



GOVERNIKUS
COM **VIBILIA**®
eBO Edition

Nutzungsbedingungen Governikus COM Vibilia eBO

Governikus COM Vibilia eBO, Version 10.16.0

© 2025 Governikus GmbH & Co. KG

Nutzungsbedingungen Governikus COM Vibilia

Bitte lesen Sie diese Nutzungsbedingungen sorgfältig, bevor Sie die Standardsoftware Governikus COM Vibilia (nachfolgend "Software" genannt) installieren. Falls die unten aufgeführten Voraussetzungen für die Nutzung der Software auf Sie, bzw. ihren Arbeitgeber nicht zutreffen, sind Sie nicht berechtigt, die Software zu installieren oder zu verwenden.

Die Software ist urheberrechtlich geschützt und ausschließliches Eigentum der Governikus GmbH & Co. KG (nachfolgend Governikus KG genannt).

Diese Nutzungsbedingungen gelten für alle Editionen der Standardsoftware Governikus COM Vibilia

Zur Nutzung der Software ist berechtigt, wer von der Governikus KG bzw. von einem zur Nutzungsüberlassung berechtigten Dritten eine Lizenz erworben hat oder wer aufgrund des Beitritts zum Projekt "Pflege Governikus" zur Nutzung berechtigt ist. Solch ein Vertrag regelt die Nutzung aller zugehörigen Medien, gedruckten Materialien und Dokumentationen im "Online"- oder elektronischem Format. Die Software umfasst auch sämtliche Updates und Ergänzungen zu der ursprünglich von der Governikus KG überlassenen beziehungsweise bereitgestellten Software.

Die vorliegenden Nutzungsbedingungen erläutern den rechtlichen Rahmen für die Nutzung der Software in dem jeweiligen Release-Stand.

Sollten Sie eine modifizierte Version von Governikus COM Vibilia installieren, gelten die vorliegenden Nutzungsbedingungen nur, soweit die besonderen Nutzungsbedingungen dieser Versionen, nicht eine speziellere Regelung enthalten. Grundsätzlich gelten die vorliegenden Nutzungsbedingungen ergänzend zu den besonderen Nutzungsbedingungen.

1 Nutzungsberechtigung aufgrund des Erwerbs einer Lizenz

Nutzungsberechtigung aufgrund des Erwerbs einer Lizenz von der Governikus KG oder von einem zur Lizenzüberlassung berechtigten Dritten

Soweit keine abweichenden vertraglichen Vereinbarungen zwischen der Governikus KG und Ihnen getroffen wurden, gelten für die Nutzung der Software die "Ergänzenden Vertragsbedingungen für die zeitlich unbefristete Überlassung von Standardsoftware" (EVB-IT Überlassung Typ A). Wurde abweichend hiervon eine zeitlich befristete Überlassung der Software vereinbart, gelten die "Ergänzenden Vertragsbedingungen für die zeitlich befristete Überlassung von Standardsoftware" (EVB-IT Überlassung Typ B).

Für den Fall der Nutzung der Software gemeinsam mit dem Elektronischen Gerichts- und Verwaltungspostfach (EGVP), weisen wir darauf hin, dass das EGVP-Programm nicht durch die Governikus KG, sondern durch die Bundesrepublik Deutschland vertreten durch die am EGVP-System teilnehmenden Gerichten und Behörden zur Nutzung überlassen wurde. Die Nutzung der Software wird davon nicht berührt, so dass diese Nutzungsbedingungen hierfür einschlägig sind.

2 Nutzungsberechtigung aufgrund des Beitritts zum Projekt "Pflege Governikus"

Die öffentliche Verwaltung in Deutschland, nämlich Bund, Länder und Kommunen haben sich in der Gemeinschaft "Pflege Governikus" zusammengeschlossen. Soweit ein Beitritt zu der Gemeinschaft "Pflege Governikus" erfolgt ist, wurde allen Stellen der beigetretenen Länder, Gemeinden und Gemeindeverbände sowie dem Bund, die auch zur Nutzung von Governikus berechtigt sind, ein nicht ausschließliches und nicht übertragbares, zeitlich unbegrenztes Nutzungsrecht an der Standardsoftware " Governikus COM Vibilia " eingeräumt. Dies gilt für die Standard-Edition COM Vibilia.

Dies gilt nicht für die besonderen Editionen von COM Vibilia wie etwa

- a) COM Vibilia eBO Edition
- b) COM Vibilia Starter Edition
- c) COM Vibilia REST Edition
- d) COM Vibilia StB Edition

3 Nutzungsrechte

1. Soweit keine abweichenden vertraglichen Vereinbarungen zwischen der Governikus KG und dem Lizenznehmer getroffen wurden, bilden die vorliegenden Nutzungsbedingungen rechtlichen Rahmen für die Nutzung der Standardsoftware Governikus COM Vibilia.
2. Governikus COM Vibilia sowie dazugehörige Medien, gedruckte Materialien und Dokumentationen – im elektronischen oder „online“- Format – (im Folgenden „Software“ genannt) sind ausschließliches Eigentum der Governikus KG.
3. Allein für die COM Vibilia Starter Edition gilt, dass die Governikus KG berechtigt ist, die entgeltfreie Nutzung der Software jederzeit nach einer Ankündigungsfrist von wenigstens drei Monaten zu beenden. Dies kann dadurch erfolgen, dass die Governikus KG die Funktionalitäten der Software weiter einschränkt und/oder den Download-Server abstellt. Dabei wird zunächst die Funktion des Versendens von Nachrichten deaktiviert, sodass für eine Übergangszeit das Empfangen und Lesen von eingehenden Nachrichten möglich bleibt. Nach dieser Übergangszeit von wenigstens drei Monaten werden auch dieser Funktionen deaktiviert. Weiter gilt allein für die COM Vibilia Starter Edition, dass die Governikus KG die Anzahl der versendbaren Nachrichten beschränken kann.
4. Die Governikus KG stellt den für die Nutzung der Validierungsfunktion erforderlichen Validierungsdienst über das Internet zur Verfügung. Die Governikus KG behält sich vor, die in der Software angegebenen Adressinformationen des Validierungsdienstes wie Hostname, Port und Pfad, von Zeit zu Zeit zu ändern, wenn dies technisch notwendig ist. Über solch eine Veränderung wird die Governikus KG auf ihren Webseiten informieren und dort die aktuelle URL mitteilen.
5. Die Software nutzt die im nachfolgenden Kapitel aufgelisteten Softwareprodukte von Drittherstellern („3rd Party Software“). Diese unterliegen gesonderten Nutzungsbedingungen.

6. Sondernutzungsbedingungen

Zusätzlich zu den oben aufgeführten Bestimmungen gelten die in dieser Ziffer 6 aufgeführten Sondernutzungsbedingungen für den Fall, dass der Nutzer die Software

a) außerhalb der in Ziffer 3 beschriebenen Governikus Pflege gegen ein Entgelt

aa) direkt von der Governikus KG oder

bb) von einem Vertriebspartner der Governikus KG entweder einzeln oder in einem Produktpaket

erworben oder

b) als Demo-Version erhalten hat.

6.1. Nutzung

- 6.1.1. Die Governikus KG versichert, dass die Governikus KG Rechtsinhaberin der erworbenen Software ist. Diese Software ist urheberrechtlich geschützt. Mit dem Recht zur Nutzung der Software wird ein einfacher Anspruch auf Überlassung eines Anwendungshandbuchs gewährt.

- 6.1.2. Mit der Überlassung der Software räumt die Governikus KG dem Kunden das Recht ein, die Software unter den hierin angegebenen Sondernutzungsbedingungen zu nutzen. Eine weitergehende Nutzung oder Verwertung ist ausgeschlossen.
- 6.1.3. Nutzung der Software ist jedes dauerhafte oder vorübergehende, ganze oder teilweise Vervielfältigen der Software durch das Speichern, Laden, Ablaufen oder Anzeigen zum Zwecke der Ausführung des Programms und Verarbeitung von in der Software enthaltenen Daten durch den Computer. Der Kunde ist auch berechtigt, die genannten Handlungen zum Zwecke der Beobachtung und Untersuchung sowie zum Test der Software auszuführen.
- 6.1.4. Die Software darf geändert oder bearbeitet werden, soweit dies zur bestimmungsgemäßen Nutzung, zur Verbindung der Software mit anderen Programmen und zur Fehlerkorrektur notwendig ist. In der Software enthaltene Firmennamen, Warenzeichen, Copyright-Vermerke und sonstige Vermerke über Rechtsvorbehalte dürfen nicht geändert werden und sind in geänderte oder bearbeitete Fassungen der Software zu übernehmen. In diesem Fall ist der Copyright-Vermerk von der Governikus KG um einen entsprechenden Hinweis zu ergänzen, der die vorgenommene Änderung und deren Urheber erkennen lassen.
- 6.1.5. Sofern nicht der Quellcode der Software offenliegt, ist eine Rückübersetzung des Programmcodes (Dekompilieren) nur unter den gesetzlichen Beschränkungen gemäß § 69 e UrhG zulässig. Weitergehende Rückübersetzungen sind ausgeschlossen.
- 6.1.6. Der Kunde ist berechtigt, von der Software eine Sicherungskopie herzustellen, wenn dies zur Sicherung der künftigen Benutzung der Software erforderlich ist.
- 6.1.7. Die Laufzeit dieser Nutzungsberechtigung ist nicht begrenzt. Bei Verstößen gegen diese Bedingungen ist die Governikus KG jedoch berechtigt, die Nutzungsberechtigung zu widerrufen.
- 6.2. Weitergabe
 - 6.2.1 Der Kunde ist berechtigt, die Software nur zusammen mit diesen Nutzungsbedingungen an einen nachfolgenden Nutzer abzugeben. Diese Berechtigung erstreckt sich nicht auf Kopien oder Teilkopien der Software und auch nicht auf die Weitergabe der geänderten oder bearbeiteten Fassungen oder davon hergestellten Kopien oder Teilkopien. Soweit die Software nicht auf einen festen Datenträger übergeben wurde, bedeutet Kopie jede weitere Kopie der erhaltenen Software.
 - 6.2.2. Mit der Abgabe der Software geht die Berechtigung zur Nutzung auf den nachfolgenden Nutzer über, der damit im Sinne dieser Bedingungen an die Stelle des Kunden tritt. Zugleich erlischt die Berechtigung des Kunden zur Nutzung.
 - 6.2.3. Mit der Weitergabe hat der Kunde alle Kopien und Teilkopien des Programms sowie geänderte oder bearbeitete Fassungen und davon hergestellte Kopien und Teilkopien umgehend und vollständig zu löschen oder auf andere Weise zu vernichten. Dies gilt auch für alle Sicherungskopien.

- 6.2.4. Für die Weitergabe der Software durch den jeweiligen Nutzer an einen nachfolgenden Nutzer tritt dieser an die Stelle des vorausgehenden Nutzers im oben dargestellten Sinne.
- 6.3. Alle weitergehenden Rechte zur Nutzung und Verwertung der Software bleiben vorbehalten. Unberührt bleiben die Verwertungsrechte des Kunden an eigenen Programmen, die unter bestimmungsgemäßer Benutzung der erworbenen Software entwickelt oder betrieben werden sowie an allen anderen Arbeitsergebnissen, die durch die Benutzung der Software erzielt werden.
- 6.4. Gewährleistung und Haftung
 - 6.4.1. Es wird darauf hingewiesen, dass es nach dem Stand der Technik nicht möglich ist, Computersoftware so zu erstellen, dass sie in allen Kombinationen und Anwendungen fehlerfrei arbeitet. Vertragsgegenstand ist daher nur eine im Sinne der Beschreibung und Benutzungsanleitung grundsätzlich nutzbare Software. Die Gewährleistung ist gem. § 524 Abs. 1 BGB auf arglistig verschwiegene Sachmängel der Software begrenzt.
 - 6.4.2. Der Kunde verwendet das Programm ausschließlich auf eigenes Risiko. Die Haftung der Governikus KG ist gemäß § 521 BGB auf Vorsatz und grobe Fahrlässigkeit beschränkt. Die Governikus KG haftet nicht für entgangenen Umsatz oder Gewinn oder den Verlust von Daten oder für direkte, indirekte, spezielle, logisch folgende, beiläufige oder einschließende Schäden, die durch den Gebrauch oder die Unmöglichkeit des Gebrauchs des Softwareprodukts verursacht wurden, es sei denn, die Governikus KG hat vorsätzlich gehandelt. Dies gilt auch, wenn die Governikus KG von der Möglichkeit solcher Schädigungen benachrichtigt worden ist.

