==

Commons Logging 1.1.1

Apache Commons Logging

Copyright 2003-2007 The Apache Software Foundation

This product includes software developed by

The Apache Software Foundation (http://www.apache.org/).

==

commons-dbcp-1.4.jar

Apache Commons DBCP

Copyright 2001-2010 The Apache Software Foundation

This product includes software developed by

The Apache Software Foundation (http://www.apache.org/).

==

commons-pool-1.5.4.jar

Apache Commons Pool

Copyright 1999-2009 The Apache Software Foundation

This product includes software developed by

The Apache Software Foundation (http://www.apache.org/).

==

httpclient 4.1.1

Apache HttpComponents Client

Copyright 1999-2011 The Apache Software Foundation

This product includes software developed by

The Apache Software Foundation (http://www.apache.org/).

This project contains annotations derived from JCIP-ANNOTATIONS

Copyright (c) 2005 Brian Goetz and Tim Peierls. See http://www.jcip.net

==

httpcore 4.1

Apache HttpComponents Core

Copyright 2005-2010 The Apache Software Foundation

This product includes software developed by

The Apache Software Foundation (http://www.apache.org/).

==

iText 2.1.5

MOZILLA PUBLIC LICENSE

Version 1.1

----

1. Definitions.

1.0.1. "Commercial Use" means distribution or otherwise making the
Covered Code available to a third party.

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

1.2. "Contributor Version" means the combination of the Original
Code, prior Modifications used by a Contributor, and the Modifications
made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the
combination of the Original Code and Modifications, in each case
including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally
accepted in the software development community for the electronic
transfer of data.

1.5. "Executable" means Covered Code in any form other than Source
Code.

1.6. "Initial Developer" means the individual or entity identified
as the Initial Developer in the Source Code notice required by Exhibit

A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.8.1. "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 any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

    A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

    B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "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.

1.11. "Source Code" means the preferred form of the Covered Code for

making modifications to it, including all modules it contains, plus

any associated interface definition files, scripts used to control

compilation and installation of an Executable, or source code

differential comparisons against either the Original Code or another

well known, available Covered Code of the Contributor's choice. The

Source Code can be in a compressed or archival form, provided the

appropriate decompression or de-archiving software is widely available

for no charge.

1.12. "You" (or "Your") means an individual or a legal entity

exercising rights under, and complying with all of the terms of, this

License or a future version of this License issued under Section 6.1.

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. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free,

non-exclusive license, subject to third party intellectual property

claims:

   (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 Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

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

(c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code 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 Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

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 Code

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 makes Commercial Use of
the Covered Code.

(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) separate from the Contributor Version;
3) 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 4) under Patent Claims
infringed by Covered Code in the absence of Modifications made by
that Contributor.

3. Distribution Obligations.

3.1. Application of License.
The Modifications which You create or to which You contribute are

governed by the terms of this License, including without limitation

Section 2.2. The Source Code version of Covered Code may be

distributed only under the terms of this License or a future version

of this License released under Section 6.1, and You must include a

copy of this License with every copy of the Source Code You

distribute. You may not offer or impose any terms on any Source Code

version that alters or restricts the applicable version of this

License or the recipients' rights hereunder. However, You may include

an additional document offering the additional rights described in

Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be

made available in Source Code form under the terms of this License

either on the same media as an Executable version or via an accepted

Electronic Distribution Mechanism to anyone to whom you made an

Executable version available; and if made available via Electronic

Distribution Mechanism, must remain available for at least twelve (12)

months after the date it initially became available, or at least six

(6) months after a subsequent version of that particular Modification

has been made available to such recipients. You are responsible for

ensuring that the Source Code version remains available even if the

Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a

file documenting the changes You made to create that Covered Code and

the date of any change. You must include a prominent statement that

the Modification is derived, directly or indirectly, from Original

Code provided by the Initial Developer and including the name of the

Initial Developer in (a) the Source Code, and (b) in any notice in an

Executable version or related documentation in which You describe the

origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's

intellectual property rights is required to exercise the rights

granted by such Contributor under Sections 2.1 or 2.2,

Contributor must include a text file with the Source Code

distribution titled "LEGAL" which describes the claim and the

party making the claim in sufficient detail that a recipient will

know whom to contact. If Contributor obtains such knowledge after

the Modification is made available as described in Section 3.2,

Contributor shall promptly modify the LEGAL file in all copies

Contributor makes available thereafter and shall take other steps

(such as notifying appropriate mailing lists or newsgroups)

reasonably calculated to inform those who received the Covered

Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming

interface and Contributor has knowledge of patent licenses which

are reasonably necessary to implement that API, Contributor must

also include this information in the LEGAL file.

