Oracle® Retail Merchandising
Licensing Information
13.2

January 2011
This software and related documentation are provided under a license agreement containing restrictions on use and disclosure and are protected by intellectual property laws. Except as expressly permitted in your license agreement or allowed by law, you may not use, copy, reproduce, translate, broadcast, modify, license, transmit, distribute, exhibit, perform, publish, or display any part, in any form, or by any means. Reverse engineering, disassembly, or decompilation of this software, unless required by law for interoperability, is prohibited.

The information contained herein is subject to change without notice and is not warranted to be error-free. If you find any errors, please report them to us in writing.

If this software or related documentation is delivered to the U.S. Government or anyone licensing it on behalf of the U.S. Government, the following notice is applicable:

U.S. GOVERNMENT RIGHTS Programs, software, databases, and related documentation and technical data delivered to U.S. Government customers are “commercial computer software” or “commercial technical data” pursuant to the applicable Federal Acquisition Regulation and agency-specific supplemental regulations. As such, the use, duplication, disclosure, modification, and adaptation shall be subject to the restrictions and license terms set forth in the applicable Government contract, and, to the extent applicable by the terms of the Government contract, the additional rights set forth in FAR 52.227-19, Commercial Computer Software License (December 2007). Oracle USA, Inc., 500 Oracle Parkway, Redwood City, CA 94065.

This 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 which may create a risk of personal injury. If you use this software in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of this software. Oracle Corporation and its affiliates disclaim any liability for any damages caused by use of this software in dangerous applications.

Oracle is a registered trademark of Oracle Corporation and/or its affiliates. Other names may be trademarks of their respective owners.

This software and documentation may provide access to or information on content, products, and services from third parties. Oracle Corporation and its affiliates are not responsible for and expressly disclaim all warranties of any kind with respect to third-party content, products, and services. Oracle Corporation and its affiliates will not be responsible for any loss, costs, or damages incurred due to your access to or use of third-party content, products, or services.

Value-Added Reseller (VAR) Language

Oracle Retail VAR Applications

The following restrictions and provisions only apply to the programs referred to in this section and licensed to you. You acknowledge that the programs may contain third party software (VAR applications) licensed to Oracle. Depending upon your product and its version number, the VAR applications may include:

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

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

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

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

You acknowledge and confirm that Oracle grants you use of only the object code of the VAR Applications. Oracle will not deliver source code to the VAR Applications to you. Notwithstanding any other term or condition of the agreement and this ordering document, you shall not cause or permit alteration of any VAR Applications. For purposes of this section, “alteration” refers to all alterations, translations, upgrades, enhancements, customizations or modifications of all or any portion of the VAR Applications including all reconfigurations, reassembly or reverse assembly, re-engineering or reverse engineering and recompile or reverse compilations of the VAR Applications or any derivatives of the VAR Applications. You acknowledge that it shall be a breach of the agreement to utilize the relationship, and/or confidential
information of the VAR Applications for purposes of competitive discovery.

The VAR Applications contain trade secrets of Oracle and Oracle’s licensors and Customer shall not attempt, cause, or permit the alteration, decompilation, reverse engineering, disassembly or other reduction of the VAR Applications to a human perceivable form. Oracle reserves the right to replace, with functional equivalent software, any of the VAR Applications in future releases of the applicable program.
Contents

Send Us Your Comments ......................................................................................................................................... xiii

Preface ...................................................................................................................................................................... xv
  Audience ............................................................................................................................................................... xv
  Documentation Accessibility ................................................................................................................................. xv
  Related Documents .............................................................................................................................................. xvi
  Customer Support ............................................................................................................................................... xvi
  Review Patch Documentation ............................................................................................................................. xvi
  Oracle Retail Documentation on the Oracle Technology Network ................................................................. xvi
  Conventions ....................................................................................................................................................... xvii

