

Oracle® Retail Strategic Store Solutions

Licensing Information

Release 12.0.1

November 2007

Copyright © 2007, Oracle. All rights reserved.

Primary Author: Bernadette Goodman

The Programs (which include both the software and documentation) contain proprietary information; they are provided under a license agreement containing restrictions on use and disclosure and are also protected by copyright, patent, and other intellectual and industrial property laws. Reverse engineering, disassembly, or decompilation of the Programs, except to the extent required to obtain interoperability with other independently created software or as specified by law, is prohibited.

The information contained in this document is subject to change without notice. If you find any problems in the documentation, please report them to us in writing. This document is not warranted to be error-free. Except as may be expressly permitted in your license agreement for these Programs, no part of these Programs may be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose.

If the Programs are delivered to the United States Government or anyone licensing or using the Programs on behalf of the United States Government, the following notice is applicable:

U.S. GOVERNMENT RIGHTS Programs, software, databases, and related documentation and technical data delivered to U.S. Government customers are "commercial computer software" or "commercial technical data" pursuant to the applicable Federal Acquisition Regulation and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the Programs, including documentation and technical data, shall be subject to the licensing restrictions set forth in the applicable Oracle license agreement, and, to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software--Restricted Rights (June 1987). Oracle USA, Inc., 500 Oracle Parkway, Redwood City, CA 94065.

The Programs are not intended for use in any nuclear, aviation, mass transit, medical, or other inherently dangerous applications. It shall be the licensee's responsibility to take all appropriate fail-safe, backup, redundancy and other measures to ensure the safe use of such applications if the Programs are used for such purposes, and we disclaim liability for any damages caused by such use of the Programs.

Oracle, JD Edwards, PeopleSoft, and Siebel are registered trademarks of Oracle Corporation and/or its affiliates. Other names may be trademarks of their respective owners.

The Programs may provide links to Web sites and access to content, products, and services from third parties. Oracle is not responsible for the availability of, or any content provided on, third-party Web sites. You bear all risks associated with the use of such content. If you choose to purchase any products or services from a third party, the relationship is directly between you and the third party. Oracle is not responsible for: (a) the quality of third-party products or services; or (b) fulfilling any of the terms of the agreement with the third party, including delivery of products or services and warranty obligations related to purchased products or services. Oracle is not responsible for any loss or damage of any sort that you may incur from dealing with any third party.

Value-Added Reseller (VAR) Language

(i) the software component known as **ACUMATE** developed and licensed by Lucent Technologies Inc. of Murray Hill, New Jersey, to Oracle and imbedded in the Oracle Retail Predictive Application Server - Enterprise Engine, Oracle Retail Category Management, Oracle Retail Item Planning, Oracle Retail Merchandise Financial Planning, Oracle Retail Advanced Inventory Planning and Oracle Retail Demand Forecasting applications.

(ii) the **MicroStrategy** Components developed and licensed by MicroStrategy Services Corporation (MicroStrategy) of McLean, Virginia to Oracle and imbedded in the MicroStrategy for Oracle Retail Data Warehouse and MicroStrategy for Oracle Retail Planning & Optimization applications.

(iii) the **SeeBeyond** component developed and licensed by Sun Microsystems, Inc. (Sun) of Santa Clara, California, to Oracle and imbedded in the Oracle Retail Integration Bus application.

(iv) the **Wavelink** component developed and licensed by Wavelink Corporation (Wavelink) of Kirkland, Washington, to Oracle and imbedded in Oracle Retail Store Inventory Management.

(v) the software component known as **Crystal Enterprise Professional and/or Crystal Reports Professional** licensed by Business Objects Software Limited ("Business Objects") and imbedded in Oracle Retail Store Inventory Management.

(vi) the software component known as **Access Via**TM licensed by Access Via of Seattle, Washington, and imbedded in Oracle Retail Signs and Oracle Retail Labels and Tags.

(vii) the software component known as **Adobe Flex**TM licensed by Adobe Systems Incorporated of San Jose, California, and imbedded in Oracle Retail Promotion Planning & Optimization application.

(viii) the software component known as **Style Report**TM developed and licensed by InetSoft Technology Corp. of Piscataway, New Jersey, to Oracle and imbedded in the Oracle Retail Value Chain Collaboration application.

(ix) the software component known as **i-net Crystal-Clear**TM developed and licensed by I-NET Software Inc. of Berlin, Germany, to Oracle and imbedded in the Oracle Retail Central Office and Oracle Retail Back Office applications.

(x) the software component known as **WebLogic**TM developed and licensed by BEA Systems, Inc. of San Jose, California, to Oracle and imbedded in the Oracle Retail Value Chain Collaboration application.

(xi) the software component known as **DataBeacon**TM developed and licensed by Cognos Incorporated of Ottawa, Ontario, Canada, to Oracle and imbedded in the Oracle Retail Value Chain Collaboration application.

Contents

Preface	ix
Audience	ix
Related Documents	ix
Customer Support	ix
Review Patch Documentation	x
Oracle Retail Documentation on the Oracle Technology Network	x
Conventions	x
1 Third-Party Applications	
Prerequisite Software and Licenses	1-1
Oracle Retail Back Office	1-2
Oracle Retail Central Office	1-2
Oracle Retail Labels and Tags	1-3
Oracle Retail Mobile Point-of-Service	1-3
Oracle Retail Point-of-Service	1-4
Third-Party Open-Source Applications	1-4
Apache ANT 1.6.2	1-4
Apache Avalon Framework 4.1.4	1-4
Apache AspectJ 1.0.5	1-5
Apache Axis 1.2.1	1-5
Apache Batik SVG Library 1.4.1	1-5
Apache Cactus 1.4.1	1-5
Apache Common Utilities 2.0alpha1	1-6
Apache Formatted Object Processor 0.20.4	1-6
Apache UI Tags 1.0-b3	1-6
Apache Java Server Pages Standard Tag Library 1.0.5	1-6
Apache Log4J 1.2.8	1-7
Apache Mock Objects 0.09	1-7
Apache Regular Expression Engine 1.0.5	1-7
Apache Struts Framework 1.1	1-8
Apache Xerces 2.6.2	1-8
Apache XML Parser 1.2.01	1-9
Doug Lea - SUNY Oswego Concurrent Programming Utilities 1.3.2	1-9
Extreme! Lab - Indiana University XML Parser 2.1.9_rc2	1-9
GNU Library Regular Expression Engine	1-9

IBM Advanced Store Touch Retail Application 4.0	1-10
IBM JavaPOS 1.9.2.....	1-10
Interface21 Spring Framework 1.2.8.....	1-10
JavaPOS 1.4	1-10
JDOM XML Parsing 1.0beta9.....	1-11
MockMaker 0.09	1-11
NetBeans IDE 1.5.....	1-11
Open Symphony Quartz Scheduler 1.3.1	1-11
SourceForge MX4J Java Management Extensions 1.1.1.....	1-12
Sun Java Server Pages Standard Tag Library 1.0.5.....	1-12
Sun Java Web Services Development Pack 1.4	1-12
Sun Java 2 Platform Standard Edition 1.4.2_13.....	1-12

A Appendix: Third-Party Open-Source Licenses

Apache	A-1
Apache License, Version 2.0, January 2004	A-1
Apache Software License, Version 1.1	A-4
Artistic License	A-5
The Artistic License.....	A-5
Berkeley Software Distribution	A-6
The BSD License	A-6
DbUnit Database Testing Framework	A-7
DbUnit License	A-7
Doug Lea	A-7
Doug Lea Concurrent License	A-7
Eclipse Foundation	A-8
Common Public License - v 1.0	A-8
Free Software Foundation	A-12
GNU GENERAL PUBLIC LICENSE	A-12
GNU LESSER GENERAL PUBLIC LICENSE	A-17
Indiana University Extreme! Lab	A-24
LICENSE FOR THE Extreme! Lab PullParser.....	A-24
International Business Machines	A-25
International License Agreement for Non-Warranted Programs	A-25
JDOM Project	A-29
JDOM License	A-29
jPOS Project	A-30
JPOS License	A-30
Microsoft Corporation	A-30
MSJDBC License	A-31
MockMaker	A-31
MockMaker License	A-31
Mozilla Foundation	A-32
Mozilla Public License Version 1.1	A-32
MX4J Project	A-39
MX4J License Version 1.0.....	A-39
Open Source Initiative	A-40