4 Software von Drittanbietern

In der Software sind die nachfolgend aufgelisteten Softwareprodukte von Drittherstellern ("3rd Party Software") enthalten. Diese unterliegen gesonderten Lizenzbedingungen. Alle Lizenztexte werden mit diesem Dokument mitgeliefert und können im Kapitel 1 nachgelesen werden.

3rd Party Software	Version	File	License
AdoptOpenJDK	17.0.11+9	Jdk	GNU General Public License, version 2, with the Classpath Exception
Apache Batik SVG Toolkit	1.18	batik-all-1.18.jar	Apache License 2.0
Apache Commons Compress	1.27.1	commons-compress-1.27.1.jar	Apache License 2.0
Apache Commons Codec	1.17.2	commons-codec-1.17.2.jar	Apache License 2.0
Apache Commons HttpClient	4.5.14	httpclient-4.5.14.jar	Apache License 2.0
Apache Commons HttpClient	4.4.16	httpcore-4.4.16.jar,	Apache License 2.0
Apache Commons Collections	3.2.2	commons-collections3.2.2	Apache License 2.0
Apache Commons IO	2.18.0	commons-io-2.18.0.jar	Apache License 2.0
Apache Commons Lang	3.17.0	commons-lang3-3.17.0.jar	Apache License 2.0
Apache Commons Text	1.13.0	commons-text-1.13.0.jar	Apache License 2.0
Apache XML Commons External Components	1.3.04	xml-apis-ext 1.3.04.jar	Apache License 2.0
Cryptacular Library	1.2.7	cryptacular-1.2.7.jar	Apache License 2.0 GPL 3.0
Apache CXF	3.5.10	cxfr 3.5.10*	Apache License 2.0
Apache Formatting Objects Processor (FOP)	2.10	fop-2.10.jar*	Apache License 2.0
Apache Logging Service	2.24.3	log4j-api-2.24.3.jar, log4j-core-2.24.3.jar, log4j-slf4j-impl-2.24.3.jar	Apache License 2.0

3rd Party Software	Version	File	License
Simple Logging Facade for Java (SLF4J)	2.0.16	slf4j-api-2.0.16.jar, log4j-over-slf4j-2.0.16.jar, jcl-over-slf4j-2.0.16.jar, jul-to-slf4j-2.0.13.jar	Apache License 2.0 MIT License
Project Lombok	1.18.36	lombok-1.18.36.jar	MIT License
Apache Neethi	3.2.0	neethi 3.2.0	Apache License 2.0
Apache pdfbox	2.0.32	fontbox-2.0.32.jar, pdfbox-2.0.32.jar, xmpbox-2.0.32.jar	Apache License 2.0
Apache Velocity Engine	2.4.1	velocity-engine-core-2.4.1.jar	Apache License 2.0
Apache WSS4J	2.4.3	wss4j 2.4.3*	Apache License 2.0
Apache XML Graphics Commons	2.10	xmlgraphics-commons-2.10.jar	Apache License 2.0
Apache XML Security (Santuario)	2.3.5	xmlsec-2.3.5.jar	Apache License 2.0
ASM	9.7	asm-9.7.jar	BSD Licence 3
Bouncy Castle Security Provider	1.79	bcpkix-jdk18on-1.79.jar, bcprov-jdk18on-1.79.jar, bcutil-jdk18on-1.79.jar	Bouncy Castle License
DSS	5.12.1	dss.jar*	GNU Lesser General Public License, version 2.1
DVDV-Bibliothek	2.13.0	dvdv-api-2.13.0.jar, dvdv-impl-2.13.0.jar	EUROPEAN UNION PUBLIC LICENCE v. 1.2 (EUPL)
Extended StAX API	2.1.0	stax-ex-2.1.0.jar	Eclipse Distribution License - v 1.0
Stax2 API	4.2.1	stax2-api 4.2.1	BSD2-clause Licence 2
Freemarker	2.3.32	freemarker-2.3.32.jar	Apache License 2.0
GMBAL API Only	4.0.3	gmbal-api-only-4.0.3.jar	CDDL+GPL
Graal VM/JavaScript/Truffle	24.1.1	collections-24.1.1.jar, graal-sdk-24.1.1.jar, jniutils-24.1.1.jar, js-language-24.1.1.jar, js-scriptengine-24.1.1.jar, nativebridge-24.1.1.jar, nativeimage-	UPL

3rd Party Software	Version	File	License
		24.1.1.jar, polyglot-24.1.1.jar und truffle-*-24.1.1.jar	
Gson	2.11.0	converter-gson-2.11.0.jar, gson-2.11.0.jar	Apache License 2.0
Guava	33.4.0	guava-33.4.0-jre.jar	Apache License 2.0
International Component for Unicode for Java (ICU4J)	24.1.1	icu4j-24.1.1.jar	ICU
JACOB (Java-COM bridge) (FreemanSoft Inc)	1.21	jacob-1.21.jar	GNU Lesser General Public License, version 2.1
Java Support	7.5.2	java-support 7.5.2	Apache License 2.0
JavaFX Base, Controls, Graphics, Media, Swing und Web	21.0.5	javafx-*.jar	GPLv2 with classpath exception
Java Native Access	5.15.0	jna 5.15.0	LGPL-2.1-or-later & Apache-2.0
JavaMail API	1.6.2	javax.mail-api-1.6.2.jar javax.mail-1.6.2.jar	CDDL Version 1.1
Java Servlet API	4.0.1	javax.servlet-api 4.0.1	CDDL Version 1.1, GPL 2.0, LGPL 2.1
Jasypt (Java Simplified Encryption)	1.9.3	jasypt 1.9.3	Apache License 2.0
JAXB Core	2.3.0.1	jaxb-core-2.3.0.1.jar	CDDL Version 1.1
JAXB Runtime	2.3.6	jaxb-runtime-2.3.6.jar	Eclipse Distribution License - v 1.0
JAXB2 Basics Runtime	0.12.0	jaxb2-basics-runtime- 0.12.0.jar	BSD Licence 2
Jackson Module	2.18.1	jackson-*.jar	Apache License 2.0
Jakarta Activation	2.0.1	jakarta.activation-2.0.1.jar, jakarta.activation-api- 2.0.1.jar	Eclipse Distribution License - v 1.0
Jakarta Mail	2.0.1	jakarta.mail 2.0.1	Eclipse Distribution License - v 1.0
Jakarta Activation	1.2.2	jakarta.activation-1.2.2.jar, jakarta.activation-api- 1.2.2.jar	Eclipse Distribution License - v 1.0

3rd Party Software	Version	File	License
Jakarta Annotations API	1.3.5	jakarta.annotation-api 1.3.5	Eclipse Public License 2.0
Jakarta Web Services Metadata API	2.1.0	jakarta.jws-api-2.1.0.jar	Eclipse Distribution License - v 1.0
Jakarta XML Bind API	2.3.3	jakarta.xml.bind-api-2.3.3.jar	Eclipse Distribution License - v 1.0
Jakarta SOAP with Attachments API	1.4.2	jakarta.xml.soap-api-1.4.2.jar	Eclipse Distribution License - v 1.0
Jakarta XML Web Services API	2.3.3	jakarta.xml.ws-api-2.3.3.jar	Eclipse Distribution License - v 1.0
Java JWT	3.19.4	java-jwt-3.19.4.jar	MIT License
JetBrains Java Annotations	13.0	annotations-13.0.jar	Apache License 2.0
Joda Time	2.13.0	joda-time-2.13.0.jar	Apache License 2.0
FindBugs JSR305	3.0.2	jsr305 3.0.2	Apache License 2.0
Istack Common Utility Code Runtime	3.0.12	istack-commons-runtime-3.0.11.jar	Eclipse Distribution License - v 1.0
JDesktop Integration Componentes (JDIC)		jdic.jar, jdic-native.jar, jdic_stub.jar	JDIC License**
Keycloak	26.0.8	keycloak-*26.0.8.jar	Apache License 2.0
Kotlin Stdlib	2.0.21	kotlin-*-2.0.21.jar	Apache License 2.0
OkHttp	4.12.0	okhttp-4.12.0.jar	Apache License 2.0
Okio	3.10.2	Okio-*-3.10.2.jar	Apache License 2.0
Open Card Framework		-	OpenCard CS License
OpenSAML	3.4.6	opensaml 3.4.6*	Apache License 2.0
OSCI-Bibliothek	2.4.2	osci-bibliothek.jar	EUROPEAN UNION PUBLIC LICENCE v. 1.2 (EUPL)
Retrofit	2.11.0	retrofit-2.11.0.jar	Apache License 2.0
SAAJ Impl	1.5.3	saaj-impl-1.5.3.jar	Eclipse Distribution License - v 1.0
WS-Policy implementation	2.7.10	policy-2.7.10.jar	Eclipse Distribution License - v 1.0
XML Streambuffer	2.1.0	streambuffer-2.1.0.jar	Eclipse Distribution License - v 1.0

3rd Party Software	Version	File	License
Woodstox	7.1.0	woodstox-core-7.1.0.jar	Apache License 2.0
Java stub generator for WSDL	1.6.3	wsdl4j-1.6.3.jar	CPL 1.0
XML Commons Resolver Component	1.2	xml-resolver-1.2.jar	Apache License 2.0
XMLSchema Core	2.3.1	xmlschema-core-2.3.1.jar	Apache License 2.0
XOM Dual Streaming	1.3.9	xom-1.3.9.jar	LGPL 2.1

Tabelle 1: Software von Drittanbietern

5 Governikus Auftragsverarbeitungsvereinbarung – AVV

Diese Nutzungsbedingungen für Governikus COM Vibilia regeln allein die Bedingungen, unter denen der Nutzer die Software nutzen kann. In der Software kann der Nutzer ein oder mehrere Postfächer anlegen, die auf Verzeichnisdienste wie beispielsweise einen Registrierungsserver, SAFE, DVDV oder andere zugreifen. Diese Verzeichnisdienste wie auch die OSCI-Manager werden von Dritten betrieben. Die Bedingungen, unter denen der Nutzer der Software diese Dienste Dritter nutzt, sind zwischen dem Nutzer und dem Diensteanbieter zu vereinbaren. Diese Nutzungsbedingungen für Governikus COM Vibilia beinhalten keine Bedingungen für die Nutzung von Diensten Dritter.

Soweit Governikus – im Folgenden Auftragnehmer genannt – einen Dienst betreibt, bei dem durch Governikus personenbezogene Daten verarbeitet werden, gilt die Governikus Auftragsverarbeitungsvereinbarung – AVV – mit der Annahme dieser Nutzungsbedingungen als vereinbart.

1. Gegenstand, Dauer, Art und Zweck des Auftrags
 - 1.1. Der Auftragnehmer verarbeitet personenbezogene Daten im Auftrag des Auftraggebers im Sinne von Art. 4 Nr. 2 und Art. 28 DSGVO.
 - 1.2. Gegenstand, Art und Zweck der Datenverarbeitung durch den Auftragnehmer sind in der Leistungsbeschreibung für den jeweils vertragsgegenständlichen Dienst von Governikus beschrieben.
 - 1.3. Der Auftragnehmer verarbeitet die personenbezogenen Daten ausschließlich im Gebiet der Bundesrepublik Deutschland, in einem Mitgliedsstaat der Europäischen Union oder in einem anderen Vertragsstaat des Abkommens über den Europäischen Wirtschaftsraum. Die Verarbeitung von personenbezogenen Daten in einem Drittstaat bedarf der vorherigen Zustimmung des Auftraggebers und darf nur erfolgen, wenn die besonderen Voraussetzungen der Art. 44 ff. DSGVO erfüllt sind.
2. Rechte und Pflichten
 - 2.1. Der Auftraggeber ist alleine verantwortlich für die Beurteilung der rechtlichen Zulässigkeit der Datenverarbeitung, sowie für die Wahrung der Rechte der betroffenen Personen. Gesetzliche oder vertragliche Haftungsregelungen bleiben hiervon unberührt.
 - 2.2. Sollte eine betroffene Person sich bezüglich ihrer Rechte gem. Art. 12 bis 22 DSGVO an den Auftragnehmer wenden, so hat der Auftragnehmer das Ersuchen unverzüglich an den Auftraggeber weiterzuleiten. Der Auftragnehmer unterstützt den Auftraggeber mit geeigneten technischen und organisatorischen Maßnahmen, damit dieser seine Pflichten gem. Art. 12 bis 22 DSGVO gegenüber der betroffenen Person erfüllen kann.
 - 2.3. Der Auftragnehmer hat auf Anfrage an der Erstellung und Aktualisierung des Verzeichnisses der Verarbeitungstätigkeiten mitzuwirken. Der Auftragnehmer wirkt bei der Erstellung einer Datenschutz-Folgenabschätzung und gegebenenfalls bei der vorherigen Konsultation der Aufsichtsbehörde mit. Er hat dem Auftraggeber alle erforderlichen Angaben und Dokumente auf Anfrage zur Verfügung zu stellen.