1 Third Party Applications
  Prerequisite Software and Licenses ................................................................................................................... 1-1
  Oracle Retail Allocation ...................................................................................................................................... 1-1
  Oracle Retail Invoice Matching .......................................................................................................................... 1-4
  Oracle Retail Price Management ......................................................................................................................... 1-6
  Oracle Retail Fiscal Management ....................................................................................................................... 1-10
    Oracle Retail Tax Integration Layer .............................................................................................................. 1-10
  Third-Party Open Source Applications ........................................................................................................... 1-11
    Apache cglib 2.2 ................................................................................................................................................ 1-11
    Apache Commons Beanutils 1.6 ...................................................................................................................... 1-12
    Apache Commons Collections 2.1 ................................................................................................................. 1-12
    Apache Commons Collections 3.2.1 ................................................................................................................ 1-12
    Apache Commons Digester 1.5 ...................................................................................................................... 1-13
    Apache Commons Lang 2.0 ............................................................................................................................ 1-13
    Apache Commons Logging 1.0.3 .................................................................................................................... 1-13
    Apache Commons Logging 1.1.1 .................................................................................................................... 1-13
    Apache Commons Net Library 1.2.2 ................................................................................................................ 1-14
    Apache Commons Object Pooling Library 1.1 ............................................................................................. 1-14
    Apache Ehcache 2.0.1 ..................................................................................................................................... 1-14
    Apache Jakarta-taglibs ’standard’: an implementation of JSTL 1.1.2 ......................................................... 1-14
    Apache Jasper Compiler, Jasper Runtime ....................................................................................................... 1-15
    Apache Log4j 1.2.8 .......................................................................................................................................... 1-15
    Apache Log4j 1.2.14 ....................................................................................................................................... 1-15
    Apache Naming Common, Naming Resources, Naming Factory .............................................................. 1-15
2  Installer Third Party Software

Third-Party Open Source Applications

Ant-Contrib 1.0b2 ................................................................. 2-2
AntInstaller 0.8 ................................................................. 2-2
A Third-Party Open Source Licenses

Apache ................................................................. A-1
Apache License, Version 2.0, January 2004 ......................... A-1
Mozilla ................................................................ A-4
Mozilla Public License Version 1.1 ................................. A-4
  1. Definitions .................................................. A-4
  2. Source Code License ....................................... A-5
     2.1. The Initial Developer Grant ......................... A-5
     2.2. Contributor Grant ..................................... A-5
  3. Distribution Obligations ..................................... A-6
     3.1. Application of License ............................... A-6

OOPS Consultancy XMLTask 1.13 .................................. 2-10
SourceForge.net Terms and Conditions of Use (“Terms”) ........................................................ A-11
1. USE OF SERVICES................................................................. A-11
2. REGISTRATION OBLIGATIONS ........................................... A-12
3. APPROPRIATE CONDUCT AND RELATED USER REPRESENTATIONS AND
   WARRANTIES A-12
4. NO UNLAWFUL OR PROHIBITED USE .................................. A-13
5. SOURCEFORGE.NET PRIVACY STATEMENT .......................... A-14
6. PROPRIETARY RIGHTS.......................................................... A-14
7. ALLEGATIONS OF COPYRIGHT INFRINGEMENT OR TRADEMARK
   INFRINGEMENT A-16
8. LICENSING AND OTHER TERMS APPLYING TO CODE AND OTHER CONTENT
   POSTED ON SOURCEFORGE.NET A-16
9. NO RESALE OF SERVICE.......................................................... A-16
10. GENERAL PRACTICES REGARDING USE AND STORAGE ................ A-17
11. SOURCEFORGE.NET MARKETPLACE...................................... A-17
12. DONATIONS SYSTEM............................................................ A-18
13. SUBSCRIPTIONS ................................................................. A-18
14. LINKS TO THIRD PARTY WEB SITES...................................... A-18
15. INDEMNITY.......................................................................... A-18
16. DISCLAIMER OF WARRANTIES.................................................. A-19
17. LIMITED LIABILITY ............................................................... A-20
18. EXCLUSIONS AND LIMITATIONS ........................................... A-20
19. RELATIONSHIP OF THE PARTIES .......................................... A-21
20. NO THIRD PARTY BENEFICIARIES.......................................... A-21
21. NOTICE.................................................................................. A-21
Oracle Retail Merchandising Licensing Information, 13.2

Oracle welcomes customers’ comments and suggestions on the quality and usefulness of this document.