The MIT License	A-40
Sun Microsystems	A-41
JAVA ADVANCED IMAGING DISTRIBUTION LICENSE (VER. 1.1.X)	A-41
Sun Developer Network License	A-46
SUN PUBLIC LICENSE Version 1.0	A-47
SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT	A-55
World Wide Web Consortium	A-58
The W3C License	A-58

Preface

This document provides licensing information for the third-party applications used by the following Oracle Retail Strategic Store Solutions products:

- Oracle Retail Back Office
- Oracle Retail Central Office
- Oracle Retail Labels and Tags
- Oracle Retail Mobile Point-of-Service
- Oracle Retail Point-of-Service

Audience

This document is intended for all purchasers of Oracle Retail Strategic Store Solutions products.

Related Documents

For more information, see the following documents:

- *Oracle Retail Strategic Store Solutions documentation set*
- *Oracle Retail Back Office documentation set*
- *Oracle Retail Central Office documentation set*
- *Oracle Retail Labels and Tags documentation set*
- *Oracle Retail Mobile Point-of-Service documentation set*
- *Oracle Retail Point-of-Service documentation set*

Customer Support

- <https://metalink.oracle.com>

When contacting Customer Support, please provide:

- Product version and program/module name
- Functional and technical description of the problem (include business impact)
- Detailed step-by-step instructions to recreate
- Exact error message received
- Screen shots of each step you take

Review Patch Documentation

For a base release ("0" release, such as 12.0), Oracle Retail strongly recommends that you read all patch documentation before you begin installation procedures. Patch documentation can contain critical information related to the base release, based on new information and code changes that have been made since the base release.

Oracle Retail Documentation on the Oracle Technology Network

In addition to being packaged with each product release (on the base or patch level), all Oracle Retail documentation is available on the following Web site:

http://www.oracle.com/technology/documentation/oracle_retail.html

Documentation should be available on this Web site within a month after a product release. Note that documentation is always available with the packaged code on the release date.

Conventions

The following text conventions are used in this document:

Convention	Meaning
boldface	Boldface type indicates graphical user interface elements associated with an action, or terms defined in text or the glossary.
<i>italic</i>	Italic type indicates book titles, emphasis, or placeholder variables for which you supply particular values.
<code>monospace</code>	Monospace type indicates commands within a paragraph, URLs, code in examples, text that appears on the screen, or text that you enter.

Third-Party Applications

This chapter provides licensing information on the third-party applications used by the following Oracle Retail Strategic Store Solutions products:

- [Oracle Retail Back Office](#)
- [Oracle Retail Central Office](#)
- [Oracle Retail Labels and Tags](#)
- [Oracle Retail Mobile Point-of-Service](#)
- [Oracle Retail Point-of-Service](#)

Prerequisite Software and Licenses

Oracle Retail Strategic Store Solutions products depend on the installation of certain products (with commercial licenses), but the company does not bundle these third-party products within its own installation media. Acquisition of licenses for these products should be handled directly with the vendor.

The following products are not distributed along with Oracle Retail product installation media:

- Access Via 5.2 (<http://www.accessvia.com>)
- Apache Derby 10.2.2.0 (<http://db.apache.org/>)
- IBM AIX 5.3 (<http://www.ibm.com>)
- IBM DB2 Database 9.1 (<http://www.ibm.com>)
- IBM IRES 2.1.4 (<http://www.ibm.com>)
- IBM WebSphere Application Server 6.1 (<http://www.ibm.com>)
- JBoss 4.0.2 (<http://sourceforge.net/>)
- JSPTags Pager Tag Library 2.0 (<http://jsptags.com>)
- Microsoft Windows Embedded for Point of Service 1.1 (<http://www.microsoft.com>)
- Microsoft Windows 2003 Server (<http://www.microsoft.com>)
- Oracle Application Server 10g 10.1.3 (<http://www.oracle.com>)
- Oracle Database 10g 10.2.0.2 (<http://www.oracle.com>)
- Oracle Enterprise Linux 4.0 (<http://www.oracle.com>)
- Oracle Enterprise Manager 10g 10.2 (<http://www.oracle.com>)

- Oracle Retail Merchandising System 12.0.5.2 (<http://www.oracle.com>)
- Oracle Retail Price Management 12.0.5.2 (<http://www.oracle.com>)
- Oracle Retail Sales Audit 12.0.5.2 (<http://www.oracle.com>)
- Oracle 10g JDBC Driver 1.4 (<http://www.oracle.com>)

The licenses for the third-party open-source applications included with Oracle Retail Strategic Store Solutions products are found in [Appendix A](#).

Oracle Retail Back Office

Oracle Retail Back Office uses the following third-party open-source applications:

- [Apache ANT 1.6.2](#)
- [Apache Avalon Framework 4.1.4](#)
- [Apache AspectJ 1.0.5](#)
- [Apache Axis 1.2.1](#)
- [Apache Batik SVG Library 1.4.1](#)
- [Apache Cactus 1.4.1](#)
- [Apache Common Utilities 2.0alpha1](#)
- [Apache Formatted Object Processor 0.20.4](#)
- [Apache UI Tags 1.0-b3](#)
- [Apache Log4J 1.2.8](#)
- [Apache Mock Objects 0.09](#)
- [Apache Regular Expression Engine 1.0.5](#)
- [Apache Struts Framework 1.1](#)
- [Apache Xerces 2.6.2](#)
- [Apache XML Parser 1.2.01](#)
- [Doug Lea - SUNY Oswego Concurrent Programming Utilities 1.3.2](#)
- [Extreme! Lab - Indiana University XML Parser 2.1.9_rc2](#)
- [Interface21 Spring Framework 1.2.8](#)
- [JDOM XML Parsing 1.0beta9](#)
- [MockMaker 0.09](#)
- [Open Symphony Quartz Scheduler 1.3.1](#)
- [Sun Java Web Services Development Pack 1.4](#)

Oracle Retail Central Office

Oracle Retail Central Office uses the following third-party open-source applications:

- [Apache ANT 1.6.2](#)
- [Apache Avalon Framework 4.1.4](#)
- [Apache AspectJ 1.0.5](#)
- [Apache Axis 1.2.1](#)

- [Apache Batik SVG Library 1.4.1](#)
- [Apache Cactus 1.4.1](#)
- [Apache Common Utilities 2.0alpha1](#)
- [Apache Formatted Object Processor 0.20.4](#)
- [Apache UI Tags 1.0-b3](#)
- [Apache Java Server Pages Standard Tag Library 1.0.5](#)
- [Apache Log4J 1.2.8](#)
- [Apache Mock Objects 0.09](#)
- [Apache Regular Expression Engine 1.0.5](#)
- [Apache Struts Framework 1.1](#)
- [Apache Xerces 2.6.2](#)
- [Apache XML Parser 1.2.01](#)
- [Doug Lea - SUNY Oswego Concurrent Programming Utilities 1.3.2](#)
- [Extreme! Lab - Indiana University XML Parser 2.1.9_rc2](#)
- [Interface21 Spring Framework 1.2.8](#)
- [JDOM XML Parsing 1.0beta9](#)
- [MockMaker 0.09](#)
- [Open Symphony Quartz Scheduler 1.3.1](#)
- [Sun Java Server Pages Standard Tag Library 1.0.5](#)
- [Sun Java Web Services Development Pack 1.4](#)

Oracle Retail Labels and Tags

Oracle Retail Labels and Tags is a module of Oracle Retail Back Office and uses the same third-party open-source applications as Oracle Retail Back Office.