(c)   Representations.

Contributor represents that, except as disclosed pursuant to

Section 3.4(a) above, Contributor believes that Contributor's

Modifications are Contributor's original creation(s) and/or

Contributor has sufficient rights to grant the rights conveyed by

this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source

Code. If it is not possible to put such notice in a particular Source

Code file due to its structure, then You must include such notice in a

location (such as a relevant directory) where a user would be likely

to look for such a notice. If You created one or more Modification(s)

You may add your name as a Contributor to the notice described in

Exhibit A. You must also duplicate this License in any documentation

for the Source Code where You describe recipients' rights or ownership

rights relating to Covered Code. You may choose to offer, and to

charge a fee for, warranty, support, indemnity or liability

obligations to one or more recipients of Covered Code. 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 than

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.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the

requirements of Section 3.1-3.5 have been met for that Covered Code,

and if You include a notice stating that the Source Code version of

the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under 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 version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version 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 any 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.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code 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 Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to

statute, judicial order, or regulation then You must: (a) comply with

the terms of this License to the maximum extent possible; and (b)

describe the limitations and the code they affect. Such description

must be included in the LEGAL file described in Section 3.4 and must

be included with all distributions of the Source Code. Except to the

extent prohibited by statute or regulation, such description must be

sufficiently detailed for a recipient of ordinary skill to be able to

understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has

attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

Netscape Communications Corporation ("Netscape") may publish revised

and/or new versions of the License from time to time. Each version

will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the

License, You may always continue to use it under the terms of that

version. You may also choose to use such Covered Code under the terms

of any subsequent version of the License published by Netscape. No one

other than Netscape has the right to modify the terms applicable to

Covered Code created under this License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may

only do in order to apply it to code which is not already Covered Code

governed by this License), You must (a) rename Your license so that

the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape",

"MPL", "NPL" or any confusingly similar phrase do not appear in your

license (except to note that your license differs from this License)

and (b) otherwise make it clear that Your version of the license

contains terms which differ from the Mozilla Public License and

Netscape Public License. (Filling in the name of the Initial

Developer, Original Code or Contributor in the notice described in

Exhibit A shall not of themselves be deemed to be modifications of

this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE 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 CODE IS FREE OF

DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING.

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE

IS WITH YOU. SHOULD ANY COVERED CODE 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 CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1. 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. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declatory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's

Contributor Version, directly or indirectly infringes any patent, then

any rights granted to You by such Participant under Sections 2.1(b)

and 2.2(b) are revoked effective as of the date You first made, used,

sold, distributed, or had made, Modifications made by that

Participant.

8.3. If You assert a patent infringement claim against Participant

alleging that such Participant's Contributor Version directly or

indirectly infringes any patent where such claim is resolved (such as

by license or settlement) prior to the initiation of patent

infringement litigation, then the reasonable value of the licenses

granted by such Participant under Sections 2.1 or 2.2 shall be taken

into account in determining the amount or value of any payment or

license.

8.4. In the event of termination under Sections 8.1 or 8.2 above,

all end user license agreements (excluding distributors and resellers)

which have been validly granted by You or any distributor hereunder

prior to termination shall survive termination.

9. 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 CODE,

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 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.

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in

48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer

software" 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 Code with only those

rights set forth herein.

11. 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

California law provisions (except to the extent applicable law, if

any, provides otherwise), excluding its conflict-of-law provisions.

With respect to disputes in which at least one party is a citizen of,

or an entity chartered or registered to do business in the United

States of America, any litigation relating to this License shall be

subject to the jurisdiction of the Federal Courts of the Northern

District of California, with venue lying in Santa Clara County,

California, 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.

12. 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.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as

"Multiple-Licensed". "Multiple-Licensed" means that the Initial

Developer permits you to utilize portions of the Covered Code under

Your choice of the NPL or the alternative licenses, if any, specified

by the Initial Developer in the file described in Exhibit A.

EXHIBIT A -Mozilla Public License.

[NOTE: The text of this Exhibit A may differ slightly from the text of

the notices in the Source Code files of the Original Code. You should

use the text of this Exhibit A rather than the text found in the

Original Code Source Code for Your Modifications.]

Portions of iText were obtained under the following:

(1)

ExceptionConverter:

The original version of this class was published in an article by Heinz Kabutz.

Read http://www.javaspecialists.co.za/archive/newsletter.do?issue=033&print=yes&locale=en_US

"This material from The Java(tm) Specialists' Newsletter by Maximum Solutions

(South Africa). Please contact Maximum Solutions for more information.