- 2.4. Der Auftragnehmer sichert zu, dass er die bei der Durchführung der Arbeiten beschäftigten Mitarbeiter vor Aufnahme der Tätigkeiten mit den für sie maßgebenden Bestimmungen des Datenschutzes vertraut macht und für die Zeit ihrer Tätigkeit wie auch nach Beendigung des Beschäftigtenverhältnisses in geeigneter Weise zur Verschwiegenheit verpflichtet. Der Auftragnehmer überwacht die Einhaltung der datenschutzrechtlichen Vorschriften in seinem Unternehmen.
- 2.5. Beim Auftragnehmer ist ein Beauftragter für den Datenschutz bestellt, der seine Tätigkeiten gem. Art. 38 und 39 DSGVO ausüben kann. Ein Wechsel des Datenschutzbeauftragten ist dem Auftraggeber unverzüglich mitzuteilen. Sofern der Auftragnehmer nicht zur Bestellung eines Datenschutzbeauftragten verpflichtet ist, teilt er dieses dem Auftraggeber mit.
3. Technische und organisatorische Maßnahmen zum Schutz der personenbezogenen Daten
 - 3.1. Der Auftragnehmer wird in seinem Verantwortungsbereich angemessene technische und organisatorische Maßnahmen zum Schutz der personenbezogenen Daten treffen, die den Anforderungen der Datenschutz-Grundverordnung gem. Art. 32 DSGVO genügen. Die technischen und organisatorischen Maßnahmen haben die Vertraulichkeit, Integrität, Verfügbarkeit und Belastbarkeit der eingesetzten Systeme und Dienste sicherzustellen. Die Maßnahmen haben einen dem Risiko angemessenes Schutzniveau zu gewährleisten.
 - 3.2. Die getroffenen Maßnahmen sind im Unteranhang 1 dieser Vereinbarung zu dokumentieren und dem Auftraggeber zur Prüfung zu übergeben. Bei Akzeptanz durch den Auftraggeber werden die dokumentierten Maßnahmen Grundlage dieser Vereinbarung. Als Faktoren zum Nachweis der Umsetzung geeigneter technischer und organisatorischer Maßnahmen kann die Einhaltung genehmigter Verhaltensregeln gem. Art. 40 DSGVO oder ein genehmigtes Zertifizierungsverfahren gem. Art. 42 DSGVO herangezogen werden.
 - 3.3. Die technischen und organisatorischen Maßnahmen unterliegen dem technischen Fortschritt und der Weiterentwicklung. Insoweit ist es dem Auftragnehmer gestattet, alternative adäquate Maßnahmen umzusetzen. Dabei darf das Sicherheitsniveau der festgelegten Maßnahmen nicht unterschritten werden. Wesentliche Änderungen sind zu dokumentieren und dem Auftraggeber zur Verfügung zu stellen.
4. Berichtigung, Löschung und Sperrung von personenbezogenen Daten

Der Auftragnehmer darf die Daten, die im Auftrag verarbeitet werden, nicht eigenmächtig, sondern nur auf Weisung des Auftraggebers berichtigen, löschen oder deren Verarbeitung einschränken.
5. Kontrollrechte und -pflichten
 - 5.1. Der Auftragnehmer stellt sicher, dass sich der Auftraggeber von der Einhaltung der Pflichten des Auftragnehmers nach Art. 28 DSGVO überzeugen kann. Der Auftragnehmer verpflichtet sich, dem Auftraggeber auf Anforderung die erforderlichen Auskünfte zu erteilen und insbesondere die Umsetzung der technischen und organisatorischen Maßnahmen nachzuweisen.

5.2. Der Auftraggeber hat das Recht, im Benehmen mit dem Auftragnehmer Überprüfungen durchzuführen oder durch im Einzelfall zu benennende Prüfer durchführen zu lassen. Er hat das Recht, sich durch Stichprobenkontrollen, die in der Regel rechtzeitig anzumelden sind, von der Einhaltung dieser Vereinbarung durch den Auftragnehmer in dessen Geschäftsbetrieb zu überzeugen.

6. Unterauftragsverhältnisse

6.1. Der Auftragnehmer kann Leistungen an Unterauftragnehmer nur mit schriftlicher Zustimmung des Auftraggebers vergeben.

6.2. Ein Unterauftragsverhältnis im Sinne dieser Regelung liegt insbesondere vor, wenn der Auftragnehmer weitere Auftragnehmer mit der ganzen oder einem Teil der im Vertrag vereinbarten Leistung beauftragt. Nicht als Unterauftragsverhältnis im Sinne dieser Regelung sind solche Dienstleistungen zu verstehen, die der Auftragnehmer bei Dritten als Nebenleistung zur Unterstützung bei der Auftragsdurchführung in Anspruch nimmt. Hierzu zählen z.B. Telekommunikationsleistungen, Wartung und Benutzerservice, Reinigungskräfte, Prüfer oder die Entsorgung von Datenträgern sowie sonstige Maßnahmen zur Sicherstellung der Vertraulichkeit, Verfügbarkeit, Integrität und Belastbarkeit der Hard- und Software von Datenverarbeitungssystemen in Anspruch nimmt. Der Auftragnehmer ist jedoch verpflichtet, zur Gewährung des Datenschutzes und der Datensicherheit der Daten des Auftraggebers auch bei fremd vergebenen Nebenleistungen angemessene und gesetzeskonforme vertragliche Vereinbarungen zu treffen.

6.3. Der Zugriff auf Daten durch den Unterauftragnehmer darf erst erfolgen, sofern der Auftragnehmer im Rahmen eines schriftlichen Vertrags mit den Unterauftragnehmer sichergestellt hat, dass die in diesem Vertrag vereinbarten Regelungen auch gegenüber den Unterauftragnehmer gelten, wobei insbesondere hinreichende Garantien dafür geboten werden müssen, dass die geeigneten technischen und organisatorischen Maßnahmen so durchgeführt werden, dass die Verarbeitung entsprechend den Anforderungen der DSGVO erfolgt.

6.4. Derzeit sind die in Unteranhang 2 genannten Unternehmen zur Durchführung des vereinbarten Auftrages als Unterauftragnehmer eingesetzt. Die in Unteranhang 2 genannten Unterauftragsverhältnisse gelten als genehmigt, sofern die in Ziffer 6.3 genannten Voraussetzungen umgesetzt sind.

7. Mitteilungspflichten

Der Auftragnehmer unterrichtet den Auftraggeber unverzüglich über Störungen des Betriebsablaufs, die Gefahren für die Daten des Auftraggebers mit sich bringen, sowie über Datenschutzverletzungen die im Zusammenhang mit den Daten des Auftraggebers stehen. Gleiches gilt, wenn der Auftragnehmer feststellt, dass die bei ihm getroffenen Sicherheitsmaßnahmen den gesetzlichen Anforderungen nicht genügen. Dem Auftragnehmer ist bekannt, dass der Auftraggeber verpflichtet ist, umfassend alle Verletzungen des Schutzes personenbezogener Daten zu dokumentieren und ggf. den Aufsichtsbehörden bzw. der betroffenen Person unverzüglich mitzuteilen. Sofern es zu solchen Verletzungen gekommen ist, wird der Auftragnehmer den Auftraggeber bei der Einhaltung seiner Meldepflichten unterstützen.

8. Weisungsbefugnisse

- 8.1. Der Auftragnehmer verarbeitet personenbezogene Daten ausschließlich im Rahmen der getroffenen Vereinbarungen und nach Weisungen des Auftraggebers, sofern er nicht zu einer anderen Verarbeitung durch das Recht der Union oder der Mitgliedstaaten, dem der Auftragnehmer unterliegt, hierzu verpflichtet ist (z. B. Ermittlungen von Strafverfolgungs- oder Staatsschutzbehörden); in einem solchen Fall teilt der Auftragnehmer dem Verantwortlichen diese rechtlichen Anforderungen vor der Verarbeitung mit, sofern das betreffende Recht eine solche Mitteilung nicht wegen eines wichtigen öffentlichen Interesses verbietet.
- 8.2. Mündliche Weisungen wird der Auftraggeber unverzüglich schriftlich oder in Textform bestätigen. Der Auftragnehmer verwendet die Daten für keine anderen Zwecke und ist insbesondere nicht berechtigt, sie an Dritte weiterzugeben. Kopien und Duplikate werden ohne Wissen des Auftraggebers nicht erstellt. Hiervon ausgenommen sind Sicherheitskopien, soweit sie zur Gewährleistung einer ordnungsgemäßen Datenverarbeitung erforderlich sind, sowie Daten, die im Hinblick auf die Einhaltung gesetzlicher Aufbewahrungspflichten erforderlich sind.
- 8.3. Der Auftragnehmer wird den Auftraggeber unverzüglich darauf aufmerksam machen, wenn eine vom Auftraggeber erteilte Weisung seiner Meinung nach gegen gesetzliche Vorschriften verstößt. Der Auftragnehmer ist berechtigt, die Durchführung der entsprechenden Weisung solange auszusetzen, bis sie durch den Verantwortlichen beim Auftraggeber nach Überprüfung bestätigt oder geändert wurde.
9. Umgang mit personenbezogenen Daten bei Vertragsbeendigung
 - 9.1. Unabhängig von dem Recht des Auftraggebers, über die für ihn verarbeiteten Daten uneingeschränkt zu verfügen und deren Herausgabe bzw. Rückübertragung zu verlangen, gelten für die Beendigung der Zusammenarbeit die nachfolgenden Absätze.
 - 9.2. Nach Abschluss der vertraglichen Arbeiten oder früher nach Aufforderung durch den Auftraggeber – spätestens mit Beendigung der Leistungsvereinbarung – hat der Auftragnehmer sämtliche in seinen Besitz gelangte Unterlagen, erstellte Verarbeitungs- und Nutzungsergebnisse sowie Datenbestände, die im Zusammenhang mit dem Auftragsverhältnis stehen, dem Auftraggeber auszuhändigen oder nach vorheriger Zustimmung datenschutzgerecht zu vernichten bzw. zu löschen. Die Löschung ist in geeigneter Weise zu dokumentieren. Gleiches gilt für Test- und Ausschussmaterial. Das Protokoll der Löschung ist auf Anforderung vorzulegen.
 - 9.3. Dokumentationen, die dem Nachweis der auftrags- und ordnungsgemäßen Datenverarbeitung dienen, sind durch den Auftragnehmer entsprechend der jeweiligen Aufbewahrungsfristen über das Vertragsende hinaus aufzubewahren. Er kann sie zu seiner Entlastung bei Vertragsende dem Auftraggeber übergeben.
10. Schlussbestimmungen
 - 10.1. Sollten die Daten des Auftraggebers beim Auftragnehmer durch Pfändung oder Beschlagnahme, durch ein Insolvenz- oder Vergleichsverfahren oder durch sonstige Ereignisse oder Maßnahmen Dritter gefährdet werden, so hat der Auftragnehmer den Auftraggeber unverzüglich darüber zu informieren. Der Auftragnehmer wird alle in diesem Zusammenhang Verantwortlichen unverzüglich darüber informieren, dass die Hoheit und das Eigentum an den Daten ausschließlich beim Auftraggeber liegen.