Oracle Retail Mobile Point-of-Service

Oracle Retail Mobile Point-of-Service uses the following third-party open-source applications:

- [Apache Log4J 1.2.8](#)
- [Apache Xerces 2.6.2](#)
- [Interface21 Spring Framework 1.2.8](#)
- [JavaPOS 1.4](#)
- [NetBeans IDE 1.5](#)
- [SourceForge MX4J Java Management Extensions 1.1.1](#)
- [Sun Java 2 Platform Standard Edition 1.4.2_13](#)

Oracle Retail Point-of-Service

Oracle Retail Point-of-Service uses the following third-party open-source applications:

- [Apache Log4J 1.2.8](#)
- [Apache Xerces 2.6.2](#)
- [Doug Lea - SUNY Oswego Concurrent Programming Utilities 1.3.2](#)
- [IBM JavaPOS 1.9.2](#)
- [Interface21 Spring Framework 1.2.8](#)
- [JavaPOS 1.4](#)
- [NetBeans IDE 1.5](#)
- [SourceForge MX4J Java Management Extensions 1.1.1](#)
- [Sun Java 2 Platform Standard Edition 1.4.2_13](#)

Third-Party Open-Source Applications

This section lists the applications used by the Strategic Store Solutions products and the license each application uses.

Apache ANT 1.6.2

This program contains third-party ANT code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

ANT 1.6.2 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Avalon Framework 4.1.4

This program contains third-party Avalon Framework code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Avalon Framework 4.1.4 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache AspectJ 1.0.5

This program contains third-party AspectJ code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

AspectJ 1.0.5 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Axis 1.2.1

This program contains third-party Axis code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Axis 1.2.1 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Batik SVG Library 1.4.1

This program contains third-party Batik SVE Library code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Batik SVG Library 1.4.1 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Cactus 1.4.1

This program contains third-party Cactus code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Cactus 1.4.1 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Common Utilities 2.0alpha1

This program contains third-party Common Utilities code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Common Utilities 2.0alpha1 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Formatted Object Processor 0.20.4

This program contains third-party Formatted Object Processor code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Formatted Objects Processor 0.20.4 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache UI Tags 1.0-b3

This program contains third-party UI Tags code from The Artistic License. Under the terms of The Artistic License, Oracle is required to license The Artistic License software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Artistic License software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Artistic License software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

UI Tags 1.0-b3 uses The Artistic License. For details, see [Artistic License](#).

Apache Java Server Pages Standard Tag Library 1.0.5

This program contains third-party Java Server Pages Standard Tag Library code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Java Server Pages Standard Tag Library 1.0.5 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Log4J 1.2.8

This program contains third-party Log4J code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Log4J 1.2.8 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Mock Objects 0.09

This program contains third-party Mock Objects code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Mock Objects 0.09 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Regular Expression Engine 1.0.5

This program contains third-party Regular Expression Engine code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Regular Expression Engine 1.0.5 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Struts Framework 1.1

This program contains third-party Struts Framework code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Struts Framework 1.1 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Apache Xerces 2.6.2

The Xerces software consists of voluntary contributions made by many individuals on behalf of the Apache Software Foundation and was originally based on software copyright © 1999, International Business Machines, Inc., <http://www.ibm.com>.

For more information on the Apache Software Foundation, please see <http://www.apache.org>.

This program contains third-party Xerces code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Xerces 2.6.2 uses Apache License Version 1.1. For details, see [Apache Software License, Version 1.1](#).

Apache XML Parser 1.2.01

This program contains third-party XML Parser code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

XML Parser 1.2.01 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

Doug Lea - SUNY Oswego Concurrent Programming Utilities 1.3.2

This program contains third-party Concurrent Programming Utilities code from Doug Lea. Under the terms of the Doug Lea Concurrent License, Oracle is required to license Doug Lea software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to the Doug Lea software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of the Doug Lea software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Concurrent Programming Utilities 1.3.2 uses Doug Lea Concurrent License. For details, see [Doug Lea Concurrent License](#).

Extreme! Lab - Indiana University XML Parser 2.1.9_rc2

This program contains third-party XML Parser code from Extreme! Lab - Indiana University. Under the terms of the LICENSE FOR THE Extreme! Lab PullParser, Oracle is required to license Extreme! Lab - Indiana University software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to the Extreme! Lab - Indiana University software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of the Extreme! Lab - Indiana University software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

XML Parser 2.1.9_rc2 uses LICENSE FOR THE Extreme! Lab PullParser. For details, see [LICENSE FOR THE Extreme! Lab PullParser](#).

GNU Library Regular Expression Engine

This program contains third-party Regular Expression Engine code from the GNU Project. Under the terms of the GNU LESSER GENERAL PUBLIC LICENSE, Oracle is required to license GNU Project software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to the GNU Project software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of the GNU Project software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Regular Expression Engine uses GNU LESSER GENERAL PUBLIC LICENSE. For details, see [GNU LESSER GENERAL PUBLIC LICENSE](#).

IBM Advanced Store Touch Retail Application 4.0

This program contains third-party Advanced Store Touch Retail Application code from Internal Business Machines. Under the terms of the International License Agreement for Non-Warranted Programs, Oracle is required to license Internal Business Machines software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to the Internal Business Machines software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of the Internal Business Machines software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Advanced Store Touch Retail Application uses International License Agreement for Non-Warranted Programs. For details, see [International License Agreement for Non-Warranted Programs](#).

IBM JavaPOS 1.9.2

This program contains third-party JavaPOS code from Internal Business Machines. Under the terms of the International License Agreement for Non-Warranted Programs, Oracle is required to license Internal Business Machines software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to the Internal Business Machines software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of the Internal Business Machines software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

JavaPOS 1.9.2 uses International License Agreement for Non-Warranted Programs. For details, see [International License Agreement for Non-Warranted Programs](#).

Interface21 Spring Framework 1.2.8

This program contains third-party Spring Framework code from Interface21. Under the terms of The Apache Software Foundation license, Oracle is required to license Interface21 software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to the Interface21 software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of Interface21 software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Spring Framework 1.2.8 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

JavaPOS 1.4

This program contains third-party JavaPOS code from the jPOS Project. Under the terms of the JPOS License, Oracle is required to license jPOS Project software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to the jPOS Project software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of the jPOS Project software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

JavaPOS 1.4 uses JPOS License. For details, see [JPOS License](#).

JDOM XML Parsing 1.0beta9

This program contains third-party JDOM XML Parsing code from jdom.org. Under the terms of the JDOM License, Oracle is required to license jdom.org software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to the jdom.org software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of the jdom.org software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

JDOM XML Parsing 1.0beta9 uses JDOM License. For details, see [JDOM License](#).

MockMaker 0.09

This program contains third-party MockMaker code from Ivan Moore. Under the terms of the MockMaker License, Oracle is required to license Ivan Moore software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to the Ivan Moore software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of the Ivan Moore software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

MockMaker 0.09 uses MockMaker License. For details, see [MockMaker License](#).

NetBeans IDE 1.5

This program contains third-party NetBeans IDE code from NetBeans.org. Under the terms of the Sun Public License, Oracle is required to license NetBeans.org software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to the NetBeans.org software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of the NetBeans.org software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

NetBeans IDE 1.5 uses Sun Public License. For details, see [SUN PUBLIC LICENSE Version 1.0](#).