(2)

SimpleXMLParser:

The original version of this class was published in a JavaWorld article by Steven Brandt:

http://www.javaworld.com/javaworld/javatips/jw-javatip128.html

Jennifer Orr (JavaWorld) wrote: "You have permission to use the code appearing in

Steven Brandt's JavaWorld article, 'Java Tip 128: Create a quick-and-dirty XML parser.'

We ask that you reference the author as the creator and JavaWorld as the original publisher

of the code." Steven Brandt also agreed with the use of this class.

(3)

The following files contain material that was copyrighted by SUN:

com/lowagie/text/pdf/LZWDecoder.java (first appearance in iText: 2002-02-08)

com/lowagie/text/pdf/codec/BmpImage.java (first appearance in iText: 2003-06-20)

com/lowagie/text/pdf/codec/PngImage.java (first appearance in iText: 2003-04-25)

com/lowagie/text/pdf/codec/TIFFDirectory.java (first appearance in iText: 2003-04-09)

com/lowagie/text/pdf/codec/TIFFFaxDecoder.java (first appearance in iText: 2003-04-09)

com/lowagie/text/pdf/codec/TIFFField.java (first appearance in iText: 2003-04-09)

com/lowagie/text/pdf/codec/TIFFLZWDecoder.java (first appearance in iText: 2003-04-09)

The original code was released under the BSD license, and contained the following

extra restriction: "You acknowledge that Software is not designed, licensed or intended

for use in the design, construction, operation or maintenance of any nuclear facility."

In a mail sent to Bruno Lowagie on January 23, 2008, Brian Burkhalter (@sun.com)

writes: "This code is under a BSD license and supersedes the older codec packages

on which your code is based. It also includes numerous fixes among them being the

ability to handle a lot of 'broken' TIFFs."

Note that numerous fixes were applied to the code used in iText by Paulo Soares,

but apart from the fixes there were no essential changes between the code that

was originally adapted and the code that is now available under the following

license:

Copyright (c) 2005 Sun Microsystems, Inc. All Rights Reserved.

Redistribution and use in source and binary forms, with or without

modification, are permitted provided that the following conditions

are met:

- Redistribution of source code must retain the above copyright

  notice, this list of conditions and the following disclaimer.

- Redistribution 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 Sun Microsystems, Inc. or the names of

contributors may be used to endorse or promote products derived

from this software without specific prior written permission.

This software is provided "AS IS," without a warranty of any

kind. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND

WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY

EXCLUDED. SUN MIDROSYSTEMS, INC. ("SUN") AND ITS LICENSORS SHALL

NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE AS A RESULT OF

USING, MODIFYING OR DISTRIBUTING THIS SOFTWARE OR ITS

DERIVATIVES. IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR

ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL,

CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND

REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR

INABILITY TO USE THIS SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES.

You acknowledge that this software is not designed or intended for

use in the design, construction, operation or maintenance of any

nuclear facility.

The main difference can be found in the final paragraph: the restriction

that the source code is not "licensed" in this particular situation has

been removed.

FYI: Brian also added: "A bit of history might be in order.

The codec classes that you used originally were based on some

classes included with JAI but not strictly part of JAI.

As of Java SE 1.4 an official Image I/O framework was

added in javax.imageio.... This frameork supports these formats:

Java 1.4: GIF (read only), JPEG, PNG

Java 1.5: Added support for BMP and WBMP

Java 1.6: Added support for writing GIF

The JAI Image I/O Tools packages (jai-imageio-core) were created

to support formats handled by JAI but not included in Java SE

as well as some new things like JPEG2000."

(4) the file com/lowagie/text/pdf/codec/TIFFConstants

and some other TIFF related code is derived from LIBTIFF:

Copyright (c) 1988-1997 Sam Leffler

Copyright (c) 1991-1997 Silicon Graphics, Inc.

Permission to use, copy, modify, distribute, and sell this software and

its documentation for any purpose is hereby granted without fee, provided

that (i) the above copyright notices and this permission notice appear in

all copies of the software and related documentation, and (ii) the names of

Sam Leffler and Silicon Graphics may not be used in any advertising or

publicity relating to the software without the specific, prior written

permission of Sam Leffler and Silicon Graphics.

THE SOFTWARE IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND,

EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SAM LEFFLER OR SILICON GRAPHICS BE LIABLE FOR

ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND,

OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS,

WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF

LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE

OF THIS SOFTWARE.