- 10.2. Die übrigen Regelungen des dieser Vereinbarung zugrundeliegenden Vertrags über die vom Auftragnehmer zu erbringenden Leistungen bleiben von dieser Governikus Auftragsdatenvereinbarung unberührt.
- 10.3. Die Laufzeit dieser Governikus Auftragsdatenvereinbarung ist gebunden an den Bestand des dieser Vereinbarung zugrundeliegenden Vertrags über die vom Auftragnehmer zu erbringenden Leistungen. Diese Governikus Auftragsdatenvereinbarung bedarf für ihre Geltung keiner separaten Unterschrift. Sie gilt als Zusatzvereinbarung mit Abschluss des dieser Vereinbarung zugrundeliegenden Vertrags über die vom Auftragnehmer zu erbringenden Leistungen als mitvereinbart.

Unteranhang 1: Technische und organisatorische Maßnahmen gemäß Artikel 32 DSGVO

Die folgenden Punkte stellen die Gesamtheit der umgesetzten Maßnahmen dar. Je nach Dienstleistung und Kundenvereinbarung sind nicht alle aufgeführten Punkte anwendbar.

A. Allgemeines

- a) Es ist ein Datenschutzbeauftragter bestellt.
- b) Alle Personen, die personenbezogene Daten erheben, verarbeiten und nutzen, sind auf die Verschwiegenheit verpflichtet.
- c) Alle Personen bei dem Unterauftragnehmer gemäß des Unteranhangs 2, die Verkehrsdaten erheben, verarbeiten und nutzen, sind auf das Fernmeldegeheimnis gem. § 88 TKG verpflichtet.
- d) Es existiert eine Richtlinie zur Informationssicherheit und ist allen Beschäftigten zugänglich und bekannt.
- e) Es sind Notfallkonzepte vorhanden und einsehbar, die ein Business Continuity Management (BCM) ermöglichen. Das Hauptrechenzentrum des Unterauftragnehmers gemäß des Unteranhangs 2 wird regelmäßig nach ISO 27001 zertifiziert.

B. Maßnahmen zur Sicherstellung der Vertraulichkeit und Integrität

a) Zutrittskontrolle

Es sind technische und organisatorische Maßnahmen zu treffen, die sicherstellen, dass Unbefugte keinen Zutritt zu Datenverarbeitungssystemen mit denen personenbezogene Daten verarbeitet oder genutzt werden, erhalten.

Relevant für RZ-Dienstleistungen.

Getroffene Maßnahmen:

1. Es besteht ein Zutrittskontrollsystem zum Schutz vor unbefugtem Zutritt zu den Datenverarbeitungssystemen. Im Hauptrechenzentrum des Unterauftragnehmers gemäß des Unteranhangs 2 sind zwei Faktoren für den Zutritt erforderlich, Biometrie sowie berechtigter Codeträger. Im Nebenrechenzentrum genügt für den Zutritt der berechnete Codeträger. An beiden Standorten ist ein Notfallzutritt mit einem zentral hinterlegten Schlüssel möglich. Die Nutzung dieses Notfallzutritts löst dabei einen Alarm aus.
2. Die Verantwortlichkeiten und Rollen bezüglich des Zutrittskontrollsystems sind geregelt.
3. Es gibt ein dokumentiertes Verfahren zur Vergabe und zum Entzug von Zutrittsrechten.
4. Die vergebenen Zutrittsrechte werden protokolliert.
5. Die Räumlichkeiten, in denen die Datenverarbeitungssysteme untergebracht sind, verfügen über eine Alarmanlage.
6. Türen und Fenster der Räumlichkeiten, in denen die Datenverarbeitungssysteme untergebracht sind, sind so gesichert, dass ein unberechtigtes Betreten nicht möglich ist, bzw. einen Alarm auslösen wird.

Externe (z.B. Wartungspersonal, Reinigungsdienste) erhalten Zutritts zu den

Räumlichkeiten, in denen die Datenverarbeitungssysteme untergebracht sind ausschließlich in Begleitung hierzu berechtigter Mitarbeiter des Unterauftragnehmers gemäß des Unteranhangs 2.

7. . Auf diese Weise gewährter Zutritt wird protokolliert.

b) Zugangskontrolle

Es sind technische und organisatorische Maßnahmen zu treffen, die sicherstellen, dass Datenverarbeitungssysteme nicht von Unbefugten genutzt werden können.

Relevant für RZ-Dienstleistungen sowie teilweise für Managed Services des Unterauftragnehmers gemäß des Unteranhangs 2.

Getroffene Maßnahmen:

1. Der Zugang zu den Datenverarbeitungssystemen ist durch ein personalisiertes Passwort geschützt.
2. Die Passwortnutzung wird protokolliert sofern die betreffenden Systeme dies zulassen.
3. Es gibt eine Richtlinie zur Verwendung von Passwörtern. Diese regelt folgende Punkte:
 - Komplexität des Passwortes
 - Änderungsintervalle der Passwörter
 - Keine Verwendung von Trivialpasswörtern
 - Regelungen zur Weitergabe von Passwörtern
4. Die Datenverarbeitungssysteme geben eine regelmäßige Änderung der Passwörter vor sofern die betreffenden Systeme dies zulassen.
5. Zur Verhinderung des Ausspähens des Passworts wird nach einer bestimmten Anzahl von Fehlversuchen der Zugang gesperrt bzw. zeitlich verzögert.
6. Es wird ein dokumentiertes Verfahren zur Genehmigung der Berechtigung des Zugangs auf die Datenverarbeitungssysteme bei Einstellung sowie Ausscheiden von Mitarbeitern verwendet. Dieses Verfahren sieht auch Regelungen bezüglich des Entzugs von Berechtigungen vor.
7. Der Zugang wird bei Inaktivität nach einer vorab festgelegten Zeit gesperrt sofern die betreffenden Systeme dies zulassen.
8. Die Passwörter werden verschlüsselt gespeichert sofern die betreffenden Systeme dies zulassen.
9. Die externen Zugänge zum Netzwerk werden in der Regel durch eine Zwei-Faktor-Authentifizierung geschützt.
10. Die Übertragung von Authentisierungsgeheimnissen (Credentials) erfolgt im Netzwerk verschlüsselt.

c) Protokollierung und Protokollauswertung

(Siehe auch Zugriffs-, Eingabe- und Auftragskontrolle)

Relevant für RZ-Dienstleistungen sowie teilweise für Managed Services des

Unterauftragnehmers gemäß des Unteranhangs 2.

Getroffene Maßnahmen

1. Administrative Anmeldungen werden protokolliert.
2. Unbefugte Anmeldeversuche werden protokolliert sofern die betreffenden Systeme dies zulassen.
3. Der Umfang der Protokollierung richtet sich nach dem Schutzbedarf der Daten unter Berücksichtigung der Sensibilität und der Eintrittswahrscheinlichkeit einer Gefährdung. Dies erfordert bei kundenspezifischen Diensten ggf. die Mitwirkung des Kunden, indem dieser Informationen zur Sensibilität der Daten liefert.

d) Maßnahmen zum Schutz der Datenverarbeitungssysteme

Es existieren Richtlinien für eine sichere Konfiguration von Datenverarbeitungssystemen.

Relevant für RZ-Dienstleistungen sowie teilweise für Managed Services des Unterauftragnehmers gemäß des Unteranhangs 2.

Getroffene Maßnahmen

1. Die Datenverarbeitungssysteme sind gehärtet. Beispiel: Entfernen von nicht benötigten Diensten und Funktionalitäten
2. Das Netzwerk ist angemessen segmentiert.
3. Es existiert ein mehrstufiges Firewall-Konzept.
4. Es existiert ein System zur Erkennung und Abwehr von Angriffen (IPS).
5. Es existiert ein System mit Maßnahmen zur Erkennung, Verhinderung und Beseitigung von Malware.
6. Personenbezogene Daten werden in manchen Fällen via WLAN übertragen. Hierbei gelten folgende Schutzmaßnahmen:
 - Verbindungen via WLAN werden wie externe Zugriffe behandelt, d.h. es muss eine sichere VPN-Verbindung, i.d.R. mit 2-Faktor-Authentifizierung aufgebaut werden, um Dienste nutzen zu können. Im WLAN wird zudem ein starker Verschlüsselungsmechanismus (WPA2) eingesetzt.
 - Es gibt keine einfache Authentifizierung mit einem WLAN-Kennwort für Alle, sondern es kommt eine individuelle Authentifizierung nach IEEE 802.1X zur Anwendung.
 - Im Rahmen des Netzwerkbetriebs wird auch die Firmware der WLAN-Accesspoints aktuell gehalten. Bekannt gewordene Schwachstellen werden im Rahmen des Security Incident Management Prozesses behandelt.
7. Es erfolgen Zugriffe auf Systeme im Rahmen einer Fernwartung. Für die Absicherung dieser Zugriffe wurden Festlegungen getroffen und Verfahren vorgegeben.
8. Es existiert eine Richtlinie für den Umgang mit mobilen Datenträgern.
9. Personenbezogene Daten werden im Normalfall verschlüsselt übertragen.
10. Es existiert ein Verbot der Nutzung von privater Software.

e) Sicherheitsmanagement

Relevant für Managed Services des Unterauftragnehmers gemäß des Unteranhangs 2.

Getroffene Maßnahmen

1. Im Rahmen des Schwachstellenmanagements werden externe Quellen zur Erkennung von neuen Sicherheitslücken herangezogen, z.B. CERT Bund, CERT Nord, Heise.de.
2. Im Rahmen des Schwachstellenmanagements findet eine Bewertung der Kritikalität bekannt gewordener Schwachstellen und der Auswirkungen fehlerhafter Patches statt. Sicherheitspatches werden nach ggf. erforderlichen Tests zeitnah eingespielt.
3. Das Vorgehen im Fall von Sicherheitsvorfällen ist im Teilprozess „Security Incident Management“ des Informationssicherheitsmanagementsystems beschrieben.

f) Zugriffskontrolle

Es sind technische und organisatorische Maßnahmen zu treffen, die gewährleisten, dass die zur Benutzung eines Datenverarbeitungssystems Berechtigten ausschließlich auf die ihrer Zugriffsberechtigung unterliegenden Daten zugreifen können und dass personenbezogene Daten bei der Verarbeitung, Nutzung und nach der Speicherung nicht unbefugt gelesen, kopiert, verändert oder entfernt werden können.

Relevant für RZ-Dienstleistungen.

Getroffene Maßnahmen

1. Es existiert ein Berechtigungskonzept, das die Berechtigungen zum Zugriff auf die Daten regelt. Hierbei sind folgende Punkte berücksichtigt:
 - Differenzierung nach Verarbeitungsmöglichkeiten (lesen, schreiben, löschen), sofern dies technisch möglich ist
 - Regelungen zur Aktivierung und Deaktivierung von Zugriffsrechten
2. Änderungen der Zugriffsberechtigungen werden protokolliert.
3. Jeder Mitarbeiter erhält nur die Zugriffsrechte, die er zur Aufgabenerfüllung benötigt (Need-to-know-Prinzip).
4. Es gibt ein dokumentiertes Verfahren zur Genehmigung und Deaktivierung von Zugriffsrechten.
5. Die Entsorgung von Unterlagen, Fehldrucken etc. erfolgt durch ein zertifiziertes Unternehmen.

g) Mandantentrennung

Es sind technische und organisatorische Maßnahmen zu treffen die gewährleisten, dass personenbezogene Daten unterschiedlicher juristischer Personen getrennt verarbeitet werden können.

Relevant für RZ-Dienstleistungen.

Getroffene Maßnahmen

1. Die Trennung der Verarbeitung der für unterschiedliche Zwecke erhobenen Daten erfolgt je nach Dienst und Kundenanforderung auf unterschiedliche Weise.
 - Logische Mandantentrennung
 - Physikalische Mandantentrennung
 - Trennung über Zugriffsberechtigungen
2. Es erfolgt eine Trennung zwischen Test- und Produktivdaten.

h) Weitergabekontrolle

Es sind technische und organisatorische Maßnahmen zu treffen, die gewährleisten,

- dass personenbezogene Daten bei der elektronischen Übertragung oder während ihres Transports oder ihrer Speicherung auf Datenträger nicht unbefugt gelesen, kopiert, verändert oder entfernt werden können und
- dass überprüft und festgestellt werden kann, an welcher Stelle eine Übermittlung personenbezogener Daten durch Einrichtungen zur Datenübertragung vorgesehen ist.

Relevant für RZ-Dienstleistungen.