Open Symphony Quartz Scheduler 1.3.1

This program contains third-party Open Symphony Quartz Scheduler code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Open Symphony Quartz Scheduler 1.3.1 uses Apache License Version 2.0. For details, see [Apache License, Version 2.0, January 2004](#).

SourceForge MX4J Java Management Extensions 1.1.1

This program contains third-party MX4J Java Management Extensions code from SourceForge. Under the terms of the MX4J License, Oracle is required to license SourceForge software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to SourceForge software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of SourceForge software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

MX4J Java Management Extensions uses MX4J License. For details, see [MX4J License Version 1.0](#).

Sun Java Server Pages Standard Tag Library 1.0.5

This program contains third-party Java Server Pages Standard Tag Library code from Sun Microsystems. Under the terms of the SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT license, Oracle is required to license Sun Microsystems software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to Sun Microsystems software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of Sun Microsystems software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Java Server Pages Standard Tag Library 1.0.5 uses SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT. For details, see [SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT](#).

Sun Java Web Services Development Pack 1.4

This program contains third-party Java Web Service Development Pack code from Sun Microsystems. Under the terms of the SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT license, Oracle is required to license Sun Microsystems software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to Sun Microsystems software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of Sun Microsystems software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Java Web Services Development Pack 1.4 uses SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT. For details, see [SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT](#).

Sun Java 2 Platform Standard Edition 1.4.2_13

This program contains third-party Java 2 Platform Standard Edition code from Sun Microsystems. Under the terms of the SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT license, Oracle is required to license Sun Microsystems software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to Sun Microsystems software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of Sun Microsystems software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Java 2 Platform Standard Edition 1.4.2_13 uses SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT. For details, see [SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT](#).

Appendix: Third-Party Open-Source Licenses

This appendix contains licensing information for the third-party open-source applications included with Oracle Retail Strategic Store Solutions products.

Apache

Under the terms of the Apache Software Foundation ("Apache") license, Oracle is required to provide the following notices.

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

Apache Software License, Version 1.1

=====

The Apache Software License, Version 1.1

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

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:
 "This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>)."
 Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
4. The names "Apache" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact apache@apache.org.
5. Products derived from this software may not be called "Apache", nor may "Apache" appear in their name, without prior written permission of the Apache Software Foundation.

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

=====

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

Artistic License

Under the terms of the Artistic license, Oracle is required to provide the following notices.

The Artistic License

The Artistic License

Preamble

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

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

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

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

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

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

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

1. You may make and give away verbatim copies of the source form of the Standard Version of this Package without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.
2. You may apply bug fixes, portability fixes and other modifications derived from the Public Domain or from the Copyright Holder. A Package modified in such a way shall still be considered the Standard Version.
3. You may otherwise modify your copy of this Package in any way, provided that you insert a prominent notice in each changed file stating how and when you changed that file, and provided that you do at least ONE of the following:
 - a) place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or placing the modifications on a major archive site such as ftp.uu.net, or by allowing the Copyright Holder to include your modifications in the Standard Version of the Package.
 - b) use the modified Package only within your corporation or organization.
 - c) rename any non-standard executables so the names do not conflict with standard executables, which must also be provided, and provide a separate manual page for each non-standard executable that clearly documents how it differs from the Standard Version.
 - d) make other distribution arrangements with the Copyright Holder.

4. You may distribute the programs of this Package in object code or executable form, provided that you do at least ONE of the following:
 - a) distribute a Standard Version of the executables and library files, together with instructions (in the manual page or equivalent) on where to get the Standard Version.
 - b) accompany the distribution with the machine-readable source of the Package with your modifications.
 - c) accompany any non-standard executables with their corresponding Standard Version executables, giving the non-standard executables non-standard names, and clearly documenting the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.
 - d) make other distribution arrangements with the Copyright Holder.
5. You may charge a reasonable copying fee for any distribution of this Package. You may charge any fee you choose for support of this Package. You may not charge a fee for this Package itself. However, you may distribute this Package in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution provided that you do not advertise this Package as a product of your own.
6. The scripts and library files supplied as input to or produced as output from the programs of this Package do not automatically fall under the copyright of this Package, but belong to whomever generated them, and may be sold commercially, and may be aggregated with this Package.
7. C or perl subroutines supplied by you and linked into this Package shall not be considered part of this Package.
8. Aggregation of this Package with a commercial distribution is always permitted provided that the use of this Package is embedded; that is, when no overt attempt is made to make this Package's interfaces visible to the end user of the commercial distribution. Such use shall not be construed as a distribution of this Package.
9. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.
10. THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The End

Berkeley Software Distribution

Under the terms of the Berkeley Software Distribution ("BSD") license, Oracle is required to provide the following notices.

The BSD License

Copyright (c) <year>, <copyright holder>

All rights reserved.

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

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

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

* Neither the name of the <organization> nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

DbUnit Database Testing Framework

Under the terms of the DbUnit Framework license, Oracle is required to provide the following notices. Note, however, that the Oracle program license that accompanied this product determines your right to use the Oracle program, including the DbUnit Framework software, and the terms contained in the following notices do not change those rights.

DbUnit License

The DbUnit Database Testing Framework
Copyright (C)2002-2004, DbUnit.org

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

Doug Lea

Under the terms of the Doug Lea license, Oracle is required to provide the following notices.

Doug Lea Concurrent License

TECHNOLOGY LICENSE FROM SUN MICROSYSTEMS, INC. TO DOUG LEA

Whereas Doug Lea desires to utilize certain Java Software technologies in the util.concurrent technology; and

Whereas Sun Microsystems, Inc. ("Sun") desires that Doug Lea utilize certain Java Software technologies in the util.concurrent technology;

Therefore the parties agree as follows, effective May 31, 2002:

"Java Software technologies" means
classes/java/util/ArrayList.java, and
classes/java/util/HashMap.java.

The Java Software technologies are Copyright (c) 1994-2000 Sun Microsystems, Inc. All rights reserved.

Sun hereby grants Doug Lea a non-exclusive, worldwide, non-transferrable license to use, reproduce, create derivative works of, and distribute the Java Software and derivative works thereof in source and binary forms as part of a larger work, and to sublicense the right to use, reproduce and distribute the Java Software and Doug Lea's derivative works as the part of larger works through multiple tiers of sublicensees provided that the following conditions are met:

- Neither the name of or trademarks of Sun may be used to endorse or promote products including or derived from the Java Software technology without specific prior written permission; and
- Redistributions of source or binary code must contain the above copyright notice, this notice and the following disclaimers:

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 MICROSYSTEMS, INC. AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE AS A RESULT OF USING, MODIFYING OR DISTRIBUTING THE SOFTWARE OR ITS DERIVATIVES. IN NO EVENT WILL SUN MICROSYSTEMS, INC. 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 SOFTWARE, EVEN IF SUN MICROSYSTEMS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You acknowledge that Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

signed [Doug Lea] dated

Eclipse Foundation

Under the terms of the Eclipse Foundation ("Eclipse") license, Oracle is required to provide the following notices.

Common Public License - v 1.0

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

1. DEFINITIONS

"Contribution" means:

- a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
- b) in the case of each subsequent Contributor:
 - i) changes to the Program, and
 - ii) additions to the Program;

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

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

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

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

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

2. GRANT OF RIGHTS

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

b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

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

3. REQUIREMENTS

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

- a) it complies with the terms and conditions of this Agreement; and
- b) its license agreement:
 - i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
 - ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
 - iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
 - iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

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

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

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

4. COMMERCIAL DISTRIBUTION

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

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

5. NO WARRANTY

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

6. DISCLAIMER OF LIABILITY

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

7. GENERAL

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

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

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

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

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

Free Software Foundation

Under the terms of the Free Software Foundation ("FSF") license, Oracle is required to provide the following notices.

GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.
51 Franklin St, Fifth Floor, Boston, MA 02110-1301, USA

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

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) 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 this service 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 make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. 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.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute 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 and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

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

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

- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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

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

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

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

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

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

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

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

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

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

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

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, 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.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE 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.

END OF TERMS AND CONDITIONS

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc.

51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA

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

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

Preamble

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

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

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

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

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

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

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

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

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

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

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

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

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

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

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

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

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

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

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

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

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

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

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

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

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

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

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

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

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

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

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

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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

END OF TERMS AND CONDITIONS

Indiana University Extreme! Lab

Under the terms of the Indiana University Extreme! Lab license, Oracle is required to provide the following notices.

LICENSE FOR THE Extreme! Lab PullParser

LICENSE FOR THE Extreme! Lab PullParser

Copyright © 2002 The Trustees of Indiana University.
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) All redistributions of source code must retain the above copyright notice, the list of authors in the original source code, this list of conditions and the disclaimer listed in this license;
- 2) All redistributions in binary form must reproduce the above copyright notice, this list of conditions and the disclaimer listed in this license in the documentation and/or other materials provided with the distribution;
- 3) Any documentation included with all redistributions must include the following acknowledgement:

"This product includes software developed by the Indiana University Extreme! Lab.
For further information please visit <http://www.extreme.indiana.edu/>"

Alternatively, this acknowledgment may appear in the software itself, and wherever such third-party acknowledgments normally appear.

- 4) The name "Indiana Univeristy" and "Indiana Univeristy Extreme! Lab" shall not be used to endorse or promote products derived from this software without prior written permission from Indiana University. For written permission, please contact <http://www.extreme.indiana.edu/>.

- 5) Products derived from this software may not use "Indiana Univeristy" name nor may "Indiana Univeristy" appear in their name, without prior written permission of the Indiana University.

Indiana University provides no reassurances that the source code provided does not infringe the patent or any other intellectual property rights of any other entity. Indiana University disclaims any liability to any recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise.

LICENSEE UNDERSTANDS THAT SOFTWARE IS PROVIDED "AS IS" FOR WHICH NO WARRANTIES AS TO CAPABILITIES OR ACCURACY ARE MADE. INDIANA UNIVERSITY GIVES NO WARRANTIES AND MAKES NO REPRESENTATION THAT SOFTWARE IS FREE OF INFRINGEMENT OF THIRD PARTY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS. INDIANA UNIVERSITY MAKES NO WARRANTIES THAT SOFTWARE IS FREE FROM "BUGS", "VIRUSES", "TROJAN HORSES", "TRAP DOORS", "WORMS", OR OTHER HARMFUL CODE. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE PERFORMANCE OF SOFTWARE AND/OR ASSOCIATED MATERIALS, AND TO THE PERFORMANCE AND VALIDITY OF INFORMATION GENERATED USING SOFTWARE.

International Business Machines

Under the terms of the International Business Machines Corporation ("IBM") license, Oracle is required to provide the following notices.

International License Agreement for Non-Warranted Programs

This license expressly excludes any license to IBM patents.

Part 1 - General Terms

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE PROGRAM. IBM WILL LICENSE THE PROGRAM TO YOU ONLY IF YOU FIRST ACCEPT THE TERMS OF THIS AGREEMENT. BY USING THE PROGRAM YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNUSED PROGRAM TO THE PARTY (EITHER IBM OR ITS RESELLER) FROM WHOM YOU ACQUIRED IT TO RECEIVE A REFUND OF THE AMOUNT YOU PAID.

The Program is owned by International Business Machines Corporation or one of its subsidiaries (IBM) or an IBM supplier, and is copyrighted and licensed, not sold.

The term "Program" means the original program and all whole or partial copies of it. A Program consists of machine-readable instructions, its components, data, audio-visual content (such as images, text, recordings, or pictures), and related licensed materials.

This Agreement includes Part 1 - General Terms and Part 2 - Country-unique Terms and is the complete agreement regarding the use of this Program, and replaces any prior oral or written communications between you and IBM. The terms of Part 2 may replace or modify those of Part 1.

1. License

Use of the Program

IBM grants you a nonexclusive license to use the Program.

You may 1) use the Program to the extent of authorizations you have acquired and 2) make and install copies to support the level of use authorized, providing you reproduce the copyright notice and any other legends of ownership on each copy, or partial copy, of the Program.

If you acquire this Program as a program upgrade, your authorization to use the Program from which you upgraded is terminated.

You will ensure that anyone who uses the Program does so only in compliance with the terms of this Agreement.

You may not 1) use, copy, modify, or distribute the Program except as provided in this Agreement; 2) reverse assemble, reverse compile, or otherwise translate the Program except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Program.

Transfer of Rights and Obligations

You may transfer all your license rights and obligations under a Proof of Entitlement for the Program to another party by transferring the Proof of Entitlement and a copy of this Agreement and all documentation. The transfer of your license rights and obligations terminates your authorization to use the Program under the Proof of Entitlement.

2. Proof of Entitlement

The Proof of Entitlement for this Program is evidence of your authorization to use this Program and of your eligibility for future upgrade program prices (if announced) and potential special or promotional opportunities.

3. Charges and Taxes

IBM defines use for the Program for charging purposes and specifies it in the Proof of Entitlement. Charges are based on extent of use authorized. If you wish to increase the extent of use, notify IBM or its reseller and pay any applicable charges. IBM does not give refunds or credits for charges already due or paid.

If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Program supplied by IBM under this Agreement, then you agree to pay that amount as IBM specifies or supply exemption documentation.

4. No Warranty

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CAN NOT BE EXCLUDED, IBM MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PROGRAM OR TECHNICAL SUPPORT, IF ANY. IBM MAKES NO WARRANTY REGARDING THE CAPABILITY OF THE PROGRAM TO CORRECTLY PROCESS, PROVIDE AND/OR RECEIVE DATE DATA WITHIN AND BETWEEN THE 20TH AND 21ST CENTURIES.

The exclusion also applies to any of IBM's subcontractors, suppliers, or program developers (collectively called "Suppliers").

Manufacturers, suppliers, or publishers of non-IBM Programs may provide their own warranties.

5. Limitation of Liability

NEITHER IBM NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF IBM IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

6. General

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

IBM may terminate your license if you fail to comply with the terms of this Agreement. If IBM does so, you must immediately destroy the Program and all copies you made of it.

You agree to comply with applicable export laws and regulations.

Neither you nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

Neither you nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.

IBM does not provide program services or technical support, unless IBM specifies otherwise.

The laws of the country in which you acquire the Program govern this Agreement, except 1) in Australia, the laws of the State or Territory in which the transaction is performed govern this Agreement; 2) in Albania, Armenia, Belarus, Bosnia/Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, Ukraine, and Federal Republic of Yugoslavia, the laws of Austria govern this Agreement; 3) in the United Kingdom, all disputes relating to this Agreement will be governed by English Law and will be submitted to the exclusive jurisdiction of the English courts; 4) in Canada, the laws in the Province of Ontario govern this Agreement; and 5) in the United States and Puerto Rico, and People's Republic of China, the laws of the State of New York govern this Agreement.

Part 2 - Country-unique Terms AUSTRALIA:

No Warranty (Section 4):

The following paragraph is added to this Section:

Although IBM specifies that there are no warranties, you may have certain rights under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability (Section 3):

The following paragraph is added to this Section:

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

GERMANY:

No Warranty (Section 4):

The following paragraphs are added to this Section:

The minimum warranty period for Programs is six months.

In case a Program is delivered without Specifications, we will only warrant that the Program information correctly describes the Program and that the Program can be used according to the Program information. You have to check the usability according to the Program information within the "money-back guaranty" period.

Limitation of Liability (Section 5):

The following paragraph is added to this Section:

The limitations and exclusions specified in the Agreement will not apply to damages caused by IBM with fraud or gross negligence, and for express warranty.