(5)

BidiOrder:

As stated in the Javadoc comments, materials from Unicode.org

are used in the class com/lowagie/text/pdf/BidiOrder.java

The following license applies to these materials:

http://www.unicode.org/copyright.html#Exhibit1

EXHIBIT 1

UNICODE, INC. LICENSE AGREEMENT - DATA FILES AND SOFTWARE

Unicode Data Files include all data files under the directories

http://www.unicode.org/Public/, http://www.unicode.org/reports/,

and http://www.unicode.org/cldr/data/ .

Unicode Software includes any source code published in the Unicode Standard

or under the directories http://www.unicode.org/Public/, http://www.unicode.org/reports/,

LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY

DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN

ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN

CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA FILES OR SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not

be used in advertising or otherwise to promote the sale, use or other dealings

in these Data Files or Software without prior written authorization of the

copyright holder.

(6)

Some files use code from different Apache projects.

The source code of these files contains the appropriate copyright notices

as described in the Appendix of http://www.apache.org/licenses/LICENSE-2.0

This is a copy of the text that can be found at that specific URL:

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:

  * You must give any other recipients of the Work or

Derivative Works a copy of this License; and

* You must cause any modified files to carry prominent notices

stating that You changed the files; and

* 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

* If the Work includes a "NOTICE" text file as part of its

distribution, then any Derivative Works that You distribute must

include a readable copy of the attribution notices contained

within such NOTICE file, excluding those notices that do not

pertain to any part of the Derivative Works, in at least one

of the following places: within a NOTICE text file distributed

as part of the Derivative Works; within the Source form or

documentation, if provided along with the Derivative Works; or,

within a display generated by the Derivative Works, if and

wherever such third-party notices normally appear. The contents

of the NOTICE file are for informational purposes only and

do not modify the License. You may add Your own attribution

notices within Derivative Works that You distribute, alongside

or as an addendum to the NOTICE text from the Work, provided

that such additional attribution notices cannot be construed

as modifying the License.

You may add Your own copyright statement to Your modifications and

may provide additional or different license terms and conditions

for use, reproduction, or distribution of Your modifications, or

for any such Derivative Works as a whole, provided Your use,

reproduction, and distribution of the Work otherwise complies with

the conditions stated in this License.

5. Submission of Contributions.

Unless You explicitly state otherwise,

any Contribution intentionally submitted for inclusion in the Work

by You to the Licensor shall be under the terms and conditions of

this License, without any additional terms or conditions.

Notwithstanding the above, nothing herein shall supersede or modify

the terms of any separate license agreement you may have executed

with Licensor regarding such Contributions.

6. Trademarks.

This License does not grant permission to use the trade

names, trademarks, service marks, or product names of the Licensor,

except as required for reasonable and customary use in describing the

origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty.

Unless required by applicable law or

agreed to in writing, Licensor provides the Work (and each

Contributor provides its Contributions) on an "AS IS" BASIS,

WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or

implied, including, without limitation, any warranties or conditions

of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A

PARTICULAR PURPOSE. You are solely responsible for determining the

appropriateness of using or redistributing the Work and assume any

risks associated with Your exercise of permissions under this License.

8. Limitation of Liability.

In no event and under no legal theory,

whether in tort (including negligence), contract, or otherwise,

unless required by applicable law (such as deliberate and grossly

negligent acts) or agreed to in writing, shall any Contributor be

liable to You for damages, including any direct, indirect, special,

incidental, or consequential damages of any character arising as a

result of this License or out of the use or inability to use the

Work (including but not limited to damages for loss of goodwill,

work stoppage, computer failure or malfunction, or any and all

other commercial damages or losses), even if such Contributor

has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability.

While redistributing

the Work or Derivative Works thereof, You may choose to offer,

and charge a fee for, acceptance of support, warranty, indemnity,

or other liability obligations and/or rights consistent with this

License. However, in accepting such obligations, You may act only

on Your own behalf and on Your sole responsibility, not on behalf

of any other Contributor, and only if You agree to indemnify,

defend, and hold each Contributor harmless for any liability

incurred by, or claims asserted against, such Contributor by reason

of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work

To apply the Apache License to your work, attach the following

boilerplate notice, with the fields enclosed by brackets "[]"

replaced with your own identifying information. (Don't include

the brackets!) The text should be enclosed in the appropriate

comment syntax for the file format. We also recommend that a

file or class name and description of purpose be included on the

same "printed page" as the copyright notice for easier

identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License");

you may not use this file except in compliance with the License.

You may obtain a copy of the License at

   http://www.apache.org/licenses/LICENSE-2.0

Unless required by applicable law or agreed to in writing, software

distributed under the License is distributed on an "AS IS" BASIS,

WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

See the License for the specific language governing permissions and

limitations under the License.

===