Getroffene Maßnahmen

1. Die Vernichtung von Datenträgern bzw. mobilen Datenträgern erfolgt durch einen zertifizierten Entsorger.
2. Darüber hinaus findet grundsätzlich keine Weitergabe von personenbezogenen Daten statt.
3. Es werden keine Datenträger im Rahmen von Wartungs- oder Reparaturarbeiten an Dienstleister weitergegeben.

C. Maßnahmen zur Sicherstellung der Verfügbarkeit

a) Verfügbarkeitskontrolle

Es sind technische und organisatorische Maßnahmen zu treffen, die gewährleisten, dass personenbezogene Daten gegen zufällige Zerstörung oder Verlust geschützt sind.

Relevant für RZ-Dienstleistungen.

Getroffene Maßnahmen

1. Die Verantwortlichkeiten bezüglich der Datensicherung sind verbindlich geregelt.
2. Folgende Maßnahmen gegen eine zufällige Zerstörung oder gegen einen Verlust der Daten stehen zur Verfügung und kommen je nach Dienst und Kundenvereinbarung zum Einsatz:
 - Speichernetzwerk (SAN/NAS)
 - Geografisch-getrennte Redundanz
 - Festplattenspiegelung (RAID)

- Backupverfahren
 - Unterbrechungsfreie Stromversorgung
 - Überspannungsschutz
 - Löschanlage
3. Eine Datensicherung erfolgt in angemessenen Intervallen bzw. gemäß Vereinbarung mit dem Kunden.
 4. Die Sicherungs-Daten werden vor Kenntnisnahme durch Dritte je nach Vereinbarung mit dem Kunden durch folgende Maßnahmen gesichert:
 - Verschlüsseltes Behältnis
 - Verschlüsselte Räumlichkeiten (im RZ Relevant des Unterauftragnehmers gemäß des Unteranhangs 2)
 - Zugangs- und Zugriffsberechtigungen
 5. Die Verfahren der Datensicherung werden regelmäßig auf ihre Wirksamkeit kontrolliert.
 6. Bei der Datensicherung werden die gesetzlich vorgeschriebenen Speicherfristen entsprechend der Vorgabe des Kunden berücksichtigt.

Unteranhang 2: Technische und organisatorische Maßnahmen

Derzeit sind Unternehmen zur Durchführung des vereinbarten Auftrages als Unterauftragnehmer eingesetzt:

- BREKOM GmbH, Am Weser-Terminal 1, 28217 Bremen

6 Lizenzen der Bibliotheken von Drittherstellern

6.1 Apache License 2.0

Apache License (v. 2.0): apache.org/licenses/LICENSE-2.0.html

=====

Apache License

Version 2.0, January 2004

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

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

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

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

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

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

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

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

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

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

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

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

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

licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

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

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

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

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

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

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

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

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and

customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

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

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

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

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License");
you may not use this file except in compliance with the License.
You may obtain a copy of the License at

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

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

6.2 Bouncy Castle License

<https://www.bouncycastle.org/licence.html>

=====

Please note this should be read in the same way as the MIT license.

Please also note this licensing model is made possible through funding from donations and the sale of support contracts.

License

Copyright (c) 2000 - 2018 The Legion of the Bouncy Castle Inc.
(<https://www.bouncycastle.org>)

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

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

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

6.3 BSD 2 clause license

<https://www.freebsd.org/copyright/freebsd-license.html>

=====

The FreeBSD Copyright

Copyright 1992-2018 The FreeBSD Project.

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.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR 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 AUTHOR 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.

The views and conclusions contained in the software and documentation are those of the authors and should not be interpreted as representing official policies, either expressed or implied, of the FreeBSD Project.

6.4 BSD 3 clause license

Note: This license has also been called the "New BSD License" or "Modified BSD License". See also the 2-clause BSD License.

Copyright <YEAR> <COPYRIGHT HOLDER>

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

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER 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.

6.5 COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.1

1. Definitions.

- 1.1. "Contributor" means each individual or entity that creates or contributes to the creation of Modifications.
- 1.2. "Contributor Version" means the combination of the Original Software, prior Modifications used by a Contributor (if any), and the Modifications made by that particular Contributor.
- 1.3. "Covered Software" means (a) the Original Software, or (b) Modifications, or (c) the combination of files containing Original Software with files containing Modifications, in each case including portions thereof.
- 1.4. "Executable" means the Covered Software in any form other than Source Code.
- 1.5. "Initial Developer" means the individual or entity that first makes Original Software available under this License.

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

1.7. "License" means this document.

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

1.9. "Modifications" means the Source Code and Executable form of any of the following:

A. Any file that results from an addition to, deletion from or modification of the contents of a file containing Original Software or previous Modifications;

B. Any new file that contains any part of the Original Software or previous Modification; or

C. Any new file that is contributed or otherwise made available under the terms of this License.

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

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

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

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

2. License Grants.

2.1. The Initial Developer Grant.

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

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

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

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

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

2.2. Contributor Grant.

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

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

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

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

(d) Notwithstanding Section 2.2(b) above, no patent license is granted: (1) for any code that Contributor has deleted from the Contributor Version; (2) for infringements caused by: (i) third party modifications of Contributor Version, or (ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or (3) under Patent Claims infringed by Covered Software in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Availability of Source Code.

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

3.2. Modifications.

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

3.3. Required Notices.

You must include a notice in each of Your Modifications that identifies You as the Contributor of the Modification. You may not remove or alter any copyright, patent or trademark notices

contained within the Covered Software, or any notices of licensing or any descriptive text giving attribution to any Contributor or the Initial Developer.

3.4. Application of Additional Terms.

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

3.5. Distribution of Executable Versions.

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

3.6. Larger Works.

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

4. Versions of the License.

4.1. New Versions.

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

4.2. Effect of New Versions.

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

4.3. Modified Versions.

When You are an Initial Developer and You want to create a new license for Your Original Software, You may create and use a modified version of this License if You:

(a) rename the license and remove any references to the name of the license steward (except to note that the license differs from this License); and (b) otherwise make it clear that the license contains terms which differ from this License.

5. DISCLAIMER OF WARRANTY.

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

6. TERMINATION.

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

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

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

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

7. LIMITATION OF LIABILITY.

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

8. U.S. GOVERNMENT END USERS.

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

9. MISCELLANEOUS.

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

10. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

NOTICE PURSUANT TO SECTION 9 OF THE COMMON DEVELOPMENT AND
DISTRIBUTION LICENSE (CDDL)

The code released under the CDDL shall be governed by the laws of the State of California (excluding conflict-of-law provisions). Any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California and the state courts of the State of California, with venue lying in Santa Clara County, California.

CPL 1.0

<https://opensource.org/licenses/cpl1.0.php>

=====

Common Public License Version 1.0 (CPL)

(NOTE: This license has been superseded by the Eclipse Public License)

(text)

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.

6.6 Eclipse Distribution License – v 1.0

Copyright (c) 2007, Eclipse Foundation, Inc. and its licensors.

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 Eclipse Foundation, Inc. nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

6.7 Eclipse Public License 2.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS ECLIPSE

PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION

OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

a) in the case of the initial Contributor, the initial content 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 changes or additions to the Program that

are not Modified Works.

"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 or any Secondary License (as applicable), including Contributors.

"Derivative Works" shall mean any work, whether in Source Code or other form, that is based on (or derived from) the Program and for which the

editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship.

"Modified Works" shall mean any work in Source Code or other form that results from an addition to, deletion from, or modification of the contents of the Program, including, for purposes of clarity any new file in Source Code form that contains any contents of the Program. Modified Works shall not include works that contain only declarations, interfaces, types, classes, structures, or files of the Program solely in each case in order to link to, bind by name, or subclass the Program or Modified Works thereof.

"Distribute" means the acts of a) distributing or b) making available in any manner that enables the transfer of a copy.

"Source Code" means the form of a Program preferred for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Secondary License" means either the GNU General Public License, Version 2.0, or any later versions of that license, including any exceptions or additional permissions as identified by the initial Contributor.

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.

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 or other 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.

e) Notwithstanding the terms of any Secondary License, no Contributor makes additional grants to any Recipient (other than those set forth in this Agreement) as a result of such Recipient's

receipt of the Program under the terms of a Secondary License
(if permitted under the terms of Section 3).

3. REQUIREMENTS

3.1 If a Contributor Distributes the Program in any form, then:

a) the Program must also be made available as Source Code, in accordance with section 3.2, and the Contributor must accompany the Program with a statement that the Source Code for the Program is available under this Agreement, and informs Recipients how to obtain it in a reasonable manner on or through a medium customarily used for software exchange; and

b) the Contributor may Distribute the Program under a license different than this Agreement, provided that such license:

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

iii) does not attempt to limit or alter the recipients' rights in the Source Code under section 3.2; and

iv) requires any subsequent distribution of the Program by any party to be under a license that satisfies the requirements of this section 3.

3.2 When the Program is Distributed as Source Code:

a) it must be made available under this Agreement, or if the Program (i) is combined with other material in a separate file or files made available under a Secondary License, and (ii) the initial Contributor attached to the Source Code the notice described in Exhibit A of this Agreement, then the Program may be made available under the terms of such Secondary Licenses, and

b) a copy of this Agreement must be included with each copy of the Program.

3.3 Contributors may not remove or alter any copyright, patent, trademark, attribution notices, disclaimers of warranty, or limitations of liability ("notices") contained within the Program from any copy of the Program which they Distribute, provided that Contributors may add their own appropriate notices.

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, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST

PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)

ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE

EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

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

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

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of

time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be Distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to Distribute the Program (including its Contributions) under the new version.

Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved. Nothing in this Agreement is intended to be enforceable by any entity that is not a Contributor or Recipient. No third-party beneficiary rights are created under this Agreement.

Exhibit A - Form of Secondary Licenses Notice

"This Source Code may also be made available under the following

Secondary Licenses when the conditions for such availability set forth in the Eclipse Public License, v. 2.0 are satisfied: {name license(s), version(s), and exceptions or additional permissions here}."

Simply including a copy of this Agreement, including this Exhibit A is not sufficient to license the Source Code under Secondary Licenses.

If it is not possible or desirable to put the notice in a particular file, then You may include the notice in a location (such as a LICENSE file in a relevant directory) where a recipient would be likely to look for such a notice.

You may add additional accurate notices of copyright ownership.

The GNU General Public License (GPL) Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.

51 Franklin Street, Fifth Floor

Boston, MA 02110-1335

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

How to Apply These Terms to Your New Programs

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

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

One line to give the program's name and a brief idea of what it does.

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

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program 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 General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software

Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1335 USA

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

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

```
Gnomovision version 69, Copyright (C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type
`show w'. This is free software, and you are welcome to redistribute
it under certain conditions; type `show c' for details.
```

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than `show w' and `show c'; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

```
Yoyodyne, Inc., hereby disclaims all copyright interest in the
program `Gnomovision' (which makes passes at compilers) written by
James Hacker.
```

```
signature of Ty Coon, 1 April 1989
Ty Coon, President of Vice
```

This General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Library General Public License instead of this License.

CLASSPATH EXCEPTION

Linking this library statically or dynamically with other modules is making a combined work based on this library. Thus, the terms and

conditions of the GNU General Public License version 2 cover the whole combination.

As a special exception, the copyright holders of this library give you permission to link this library with independent modules to produce an executable, regardless of the license terms of these independent modules, and to copy and distribute the resulting executable under terms of your choice, provided that you also meet, for each linked independent module, the terms and conditions of the license of that module. An independent module is a module which is not derived from or based on this library. If you modify this library, you may extend this exception to your version of the library, but you are not obligated to do so. If you do not wish to do so, delete this exception statement from your version.

6.8 EUROPEAN UNION PUBLIC LICENCE v. 1.2

EUROPEAN UNION PUBLIC LICENCE v. 1.2
EUPL © the European Union 2007, 2016

This European Union Public Licence (the 'EUPL') applies to the Work (as defined below) which is provided under the terms of this Licence. Any use of the Work, other than as authorised under this Licence is prohibited (to the extent such use is covered by a right of the copyright holder of the Work).

The Work is provided under the terms of this Licence when the Licensor (as defined below) has placed the following notice immediately following the copyright notice for the Work:

Licensed under the EUPL

or has expressed by any other means his willingness to license under the EUPL.