INDIA:

General (Section 6):

The following replaces the fourth paragraph of this Section:

If no suit or other legal action is brought, within two years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

IRELAND:

No Warranty (Section 4):

The following paragraph is added to this Section:

Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing, all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

ITALY:

Limitation of Liability (Section 5):

This Section is replaced by the following:

Unless otherwise provided by mandatory law, IBM is not liable for any damages which might arise.

NEW ZEALAND:

No Warranty (Section 4):

The following paragraph is added to this Section:

Although IBM specifies that there are no warranties, you 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 IBM provides, if you require the goods and services for the purposes of a business as defined in that Act.

Limitation of Liability (Section 5):

The following paragraph is added to this Section:

Where Programs are 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.

PEOPLE'S REPUBLIC OF CHINA:

Charges (Section 3):

The following paragraph is added to the Section:

All banking charges incurred in the People's Republic of China will be borne by you and those incurred outside the People's Republic of China will be borne by IBM.

UNITED KINGDOM:

Limitation of Liability (Section 5):

The following paragraph is added to this Section at the end of the first paragraph:

The limitation of liability will not apply to any breach of IBM's obligations implied by Section 12 of the Sales of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

Z125-5589-01 (10/97)

JDOM Project

Under the terms of the JDOM Project license, Oracle is required to provide the following notices.

JDOM License

Copyright (C) 2000-2004 Jason Hunter & Brett McLaughlin.
All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions, and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions, and the disclaimer that follows these conditions in the documentation and/or other materials provided with the distribution.
3. The name "JDOM" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact <request_AT_jdom_DOT_org>.
4. Products derived from this software may not be called "JDOM", nor may "JDOM" appear in their name, without prior written permission from the JDOM Project Management <request_AT_jdom_DOT_org>.

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

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

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

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

This software consists of voluntary contributions made by many individuals on behalf of the JDOM Project and was originally created by Jason Hunter <jhunter_AT_jdom_DOT_org> and Brett McLaughlin <brett_AT_jdom_DOT_org>. For more information on the JDOM Project, please see <<http://www.jdom.org/>>.

jPOS Project

Under the terms of the jPOS Project license, Oracle is required to provide the following notices.

JPOS License

Copyright (c) 2000,2001,2002,2003,2004 jPOS.org. All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:
"This product includes software developed by the jPOS project (<http://www.jpos.org/>)". Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
4. The names "jPOS" and "jPOS.org" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact license@jpos.org.
5. Products derived from this software may not be called "jPOS", nor may "jPOS" appear in their name, without prior written permission of the jPOS project.

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

This software consists of voluntary contributions made by many individuals on behalf of the jPOS Project. For more information please see <<http://www.jpos.org/>>.

Microsoft Corporation

Under the terms of the Microsoft Corporation ("Microsoft") license, Oracle is required to provide the following notices.

MSJDBC License

May 1, 2002

Microsoft® SQL Server™ 2000 Driver for JDBC™ Redistribution Guidelines

The Microsoft SQL Server 2000 Driver for JDBC was released on May 1, 2002 and is available for download via <http://www.microsoft.com/sql/downloads>. It is available at no charge to all licensed SQL Server customers subject to terms and conditions listed in the End-User License Agreement (EULA) that accompanies the download.

As stated in the EULA, users may download the driver from designated sites but may not redistribute in any form. As such, ISVs who build application that uses this driver and need to deploy them to customers have at least three options available:

1. Provide the customer with the relevant download information and instructions so that the customer may download and install the driver on their own as part of the installation process.
2. Include the download task as part of the ISV's installation/deployment process to be performed with the customer at the customer's location.
3. Provide a component with the ISV's setup/installation program that will automatically:
 - i. Check for presence of internet connection
 - ii. If connection is available, launch the browser directly to the driver's download site so that the customer may then complete the download as part of the installation process

Regardless of which approach the ISV takes, it is highly recommended that the download URL, download instructions and installation instructions be included in the ISV's standard documentation that is provided with the product.

Note that the customer only needs to download the driver from Microsoft's designated sites one time. After a successful download and agreeing to the terms and conditions as listed in the EULA, the customer may then proceed to install the driver on as many computers within the company as needed.

For further information or assistance, please contact your local Microsoft office or Microsoft Support Services.

MockMaker

Under the terms of the MockMaker license, Oracle is required to provide the following notices.

MockMaker License

COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 2000, 2001, Ivan Moore

All rights reserved.

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, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation.

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 OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE 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 THIS 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 this Software without prior written authorization of the copyright holder.

Mozilla Foundation

Under the terms of the Mozilla Foundation ("Mozilla") license, Oracle is required to provide the following notices.

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 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.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Sections 3.1, 3.2, 3.3, 3.4 and 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-INFRINGEMENT. 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 declaratory 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 MPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

Exhibit A - Mozilla Public License.

"The contents of this file are subject to the Mozilla Public License Version 1.1 (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.mozilla.org/MPL/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is _____.

The Initial Developer of the Original Code is _____.

Portions created by _____ are Copyright (C) _____
_____. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[] License"), in which case the provisions of [] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [] License and not to allow others to use your version of this file under the MPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [] License. If you do not delete the provisions above, a recipient may use your version of this file under either the MPL or the [] 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.

MX4J Project

Under the terms of the MX4J Project ("MX4J") license, Oracle is required to provide the following notices.

MX4J License Version 1.0

MX4J is released under an Apache-style license. In practice this means that you can do almost anything you want with the code, including its use in commercial software.

The actual text of the license is included below:

The MX4J License, Version 1.0

Copyright (c) 2001-2004 by the MX4J contributors. All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:

"This product includes software developed by the MX4J project
(<http://mx4j.sourceforge.net>)."

Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.

4. The name "MX4J" must not be used to endorse or promote products derived from this software without prior written permission.

For written permission, please contact biorn_steedom [at] users [dot] sourceforge [dot] net

5. Products derived from this software may not be called "MX4J", nor may "MX4J" appear in their name, without prior written permission of Simone Bordet.

THIS SOFTWARE IS PROVIDED ``AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE MX4J CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

=====

This software consists of voluntary contributions made by many individuals on behalf of the MX4J project. For more information on MX4J, please see the MX4J website.

Open Source Initiative

Under the terms of the Open Source Initiative ("OSI") license, Oracle is required to provide the following notices.

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 AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Sun Microsystems

Under the terms of the Sun Microsystems license, Oracle is required to provide the following notices.

JAVA ADVANCED IMAGING DISTRIBUTION LICENSE (VER. 1.1.X)

JAI

I. LICENSE GRANTS, TERMS AND RESTRICTIONS

1.0 General License Terms. This Java Distribution License ("JDL") is between Sun Microsystems, Inc. ("Sun") and You where "You" means the individual or legal entity exercising rights under this JDL. "Technology" means the following as provided under this JDL: (i) the source code and binary code from the Reference Implementation ("RI") of the Java™ Advanced Imaging version 1.1.x Specification (the "Specification") and related documentation, all as revised or upgraded and made available hereunder; and (ii) the associated technology compatibility kit ("TCK"). The TCK contains the TCK documentation, user's guide ("TCK User's Guide"), test tools and test suite associated with the Specification, as revised or upgraded by Sun. The TCK is provided so that You may determine if Your implementation is compliant with the Specification.

"Modifications" means any (i) change or addition to or derivative of the Technology; or (ii) new source or object code implementing the Specification for the Technology.

"Commercial Use" means: (i) Your use of the RI and/or Modifications as part of a Compatible Implementation within Your business or organization, but only by Your employees or agents; and/or (ii) any use or distribution, directly or indirectly by You of the RI and/or Modifications as part of a Compatible Implementation to any third party, alone or bundled with any other software or hardware, for direct or indirect commercial or strategic gain or advantage. By Your use or distribution of the Technology and Modifications, You agree to the terms of this JDL.