1. Definitions

In this Licence, the following terms have the following meaning:

- 'The Licence': this Licence.
- 'The Original Work': the work or software distributed or communicated by the Licensor under this Licence, available as Source Code and also as Executable Code as the case may be.
- 'Derivative Works': the works or software that could be created by the Licensee, based upon the Original Work or modifications thereof. This Licence does not define the extent of modification or dependence on the Original Work required in order to classify a work as a Derivative Work; this extent is determined by copyright law applicable in the country mentioned in Article 15.
- 'The Work': the Original Work or its Derivative Works.
- 'The Source Code': the human-readable form of the Work which is the most convenient for people to study and modify.
- 'The Executable Code': any code which has generally been compiled and which is meant to be interpreted by a computer as a program.
- 'The Licensor': the natural or legal person that distributes or communicates the Work under the Licence.
- 'Contributor(s)': any natural or legal person who modifies the Work under the Licence, or otherwise contributes to the creation of a Derivative Work.
- 'The Licensee' or 'You': any natural or legal person who makes any usage of the Work under the terms of the Licence.
- 'Distribution' or 'Communication': any act of selling, giving, lending, renting, distributing, communicating, transmitting, or otherwise making available, online or offline, copies of the Work or providing access to its essential functionalities at the disposal of any other natural or legal person.

2. Scope of the rights granted by the Licence

The Licensor hereby grants You a worldwide, royalty-free, non-exclusive, sublicensable licence to do the following, for the duration of copyright vested in the Original Work:

- use the Work in any circumstance and for all usage,
- reproduce the Work,
- modify the Work, and make Derivative Works based upon the Work,
- communicate to the public, including the right to make available or display the Work or copies thereof to the public and perform publicly, as the case may be, the Work,
- distribute the Work or copies thereof,
- lend and rent the Work or copies thereof,
- sublicense rights in the Work or copies thereof.

Those rights can be exercised on any media, supports and formats, whether now known or later invented, as far as the applicable law permits so.

In the countries where moral rights apply, the Licensor waives his right to exercise his moral right to the extent allowed by law in order to make effective the licence of the economic rights here above listed.

The Licensor grants to the Licensee royalty-free, non-exclusive usage rights to any patents held by the Licensor, to the extent necessary to make use of the rights granted on the Work under this Licence.

3. Communication of the Source Code

The Licensor may provide the Work either in its Source Code form, or as Executable Code. If the Work is provided as Executable Code, the Licensor provides in addition a machine-readable copy of the Source Code of the Work along with each copy of the Work that the Licensor distributes or indicates, in a notice following the copyright notice attached to the Work, a repository where the Source Code is easily and freely accessible for as long as the Licensor continues to distribute or communicate the Work.

4. Limitations on copyright

Nothing in this Licence is intended to deprive the Licensee of the benefits from any exception or limitation to the exclusive rights of the rights owners in the Work, of the exhaustion of those rights or of other applicable limitations thereto.

5. Obligations of the Licensee

The grant of the rights mentioned above is subject to some restrictions and obligations imposed on the Licensee. Those obligations are the following:

Attribution right: The Licensee shall keep intact all copyright, patent or trademarks notices and all notices that refer to the Licence and to the disclaimer of warranties. The Licensee must include a copy of such notices and a copy of the Licence with every copy of the Work he/she distributes or communicates. The Licensee must cause any Derivative Work to carry prominent notices stating that the Work has been modified and the date of modification.

Copyright clause: If the Licensee distributes or communicates copies of the Original Works or Derivative Works, this Distribution or Communication will be done under the terms of this Licence or of a later version of this Licence unless the Original Work is expressly distributed only under this version of the Licence — for example by communicating 'EUPL v. 1.2 only'. The Licensee

(becoming Licensor) cannot offer or impose any additional terms or conditions on the Work or Derivative Work that alter or restrict the terms of the Licence.

Compatibility clause: If the Licensee Distributes or Communicates Derivative Works or copies thereof based upon both the Work and another work licensed under a Compatible Licence, this Distribution or Communication can be done under the terms of this Compatible Licence. For the sake of this clause, 'Compatible Licence' refers to the licences listed in the appendix attached to this Licence. Should the Licensee's obligations under the Compatible Licence conflict with his/her obligations under this Licence, the obligations of the Compatible Licence shall prevail.

Provision of Source Code: When distributing or communicating copies of the Work, the Licensee will provide a machine-readable copy of the Source Code or indicate a repository where this Source will be easily and freely available for as long as the Licensee continues to distribute or communicate the Work.

Legal Protection: This Licence does not grant permission to use the trade names, trademarks, service marks, or 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 copyright notice.

6. Chain of Authorship

The original Licensor warrants that the copyright in the Original Work granted hereunder is owned by him/her or licensed to him/her and that he/she has the power and authority to grant the Licence.

Each Contributor warrants that the copyright in the modifications he/she brings to the Work are owned by him/her or licensed to him/her and that he/she has the power and authority to grant the Licence.

Each time You accept the Licence, the original Licensor and subsequent Contributors grant You a licence to their contributions to the Work, under the terms of this Licence.

7. Disclaimer of Warranty

The Work is a work in progress, which is continuously improved by numerous Contributors. It is not a finished work and may therefore contain defects or 'bugs' inherent to this type of development.

For the above reason, the Work is provided under the Licence on an 'as is' basis and without warranties of any kind concerning the Work, including without limitation merchantability, fitness for a particular purpose, absence of defects or errors, accuracy, non-infringement of intellectual property rights other than copyright as stated in Article 6 of this Licence.

This disclaimer of warranty is an essential part of the Licence and a condition for the grant of any rights to the Work.

8. Disclaimer of Liability

Except in the cases of wilful misconduct or damages directly caused to natural persons, the Licensor will in no event be liable for any direct or indirect, material or moral, damages of any kind, arising out of the Licence or of the use of the Work, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data or any commercial damage, even if the Licensor has been advised of the possibility of such damage.

However, the Licensor will be liable under statutory product liability laws as far such laws apply to the Work.

9. Additional agreements

While distributing the Work, You may choose to conclude an additional agreement, defining obligations or services consistent with this Licence. However, if accepting obligations, You may act only on your own behalf and on your sole responsibility, not on behalf of the original Licensor or 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 the fact You have accepted any warranty or additional liability.

10. Acceptance of the Licence

The provisions of this Licence can be accepted by clicking on an icon 'I agree' placed under the bottom of a window displaying the text of this Licence or by affirming consent in any other similar way, in accordance with the rules of applicable law. Clicking on that icon indicates your clear and irrevocable acceptance of this Licence and all of its terms and conditions.

Similarly, you irrevocably accept this Licence and all of its terms and conditions by exercising any rights granted to You by Article 2 of this Licence, such as the use of the Work, the creation by You of a Derivative Work or the Distribution or Communication by You of the Work or copies thereof.

11. Information to the public

In case of any Distribution or Communication of the Work by means of electronic communication by You (for example, by offering to download the Work from a remote location) the distribution channel or media (for example, a website) must at least provide to the public the information requested by the applicable law regarding the Licensor, the Licence and the way it may be accessible, concluded, stored and reproduced by the Licensee.

12. Termination of the Licence

The Licence and the rights granted hereunder will terminate automatically upon any breach by the Licensee of the terms of the Licence.

Such a termination will not terminate the licences of any person who has received the Work from the Licensee under the Licence, provided such persons remain in full compliance with the Licence.

13. Miscellaneous

Without prejudice of Article 9 above, the Licence represents the complete agreement between the Parties as to the Work.

If any provision of the Licence is invalid or unenforceable under applicable law, this will not affect the validity or enforceability of the Licence as a whole. Such provision will be construed or reformed so as necessary to make it valid and enforceable.

The European Commission may publish other linguistic versions or new versions of this Licence or updated versions of the Appendix, so far this is required and reasonable, without reducing the scope of the rights granted by the Licence. New versions of the Licence will be published with a unique version number.

All linguistic versions of this Licence, approved by the European Commission, have identical value. Parties can take advantage of the linguistic version of their choice.

14. Jurisdiction

Without prejudice to specific agreement between parties,

- any litigation resulting from the interpretation of this License, arising between the European Union institutions, bodies, offices or agencies, as a Licensor, and any Licensee, will be subject to the jurisdiction of the Court of Justice of the European Union, as laid down in article 272 of the Treaty on the Functioning of the European Union,
- any litigation arising between other parties and resulting from the interpretation of this License, will be subject to the exclusive jurisdiction of the competent court where the Licensor resides or conducts its primary business.

15. Applicable Law

Without prejudice to specific agreement between parties,

- this Licence shall be governed by the law of the European Union Member State where the Licensor has his seat, resides or has his registered office,
- this licence shall be governed by Belgian law if the Licensor has no seat, residence or registered office inside a European Union Member State.

Appendix

'Compatible Licences' according to Article 5 EUPL are:

- GNU General Public License (GPL) v. 2, v. 3
- GNU Affero General Public License (AGPL) v. 3
- Open Software License (OSL) v. 2.1, v. 3.0
- Eclipse Public License (EPL) v. 1.0
- CeCILL v. 2.0, v. 2.1
- Mozilla Public License (MPL) v. 2
- GNU Lesser General Public License (LGPL) v. 2.1, v. 3
- Creative Commons Attribution-ShareAlike v. 3.0 Unported (CC BY-SA 3.0) for works other than software
- European Union Public License (EUPL) v. 1.1, v. 1.2
- Québec Free and Open-Source Licence — Reciprocity (LiLiQ-R) or Strong Reciprocity (LiLiQ-R+).

The European Commission may update this Appendix to later versions of the above licences without producing a new version of the EUPL, as long as they provide the rights granted in Article 2 of this Licence and protect the covered Source Code from exclusive appropriation.

All other changes or additions to this Appendix require the production of a new EUPL version.

6.9 ICU License

See Terms of Use <<https://www.unicode.org/copyright.html>>
for definitions of Unicode Inc.'s Data Files and Software.

NOTICE TO USER: Carefully read the following legal agreement.
BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING UNICODE INC.'S
DATA FILES ("DATA FILES"), AND/OR SOFTWARE ("SOFTWARE"),
YOU UNEQUIVOCALLY ACCEPT, AND AGREE TO BE BOUND BY, ALL OF THE
TERMS AND CONDITIONS OF THIS AGREEMENT.
IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, COPY, DISTRIBUTE OR USE
THE DATA FILES OR SOFTWARE.

COPYRIGHT AND PERMISSION NOTICE

Copyright © 1991-2022 Unicode, Inc. All rights reserved.
Distributed under the Terms of Use in <https://www.unicode.org/copyright.html>.

Permission is hereby granted, free of charge, to any person obtaining
a copy of the Unicode data files and any associated documentation
(the "Data Files") or Unicode software and any associated documentation
(the "Software") to deal in the Data Files or Software
without restriction, including without limitation the rights to use,
copy, modify, merge, publish, distribute, and/or sell copies of
the Data Files or Software, and to permit persons to whom the Data Files
or Software are furnished to do so, provided that either
(a) this copyright and permission notice appear with all copies
of the Data Files or Software, or
(b) this copyright and permission notice appear in associated
Documentation.

THE DATA FILES AND SOFTWARE ARE 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 THE DATA FILES OR SOFTWARE.

Except as contained in this notice, the name of a copyright holder
shall not be used in advertising or otherwise to promote the sale,
use or other dealings in these Data Files or Software without prior
written authorization of the copyright holder.

Third-Party Software Licenses

This section contains third-party software notices and/or additional
terms for licensed third-party software components included within ICU
libraries.

ICU License - ICU 1.8.1 to ICU 57.1

COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1995-2016 International Business Machines Corporation and others
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.

All trademarks and registered trademarks mentioned herein are the property of their respective owners.

6.10JDIC License

Copyright (c) 2004 Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A. All rights reserved. Use is subject to license terms below. Sun, Sun Microsystems and the Sun logo are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and other countries. Notice: This product is covered by U.S. export control laws and may be subject to the export or import laws in other countries. These laws may restrict the fields of use for this software and may require you to secure government authorization. GNU Lesser General Public License Version 2.1, February 1999 Copyright (C) 1991, 1999 Free Software Foundation, Inc. 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed. [This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.] Preamble The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

When we speak of free software, we are referring to freedom of use, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish); that you receive source code or can get it if you want it; that you can change the software and use pieces of it in new free programs; and that you are informed that you can do these things. To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it. For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights. We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library. Seite 2 © bremen online services GmbH & Co. KG, Am Fallturm 9, 28359 Bremen 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, nonfree 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 Seite 3 © bremen online services GmbH & Co. KG, Am Fallturm 9, 28359 Bremen 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. Seite 4 © bremen online services GmbH & Co. KG, Am Fallturm 9, 28359 Bremen 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: Seite 5 © bremen online services GmbH & Co. KG, Am Fallturm 9, 28359 Bremen 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 Seite 7 © bremen online services GmbH & Co. KG, Am Fallturm 9, 28359 Bremen 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.