2.0 License Grants, Restrictions and Termination.

2.1 Commercial Use and Internal Deployment License Grants. Subject to the terms of this JDL, Sun grants to You, to the extent of Sun's licensable copyrights, patents and trade secrets in the RI, a limited, non-exclusive, non-transferable, worldwide and royalty-free license to modify, compile, reproduce, distribute, internally use and internally deploy code and related documentation from the RI and/or Modifications for Commercial Use, but only as part of Your own Compatible Implementation (as defined below), and only if You make such distributions as follows:

(i) Source Code. You can only distribute source code for the RI and Modifications under all of the following conditions: (a) You make such distribution under the terms of this JDL; (b) without offering or imposing any different terms; (c) to a recipient who has accepted the terms of this JDL; and (d) You provide a copy of this JDL to each such recipient;

(ii) Binary Code. You can distribute binary code for the RI and Modifications but only under license terms which (a) have been accepted by the recipient; (b) are consistent, and not conflicting, with the terms of the JDL; and (c) where such terms are no less protective of Sun than the terms of this JDL.

2.2 TCK License Grant. Subject to the terms of this JDL, Sun grants to You, to the extent of Sun's licensable copyrights, patents and trade secrets in the TCK, a limited, non-exclusive, non-transferable, worldwide and royalty-free license to internally use the TCK for the sole purpose of developing and testing Your Compatible Implementations (as defined below).

2.2.1 TCK Master Support Agreement. If you desire support for the TCK, You may execute a separate TCK master support agreement with Sun.

2.2.2 TCK Use Terms. Your TCK license grant hereunder is expressly conditioned upon your continued adherence to the following restrictions:

(i) You may not sublicense or distribute the TCK to any third party except for any specific TCK code files identified as redistributables in the TCK User's Guide ("Redistributables"), but only: (a) as part of a TCK Adaptor accompanying a Compatible Implementation (where a "TCK Adaptor" means a program that effects interoperability between the TCK and the Compatible Implementation); and (b) pursuant to a license agreement that protects Sun's interests consistent with the terms of the JDL;

(ii) You may not create derivative works of the TCK nor of any of its components except for the Redistributables in a TCK Adaptor;

(iii) You may not disassemble or decompile binary portions of the TCK's test suites or test tools or otherwise attempt to derive the source code from such binary portions;

(iv) You may not develop other test suites intended to validate compatibility with the Specification to which the TCK licensed hereunder corresponds;

(v) You may not use the TCK to test a third party's product;

(vi) You may not make Commercial Use of code which implements any portion of the Specification unless such code is included in a Compatible Implementation;

(vii) You may disclose Test Reports (where "Test Reports" means those reports generated by the TCK which identify only configuration information and the status of individual or aggregate test executions) for an implementation which You are attempting to certify in accordance with the terms of this JDL for the sole purpose of making Your implementation a Compatible Implementation, but you may not make any claims of comparative compatibility nor disclose any other TCK testing information to any party. For example, You cannot claim that Your implementation is "nearly compatible" or "98% compatible." When You share Test Reports in any public forum, including mailing lists, marketing material or press releases, and Your implementation is not a Compatible Implementation, You must state that Your implementation is "not compatible;" and

(viii) You will protect the TCK as confidential information of Sun and, except as expressly authorized herein, You may not disclose the TCK to any third party. This obligation of confidentiality with respect to the TCK will survive any termination or expiration of this JDL.

2.3 **Term and Termination.** This JDL shall have an initial term of three (3) years after your acceptance of this JDL and shall thereafter automatically renew for additional one year terms unless either party provides notice to the other party sixty (60) days prior to an anniversary date. The license grants of this JDL, are expressly conditioned upon Your not acting outside their scope, and Your continued compliance with the material provisions of this JDL. All license grants under this JDL will automatically and immediately be revoked without notice if You fail to so comply. Upon termination or expiration of this JDL, You must discontinue all use and distribution of the Technology and any Compatible Implementation licensed under this JDL. All sublicenses You have properly granted hereunder shall survive termination or expiration of Your rights under the JDL. Provisions which should, by their nature, remain in effect after termination or expiration shall survive, including, without limitation, the provisions of Article II (General Terms) and the TCK confidentiality obligations under this JDL.

2.4 **General License Restrictions.** Some portions of the Technology are provided with notices and/or open source or other licenses from other parties which govern the use of those portions. Your use or distribution of encryption technology contained within the Technology is subject to all applicable governmental regulations of the United States of America and the country where the Technology is deployed. You agree to comply with the U.S. export controls and trade laws of other countries that apply to the Technology and Compatible Implementations. You acknowledge that the Technology is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Other than the rights granted herein, Sun retains all rights, title, and interest in the Technology.

3.0 Compatibility and Use of the TCK.

3.1 **Compatible Implementation TCK Requirements.** Your use of the RI and/or Modifications as part of an implementation of the Specification is a "Compatible Implementation" if the implementation meets the following requirements:

3.1.1 A Compatible Implementation must comply with the full Specification, including all its required interfaces and functionality;

3.1.2 A Compatible Implementation must either: (i) pass the most current compatibility requirements (as defined by the TCK User's Guide) which were made available by Sun one hundred twenty (120) days before first commercial shipment ("FCS") of each version of the Compatible Implementation (eg. if Your FCS was December 31, 2003, You must have passed the most current version of the TCK as of September 2, 2003); or (ii) at Your option, pass all the compatibility requirements of a newer version of the TCK and its associated TCK User's Guide;

3.1.3 A Compatible Implementation may not modify the functional behavior of the "Java Classes" which means the specific class libraries associated with the Technology; and

3.1.4 A Compatible Implementation may not modify, subset, superset or otherwise extend the Licensor Name Space, nor include any public or protected packages, classes, Java interfaces, fields or methods within the Licensor Name Space other than those required and/or authorized by the Specification. "Licensor Name Space" means the public class or interface declarations whose names begin with "java", "javax", "com.sun" or their equivalents in any subsequent naming convention adopted by Sun through the Java Community Process, or any recognized successors or replacements thereof.

3.2 **Self-Certification for Compatibility.** You shall self-certify that Your Compatible Implementation passes the applicable TCK as set forth above, if and when Your Compatible Implementation in fact does so, provided that:

3.2.1 If Sun policy (as communicated to You by Sun) also requires verification of compatibility for Your Compatible Implementation then You shall, prior to the FCS of the Compatible Implementation, submit verification of compatibility to Sun or to an independent test facility designated by Sun. If such verification is by an independent test facility, then the reasonable costs of such activity (including any applicable fees) shall be at Your expense. Sun may publish or otherwise disclose Your test results.

3.2.2 Upon thirty (30) days written notice by Sun, and no more than two (2) times per calendar year, You shall permit Sun or its authorized representative to inspect and test any Compatible Implementation which has been self-certified per this subsection 3.2 to ensure that such Compatible Implementation meets the compatibility and other requirements for a Compatible Implementation as set forth herein. The reasonable costs of such inspection shall be at Sun's expense; provided, however, that You shall reimburse Sun for such costs if the inspection reveals that the Compatible Implementation does not meet such requirements and these deficiencies are not cured within thirty (30) days.

4.0 Fees and Royalties. There are no fees or royalties associated with the license grants for the Technology licensed under this JDL.