6.11 GNU General Public License, version 2, with the Classpath Exception

The GNU General Public License (GPL)

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.

59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

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

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

How to Apply These Terms to Your New Programs

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

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

One line to give the program's name and a brief idea of what it does.

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

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program 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 General Public License for more details.

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

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

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

Gnomovision version 69, Copyright (C) year name of author Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type 'show w'. This is free software, and you are welcome to redistribute it under certain conditions; type 'show c' for details.

The hypothetical commands 'show w' and 'show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than 'show w' and 'show c'; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the program
'Gnomovision' (which makes passes at compilers) written by James Hacker.

signature of Ty Coon, 1 April 1989

Ty Coon, President of Vice

This General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Library General Public License instead of this License.

"CLASSPATH" EXCEPTION TO THE GPL

Certain source files distributed by Oracle America and/or its affiliates are subject to the following clarification and special exception to the GPL, but only where Oracle has expressly included in the particular source file's header the words "Oracle designates this particular file as subject to the "Classpath" exception as provided by Oracle in the LICENSE file that accompanied this code."

Linking this library statically or dynamically with other modules is making a combined work based on this library. Thus, the terms and conditions of the GNU General Public License cover the whole combination.

As a special exception, the copyright holders of this library give you permission to link this library with independent modules to produce an

executable, regardless of the license terms of these independent modules, and to copy and distribute the resulting executable under terms of your choice, provided that you also meet, for each linked independent module, the terms and conditions of the license of that module. An independent module is a module which is not derived from or based on this library. If you modify this library, you may extend this exception to your version of the library, but you are not obligated to do so. If you do not wish to do so, delete this exception statement from your version.

ADDITIONAL INFORMATION ABOUT LICENSING

Certain files distributed by Oracle America, Inc. and/or its affiliates are subject to the following clarification and special exception to the GPLv2, based on the GNU Project exception for its Classpath libraries, known as the GNU Classpath Exception.

Note that Oracle includes multiple, independent programs in this software package. Some of those programs are provided under licenses deemed incompatible with the GPLv2 by the Free Software Foundation and others. For example, the package includes programs licensed under the Apache License, Version 2.0 and may include FreeType. Such programs are licensed to you under their original licenses.

Oracle facilitates your further distribution of this package by adding the Classpath Exception to the necessary parts of its GPLv2 code, which permits you to use that code in combination with other independent modules not licensed under the GPLv2. However, note that this would not permit you to

commingle code under an incompatible license with Oracle's GPLv2 licensed code by, for example, cutting and pasting such code into a file also containing Oracle's GPLv2 licensed code and then distributing the result.

Additionally, if you were to remove the Classpath Exception from any of the files to which it applies and distribute the result, you would likely be required to license some or all of the other code in that distribution under the GPLv2 as well, and since the GPLv2 is incompatible with the license terms of some items included in the distribution by Oracle, removing the Classpath Exception could therefore effectively compromise your ability to further distribute the package.

Failing to distribute notices associated with some files may also create unexpected legal consequences.

Proceed with caution and we recommend that you obtain the advice of a lawyer skilled in open source matters before removing the Classpath Exception or making modifications to this package which may subsequently be redistributed and/or involve the use of third party software.

6.12 GNU Lesser General Public License LGPL 2.1

<http://www.gnu.org/licenses/lgpl-2.1>

=====

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

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License).

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

one line to give the library's name and an idea of what it does.

Copyright (C) year name of author

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

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

You should also get your employer (if you work as a programmer) or your school, if any, to
sign a "copyright disclaimer" for the library, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in
the library `Frob' (a library for tweaking knobs) written
by James Random Hacker.

signature of Ty Coon, 1 April 1990

Ty Coon, President of Vice

That's all there is to it!

6.13 GNU Lesser General Public License LGPL 3.0

GNU LESSER GENERAL PUBLIC LICENSE Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<https://fsf.org/>>
Everyone is permitted to copy and distribute verbatim copies
of this license document, but changing it is not allowed.

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

0. Additional Definitions.

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

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

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

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

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

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

1. Exception to Section 3 of the GNU GPL.

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

2. Conveying Modified Versions.

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

- a) under this License, provided that you make a good faith effort to
ensure that, in the event an Application does not supply the
function or data, the facility still operates, and performs

whatever part of its purpose remains meaningful, or

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

3. Object Code Incorporating Material from Library Header Files.

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

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

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

4. Combined Works.

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

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

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

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

d) Do one of the following:

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

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

e) Provide Installation Information, but only if you would otherwise

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

5. Combined Libraries.

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

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

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

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

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

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

6.14 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.

6.15 OPEN CARD CONSORTIUM SOURCE LICENSE

Version 1.0

8/10/1999

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS OPEN CARD CONSORTIUM SOURCE LICENSE ("AGREEMENT"). ANY DOWNLOADING, USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

- a) in the case of Open Card Consortium ("OCC"), the Original Program, and
- b) in the case of each 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 the program changes or additions that make up the Contribution were made by that Contributor itself or by anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed separately or in conjunction with the Program under their own license agreement or no license agreement, and (ii) are not derivative works of the Program. Changes referred to in this paragraph may be deletions and/or other alterations. "Contributor" means OCC and any other entity that distributes the Program. If a Recipient distributes the Program, the Recipient becomes also a Contributor, with respect to other Recipients. "Distribute" means to furnish, make available, or otherwise provide to another person or entity outside of the Recipient's own organization. This definition does not include mere use or demonstration of the functioning software. This definition does not include provision of the Program's object code or documentation if the object code or

documentation so provided is obviously marked, on its face or cover, to reflect the copyright notices indicated in Section 3, or if in so providing the object code and documentation, the Recipient clearly indicates that they are subject to copyright protection but may be licensed from the Open Card Consortium or its licensees. "Licensed Patents " means 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. "Original Program" means the original version of the software accompanying this Agreement as released by OCC, including source code and/or object code and including documentation, if any. The Original Program as current at any given time may be available for licensing from the Open Card Consortium at www.opencard.org under this Agreement or a successor to this Agreement. "Program" means the Original Program, with any Contributions, as supplied by a Contributor to Recipient under this Agreement. Therefore, depending on the software and documentation actually received by Recipient, the Program may be (a) only the Original Program, or (b) the Original Program, accompanied by and/or modified by Contributions. "Recipient" means anyone who receives the Program under this Agreement.

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. This patent license shall not apply to any other combinations or hardware.

c) Recipient understands and agrees 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) Without changing the effect of Section 2(c), 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) the Contributor complies with the terms and conditions of this Agreement; and
- b) the Contributor's 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 under this Agreement, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When a Contributor distributes the Program in source code form:

- a) the Contributor must distribute it under this Agreement; and
- b) the Contributor must include a copy of this Agreement with each copy of the Program.

Each Contributor must include the following in a conspicuous location in the Program:

Copyright , {year(s) here}, Open Card Consortium and others. All Rights Reserved.
(Contributor should list here the years shown on the version received by the Contributor, as well as the year(s) of Contributor's Contributions),

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

Each Contributor agrees to provide condensed summaries of its Contributions to OCC periodically, from time to time on a schedule decided solely by Contributor, either with or without copies of the Program as modified by such Contributions.

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 must 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, except to the extent that the actual or alleged infringement arises from the Contribution(s) of the Commercial Contributor. 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.

Contributor may only state that the Program it distributes is compatible with the Open Card Framework if Contributor specifies the version of the Program with which compatibility is claimed and if such Program has passed the then-current, unmodified OCC compatibility tests for that version of the Open Card Framework available from OCC. OCC may at any time, but is never required to, audit the Program for compatibility. If OCC determines that the Program does not pass the applicable unmodified OCC compatibility tests, OCC may require the Contributor to cease claiming compatibility for that version. Contributor must comply promptly and will exert commercially reasonable efforts to notify its licensees that the Program as provided to them under a claim of compatibility is actually not compatible. Failure to comply promptly will be a breach of this Agreement under Section 7 below. Recipient understands that no trademark rights are granted by virtue of this Agreement; any licensing of such rights will be the subject of a separate agreement.

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. The reasonable period of time is never to exceed sixty (60) calendar days. If all Recipient's rights under this Agreement terminate, Recipient must cease using and distributing the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement, and any and all licenses granted by Recipient relating to the Program, shall continue and survive.

OCC may publish new versions (including revisions) of this Agreement from time to time. OCC may also publish new versions of the Program from time to time, possibly including Contributions, but OCC is never obligated to include any particular Contribution. Each new version of the Agreement, as well as each new version of the Program, will be given a distinguishing version number. Each Contributor may distribute a version of the Program, (with or without that Contributor's Contributions), subject to the version of the Agreement under which the Contributor properly received it, or under a newer version of this Agreement, as the Contributor may choose.

No one other than OCC has the right to modify this Agreement. 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, by 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.

6.16 Oracle Binary Code License Agreement for Java EE Technologies

https://download.oracle.com/otn-pub/java/licenses/OTN_JavaEE_Legacy_Binary-Code-License_30Jan2012.txt

=====

Oracle Binary Code License Agreement for Java EE Technologies

ORACLE AMERICA, INC. ("ORACLE"), FOR AND ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES UNDER COMMON CONTROL, IS WILLING TO LICENSE THE SOFTWARE 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 SELECTING THE "ACCEPT LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND/OR BY USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND AGREE TO THEM. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, THEN SELECT THE "DECLINE LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND YOU MUST NOT USE THE SOFTWARE ON THIS SITE OR ANY OTHER MEDIA ON WHICH THE SOFTWARE IS CONTAINED.

1. DEFINITIONS. "Software" means the software identified above in binary form that you selected for download, install or use (in the version You selected for download, install or use) from Oracle or its authorized licensees, 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 Oracle, and any user manuals, programming guides and other documentation provided to you by Oracle under this Agreement. "Programs" means Java technology applets and applications intended to run on the Java Platform, Enterprise Edition platform. "README File" means the README file for the Software set forth in the Software or otherwise available from Oracle at or through the following URL: <http://www.oracle.com/technetwork/java/javaee/documentation/index.html>.

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, Oracle grants you a non-exclusive, non-transferable, limited license without license fees to reproduce and use internally the Software complete and unmodified for the sole purpose of running Programs.

3. RESTRICTIONS. Software is copyrighted. Title to Software and all associated intellectual property rights is retained by Oracle and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that the Software is developed for general use in a variety of information management applications; it is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If you use the Software in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. Oracle 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 Oracle or its licensors is granted under this Agreement. Additional restrictions for developers are set forth in the Supplemental License Terms.

4. DISCLAIMER OF WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

6. **TERMINATION.** This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Oracle 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.

7. **EXPORT REGULATIONS.** You agree that U.S. export control laws and other applicable export and import laws govern your use of the Software, including technical data; additional information can be found on Oracle's Global Trade Compliance web site (<http://www.oracle.com/products/export>). You agree that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

8. **TRADEMARKS AND LOGOS.** You acknowledge and agree as between you and Oracle that Oracle owns the ORACLE and JAVA trademarks and all ORACLE- and JAVA-related trademarks, service marks, logos and other brand designations ("Oracle Marks"), and you agree to comply with the Third Party Usage Guidelines for Oracle Trademarks currently located at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>. Any use you make of the Oracle Marks inures to Oracle's benefit.

9. **U.S. GOVERNMENT LICENSE 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 shall be only those set forth in this Agreement.

10. **GOVERNING LAW.** This agreement is governed by the substantive and procedural laws of California. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco, or Santa Clara counties in California in any dispute arising out of or relating to this agreement.

11. **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.

12. **INTEGRATION.** This Agreement is the entire agreement between you and Oracle 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 FOR DEVELOPMENT LICENSE GRANT.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the README File incorporated herein by reference, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Oracle 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 README File, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Oracle 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 Oracle's interests consistent with the terms contained in this Agreement, and (vi) you agree to defend and indemnify Oracle 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. The license set forth in this Section B does not extend to the Software identified in Section D.