II. GENERAL TERMS

5.0 No Warranty. THE TECHNOLOGY AND/OR MODIFICATIONS ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE TECHNOLOGY AND/OR MODIFICATIONS ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. YOU AGREE THAT YOU BEAR THE ENTIRE RISK IN CONNECTION WITH YOUR USE AND DISTRIBUTION OF ANY AND ALL TECHNOLOGY AND/OR MODIFICATIONS UNDER THIS JDL. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU

6.0 Infringement Claims. Sun may terminate this JDL, in Sun's sole discretion, upon any action initiated by You alleging that the use or distribution of the Technology and/or Modifications by Sun, or any other licensee of the Technology and/or Modifications, infringes a patent owned or controlled by You. In addition, if any portion of, or functionality implemented by, the Technology becomes the subject of a claim or threatened claim of infringement ("Affected Materials"), Sun may, at its sole option, (i) attempt to procure the rights necessary for You to continue using the Affected Materials, (ii) modify the Affected Materials so that they are no longer infringing, or (iii) immediately suspend Your rights to use and distribute the Affected Materials under this JDL by providing notice of suspension to You in a reasonable manner, and refund to You the amount, if any, having then actually been paid by You to Sun under this JDL, on a straight line, five year basis .

7.0 Limitation of Liability. Sun will be not be liable for any claims relating to, or arising out of, this JDL, whether in tort, contract or otherwise, in an amount in excess of any annual license fees You paid to Sun for the Technology. IN NO EVENT WILL SUN BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS JDL (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, DATA, OR ECONOMIC ADVANTAGE OF ANY SORT), HOWEVER IT ARISES AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), REGARDLESS OF WHETHER OR NOT SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. FURTHERMORE, LIABILITY UNDER THIS JDL SHALL BE SO LIMITED AND EXCLUDED, NOTWITHSTANDING FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. TO THE EXTENT ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES YOU INCUR FOR ANY REASON WHATSOEVER CANNOT BE DISCLAIMED THEN THE ENTIRE LIABILITY OF SUN UNDER ANY PROVISION OF THIS JDL, AND YOUR EXCLUSIVE REMEDY FOR ANY SUCH DAMAGES, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE TECHNOLOGY OR FIVE HUNDRED US DOLLARS, WHICHEVER IS GREATER. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF INCIDENTALS OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

8.0 Support. Sun does not provide any support for the Technology or the TCK to either You or Your customers under this JDL. Support for the TCK is provided under a separate TCK master support agreement. If You desire support for the RI, You may contact Sun. You are solely responsible for providing all support to Your customers with respect to the Technology, TCK, Modifications and/or Compatible Implementation.

9.0 Marketing and Press Announcements. Your initial press announcement concerning execution of this JDL must be reviewed and approved by Sun prior to its release. You hereby authorizes Sun to include You in a published list of licensees of the Technology. Sun shall also be authorized to use Your name in advertising, marketing collateral, and customer success stories prepared by or on behalf of Sun for the Technology subject to Your prior approval, such approval not to be unreasonably withheld or delayed.

10.0 Notices. All notices required by this JDL must be in writing. Sun shall deliver notice to You via either e-mail or by physical mail based on the information You provided to Sun when you accepted this JDL. Notices by You to Sun will be effective only upon receipt by Sun at the following physical addresses: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, Attn.: Sun Software VP of Sales, cc: General Counsel, cc: Product Law Legal Department or to such different address as Sun provides on the Technology Site for such purpose.

11.0 Proprietary Rights Notices and Branding Requirements. There are no specific branding requirements associated with the Technology under this JDL. You may not remove any copyright notices, trademark notices or other proprietary legends of Sun or its suppliers contained on or in the Technology, including any notices of licenses for open source components. You agree to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Except as provided in this JDL, no right, title or interest to Sun's trademarks, brands or logos is granted herein.

12.0 U.S. Government End Users. The Technology and Modifications are 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 Technology and/or Modifications with only those rights set forth herein. You agree to pass this notice to Your licensees.

13.0 Miscellaneous. This JDL is governed by the laws of the United States and the State of California, as applied to contracts entered into and performed in California between California residents. The relationship created under this JDL is that of licensor and licensee and does not create any other relationship such as a partnership, franchise, joint venture, agency or employment relationship between the parties. This JDL may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that Sun may assign: (i) to an affiliated company, or (ii) in the event of a merger, acquisition or sale of all or substantially all of the assets of Sun. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver nor any expectation of non-enforcement. The disclaimer of warranties and limitations of liability constitute an essential basis of the bargain in this JDL. This JDL represents the complete agreement of the parties concerning the subject matter hereof and may not be modified or amended in whole or part, except by a written instrument signed by the parties' authorized representatives. Nothing herein shall supersede or modify the terms of any separate signed written license agreement You may have executed with Sun regarding the Technology.

YOU: By: _____ Name: _____

Title: _____ Date: _____

Sun Developer Network License

Copyright 1994-2007 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 MICROSYSTEMS, 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, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

SUN PUBLIC LICENSE Version 1.0

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 and corresponding documentation released with the source code.

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 documentation, 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 Patent 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 ("API") 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 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.

3.6. 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.

Sun Microsystems, Inc. ("Sun") 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 Sun. No one other than Sun 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 "Sun," "Sun Public License," or "SPL" 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 Sun 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-INFRINGEMENT. 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 declaratory 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 alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

Exhibit A -Sun Public License Notice.

The contents of this file are subject to the Sun Public License Version 1.0 (the "License"); you may not use this file except in compliance with the License. A copy of the License is available at <http://www.sun.com/>

The Original Code is _____. The Initial Developer of the Original Code is _____. Portions created by _____ are Copyright (C) _____. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[_____] License"), in which case the provisions of [_____] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [_____] License and not to allow others to use your version of this file under the SPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [_____] License. If you do not delete the provisions above, a recipient may use your version of this file under either the SPL or the [_____] 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.]

SUN MICROSYSTEMS, INC. BINARY CODE LICENSE AGREEMENT

Note: This license agreement is provided for your reference. It is what you will find in the Java software package that you download and governs the use of the Java software package. To complete the installation of and use the Java software package, you will be required to agree to the terms set forth below.

Sun Microsystems, Inc
Binary Code License Agreement
for the JAVA 2 PLATFORM STANDARD EDITION RUNTIME ENVIRONMENT 5.0

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

1. **DEFINITIONS.** "Software" means the identified above in binary form, any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Sun, and any user manuals, programming guides and other documentation provided to you by Sun under this Agreement. "Programs" mean Java applets and applications intended to run on the Java 2 Platform Standard Edition (J2SE platform) platform on Java-enabled general purpose desktop computers and servers.

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLEMENTAL LICENSE TERMS

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

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

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

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

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

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

For inquiries please contact: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A. (LFI#141623/Form ID#011801)

World Wide Web Consortium

Under the terms of the World Wide Web Consortium ("W3C") license, Oracle is required to provide the following notices.

The W3C License

W3C® SOFTWARE NOTICE AND LICENSE

<http://www.w3.org/Consortium/Legal/2002/copyright-software-20021231>

This work (and included software, documentation such as READMEs, or other related items) is being provided by the copyright holders under the following license. By obtaining, using and/or copying this work, you (the licensee) agree that you have read, understood, and will comply with the following terms and conditions.

Permission to copy, modify, and distribute this software and its documentation, with or without modification, for any purpose and without fee or royalty is hereby granted, provided that you include the following on ALL copies of the software and documentation or portions thereof, including modifications:

1. The full text of this NOTICE in a location viewable to users of the redistributed or derivative work.
2. Any pre-existing intellectual property disclaimers, notices, or terms and conditions. If none exist, the W3C Software Short Notice should be included (hypertext is preferred, text is permitted) within the body of any redistributed or derivative code.
3. Notice of any changes or modifications to the files, including the date changes were made. (We recommend you provide URIs to the location from which the code is derived.)

THIS SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS," AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

COPYRIGHT HOLDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE SOFTWARE OR DOCUMENTATION.

The name and trademarks of copyright holders may NOT be used in advertising or publicity pertaining to the software without specific, written prior permission. Title to copyright in this software and any associated documentation will at all times remain with copyright holders.