C. **LICENSE TO DISTRIBUTE REDISTRIBUTABLES.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the README File, including but not limited to the Java Technology Restrictions of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the README File ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified, and only bundled as part of Programs, (ii) the Programs add significant and primary functionality to the Redistributables, (iii) you do not distribute additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the applicable README File), (iv) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (v) you only distribute the Redistributables pursuant to a license agreement that protects Oracle's interests consistent with the terms contained in the Agreement, (vi) you agree to defend and indemnify Oracle 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. The license set forth in this Section C does not extend to the Software identified in Section D.

D. **JAVA TECHNOLOGY RESTRICTIONS.** You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "javafx", "javaee", "sun", "oracle" or similar convention as specified by Oracle in any naming convention designation. You shall not redistribute the Software listed on Schedule 1.

E. **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.

F. THIRD PARTY CODE. Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME file set forth in the Software or otherwise available from Oracle at or through the following URL: <http://www.oracle.com/technetwork/java/javaee/documentation/index.html> . In addition to any terms and conditions of any third party opensource/freeware license identified in the THIRDPARTYLICENSEREADME file, the disclaimer of warranty and limitation of liability provisions in paragraphs 4 and 5 of the Binary Code License Agreement shall apply to all Software in this distribution.

G. TERMINATION FOR INFRINGEMENT. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

H. INSTALLATION AND AUTO-UPDATE. The Software's installation and auto-update processes transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects as a result of your Software download at <http://www.oracle.com/technetwork/java/javaee/documentation/index.html>.

For inquiries please contact: Oracle America, Inc., 500 Oracle Parkway,
Redwood Shores, California 94065, USA.

License for Archived Java EE Technologies; Last updated 30 January 2012

Schedule 1 to Supplemental Terms

Non-redistributable Java Technologies

Java Platform, Enterprise Edition, Software Development Kit (except those files specifically identified as redistributable in the README File)

Java Platform, Standard Edition, Software Development Kit

Java Application Verification Kit (AVK) for Enterprise

Java Message Service API Demo

Java Message Service

Java Platform, Enterprise Edition Deployment API

Java Database Connectivity (JDBC) API Test Suite

Java Web Services Developer Pack and Documentation

Java Web Services Tutorial

Java Platform, Enterprise Edition Client Provisioning

6.17 Oracle Binary Code License Agreement for the Java SE

<https://www.oracle.com/technetwork/java/javase/terms/license/index.html>

=====

Oracle Binary Code License Agreement for the Java SE Platform Products and JavaFX

ORACLE AMERICA, INC. ("ORACLE"), FOR AND ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES UNDER COMMON CONTROL, IS WILLING TO LICENSE THE SOFTWARE 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 SELECTING THE "ACCEPT LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND/OR BY USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND AGREE TO THEM. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, THEN SELECT THE "DECLINE LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND YOU MUST NOT USE THE SOFTWARE ON THIS SITE OR ANY OTHER MEDIA ON WHICH THE SOFTWARE IS CONTAINED.

1. DEFINITIONS. "Software" means the software identified above in binary form that you selected for download, install or use (in the version You selected for download, install or use) from Oracle or its authorized licensees and/or those portions of such software produced by jlink as output using a Program's code, when such output is in unmodified form in combination, and for sole use with, that Program, as well as 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 Oracle, and any user manuals, programming guides and other documentation provided to you by Oracle under this Agreement. The Java Linker (jlink) is available with Java 9 and later versions. "General Purpose Desktop Computers and Servers" means computers, including desktop and laptop computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing, and office suite productivity tools). The use of

Software in systems and solutions that provide dedicated functionality (other than as mentioned above) or designed for use in embedded or function-specific software applications, for example but not limited to: Software embedded in or bundled with industrial control systems, wireless mobile telephones, wireless handheld devices, kiosks, TV/STB, Blu-ray Disc devices, telematics and network control switching equipment, printers and storage management systems, and other related systems are excluded from this definition and not licensed under this Agreement. "Programs" means (a) Java technology applets and applications intended to run on the Java Platform, Standard Edition platform on Java-enabled General Purpose Desktop Computers and Servers; and (b) JavaFX technology applications intended to run on the JavaFX Runtime on JavaFX-enabled General Purpose Desktop Computers and Servers. "Java SE LIUM" means the Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products Document accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. "Commercial Features" means those features that are identified as such in the Java SE LIUM under the "Description of Product Editions and Permitted Features" section.

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, Oracle grants you a non-exclusive, non-transferable, limited license without license fees to reproduce and use internally the Software complete and unmodified for the sole purpose of running Programs. THE LICENSE SET FORTH IN THIS SECTION 2 DOES NOT EXTEND TO THE COMMERCIAL FEATURES. YOUR RIGHTS AND OBLIGATIONS RELATED TO THE COMMERCIAL FEATURES ARE AS SET FORTH IN THE SUPPLEMENTAL TERMS ALONG WITH ADDITIONAL LICENSES FOR DEVELOPERS AND PUBLISHERS.

3. RESTRICTIONS. Software is copyrighted. Title to Software and all associated intellectual property rights is retained by Oracle and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that the Software is developed for general use in a variety of information management applications; it is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If you use the Software in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. Oracle 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 Oracle 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. DISCLAIMER OF WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

6. TERMINATION. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Oracle 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.

7. EXPORT REGULATIONS. You agree that U.S. export control laws and other applicable export and import laws govern your use of the Software, including technical data; additional information can be found on Oracle's Global Trade Compliance web site (<http://www.oracle.com/us/products/export>). You agree that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

8. TRADEMARKS AND LOGOS. You acknowledge and agree as between you and Oracle that Oracle owns the ORACLE and JAVA trademarks and all ORACLE- and JAVA-related trademarks, service marks, logos and other brand designations ("Oracle Marks"), and you agree to comply with the Third Party Usage Guidelines for Oracle Trademarks currently located at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>. Any use you make of the Oracle Marks inures to Oracle's benefit.

9. U.S. GOVERNMENT LICENSE 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 shall be only those set forth in this Agreement.

10. GOVERNING LAW. This agreement is governed by the substantive and procedural laws of California. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco, or Santa Clara counties in California in any dispute arising out of or relating to this agreement.

11. 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.

12. INTEGRATION. This Agreement is the entire agreement between you and Oracle 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. COMMERCIAL FEATURES. You may not use the Commercial Features for running Programs, Java applets or applications in your internal business operations or for any commercial or production purpose, or for any purpose other than as set forth in Sections B, C, D and E of these Supplemental Terms. If You want to use the Commercial Features for any purpose other than as permitted in this Agreement, You must obtain a separate license from Oracle.

B. SOFTWARE INTERNAL USE FOR DEVELOPMENT LICENSE GRANT. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Java SE LIUM incorporated herein by reference, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Oracle 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.

C. LICENSE TO DISTRIBUTE SOFTWARE. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Java SE LIUM, including, but not limited to the Java Technology Restrictions and Limitations on Redistribution of these Supplemental Terms, Oracle 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: (a) is a complete, unmodified reproduction of this Agreement; or (b) protects Oracle's interests consistent with the terms contained in this Agreement and that includes the notice set forth in

Section H, and (vi) you agree to defend and indemnify Oracle 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. The license set forth in this Section C does not extend to the Software identified in Section G.

D. LICENSE TO DISTRIBUTE REDISTRIBUTABLES. Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Java SE LIUM, including but not limited to the Java Technology Restrictions and Limitations on Redistribution of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the Java SE LIUM ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified, and only bundled as part of Programs, (ii) the Programs add significant and primary functionality to the Redistributables, (iii) you do not distribute additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the applicable Java SE LIUM), (iv) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (v) you only distribute the Redistributables pursuant to a license agreement that: (a) is a complete, unmodified reproduction of this Agreement; or (b) protects Oracle's interests consistent with the terms contained in the Agreement and includes the notice set forth in Section H, (vi) you agree to defend and indemnify Oracle 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. The license set forth in this Section D does not extend to the Software identified in Section G.

E. DISTRIBUTION BY PUBLISHERS. This section pertains to your distribution of the Java™ SE Development Kit Software ("JDK") with your printed book or magazine (as those terms are commonly used in the industry) relating to Java technology ("Publication"). Subject to and conditioned upon your compliance with the restrictions and obligations contained in the Agreement, Oracle hereby grants to you a non-exclusive, nontransferable limited right to reproduce complete and unmodified copies of the JDK on electronic media (the "Media") for the sole purpose of inclusion and distribution with your Publication(s), subject to the following terms: (i) You may not distribute the JDK on a stand-alone basis; it must be distributed with your Publication(s); (ii) You are responsible for downloading the JDK from the applicable Oracle web site; (iii) You must refer to the JDK as Java™ SE Development Kit; (iv) The JDK must be reproduced in its entirety and without any modification whatsoever (including with respect to all proprietary notices) and distributed with your Publication subject to a license agreement that is a complete, unmodified reproduction of this Agreement; (v) The Media label shall include the following information: "Copyright [YEAR], Oracle America, Inc. All rights reserved. Use is subject to license terms. ORACLE and JAVA trademarks and all ORACLE- and JAVA-related trademarks, service marks, logos and other brand designations are trademarks or registered trademarks of Oracle in the U.S. and other countries." [YEAR] is the year of Oracle's release of the Software; the year information can typically be found in the Software's "About" box or screen. This information must be placed on the Media label in such a manner as to only apply to the JDK; (vi) You must clearly identify the JDK as Oracle's product on the Media holder or Media label, and you may not state or imply that Oracle is responsible for any third-party software contained on the Media; (vii) You may not include

any third party software on the Media which is intended to be a replacement or substitute for the JDK; (viii) You agree to defend and indemnify Oracle 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 the JDK and/or the Publication; ; and (ix) You shall provide Oracle with a written notice for each Publication; such notice shall include the following information: (1) title of Publication, (2) author(s), (3) date of Publication, and (4) ISBN or ISSN numbers. Such notice shall be sent to Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, California 94065 U.S.A , Attention: General Counsel.

F. 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", "oracle" or similar convention as specified by Oracle in any naming convention designation.

G. LIMITATIONS ON REDISTRIBUTION. You may not redistribute or otherwise transfer patches, bug fixes or updates made available by Oracle through Oracle Premier Support, including those made available under Oracle's Java SE Support program.

H. COMMERCIAL FEATURES NOTICE. For purpose of complying with Supplemental Term Section C.(v)(b) and D.(v)(b), your license agreement shall include the following notice, where the notice is displayed in a manner that anyone using the Software will see the notice:

Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products Document, accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>, under the "Description of Product Editions and Permitted Features" section.

I. 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.

J. THIRD PARTY CODE. Additional copyright notices and license terms applicable to portions of the Software are set forth in the Java SE LIUM accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. In addition to any terms and conditions of any third party opensource/freeware license identified in the Java SE LIUM, the disclaimer of warranty and limitation of liability provisions in paragraphs 4 and 5 of the Binary Code License Agreement shall apply to all Software in this distribution.

K. TERMINATION FOR INFRINGEMENT. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

L. INSTALLATION AND AUTO-UPDATE. The Software's installation and auto-update processes transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects as a result of your Software download at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

For inquiries please contact: Oracle America, Inc., 500 Oracle Parkway,
Redwood Shores, California 94065, USA.

Last updated 21 September 2017

6.18UPL

"The Universal Permissive License (UPL), Version 1.0

Subject to the condition set forth below, permission is hereby granted to any person obtaining a copy of this software, associated documentation and/or data (collectively the "Software"), free of charge and under any and all copyright rights in the Software, and any and all patent rights owned or freely licensable by each licensor hereunder covering either (i) the unmodified Software as contributed to or provided by such licensor, or (ii) the Larger Works (as defined below), to deal in both

(a) the Software, and

(b) any piece of software and/or hardware listed in the lgrrwrks.txt file if one is included with the Software each a "Larger Work" to which the Software is contributed by such licensors),

without restriction, including without limitation the rights to copy, create derivative works of, display, perform, and distribute the Software and make, use, sell, offer for sale, import, export, have made, and have sold the Software and the Larger Work(s), and to sublicense the foregoing rights on either these or other terms.

This license is subject to the following condition:

The above copyright notice and either this complete permission notice or at a minimum a reference to the UPL must 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."