Your feedback is important, and helps us to best meet your needs as a user of our products. For example:

- Are the implementation steps correct and complete?
- Did you understand the context of the procedures?
- Did you find any errors in the information?
- Does the structure of the information help you with your tasks?
- Do you need different information or graphics? If so, where, and in what format?
- Are the examples correct? Do you need more examples?

If you find any errors or have any other suggestions for improvement, then please tell us your name, the name of the company who has licensed our products, the title and part number of the documentation and the chapter, section, and page number (if available).

---

**Note:** Before sending us your comments, you might like to check that you have the latest version of the document and if any concerns are already addressed. To do this, access the Online Documentation available on the Oracle Technology Network Web site. It contains the most current Documentation Library plus all documents revised or released recently.

---

Send your comments to us using the electronic mail address: retail-doc_us@oracle.com

Please give your name, address, electronic mail address, and telephone number (optional).

If you need assistance with Oracle software, then please contact your support representative or Oracle Support Services.

If you require training or instruction in using Oracle software, then please contact your Oracle local office and inquire about our Oracle University offerings. A list of Oracle offices is available on our Web site at [http://www.oracle.com](http://www.oracle.com).
Preface

This document provides licensing information for the third-party applications used by Oracle Retail.

Audience

This document is intended for all purchasers of Oracle Retail Merchandising software.

Documentation Accessibility

Our goal is to make Oracle products, services, and supporting documentation accessible to all users, including users that are disabled. To that end, our documentation includes features that make information available to users of assistive technology. This documentation is available in HTML format, and contains markup to facilitate access by the disabled community. Accessibility standards will continue to evolve over time, and Oracle is actively engaged with other market-leading technology vendors to address technical obstacles so that our documentation can be accessible to all of our customers. For more information, visit the Oracle Accessibility Program Web site at http://www.oracle.com/accessibility/.

Accessibility of Code Examples in Documentation

Screen readers may not always correctly read the code examples in this document. The conventions for writing code require that closing braces should appear on an otherwise empty line; however, some screen readers may not always read a line of text that consists solely of a bracket or brace.

Accessibility of Links to External Web Sites in Documentation

This documentation may contain links to Web sites of other companies or organizations that Oracle does not own or control. Oracle neither evaluates nor makes any representations regarding the accessibility of these Web sites.

Access to Oracle Support

Oracle customers have access to electronic support through My Oracle Support. For information, visit http://www.oracle.com/support/contact.html or visit http://www.oracle.com/accessibility/support.html if you are hearing impaired.
Related Documents

For more information, see the following documents in the Oracle Retail Merchandising Release 13.2 documentation set:

- Oracle Retail Merchandising Batch Schedule
- Oracle Retail Merchandising Data Conversion Operations Guide
- Oracle Retail Merchandising Implementation Guide
- Oracle Retail Price Management documentation
- Oracle Retail Allocation documentation
- Oracle Retail Invoice Matching documentation
- ORFM/RMS Brazil Localization documentation

Customer Support

To contact Oracle Customer Support, access My Oracle Support at the following URL:
https://support.oracle.com

When contacting Customer Support, please provide the following:

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

Review Patch Documentation

When you install the application for the first time, you install either a base release (for example, 13.2) or a later patch release (for example, 13.2.2). If you are installing the base release, additional patch, and bundled hot fix releases, read the documentation for all releases that have occurred since the base release before you begin installation. Documentation for patch and bundled hot fix releases can contain critical information related to the base release, as well as information about code changes since the base release.

Oracle Retail Documentation on the Oracle Technology Network

Documentation is packaged with each Oracle Retail product release. Oracle Retail product documentation is also available on the following Web site:
http://www.oracle.com/technology/documentation/oracle_retail.html

(Data Model documents are not available through Oracle Technology Network. These documents are packaged with released code, or you can obtain them through My Oracle Support.)

Documentation should be available on this Web site within a month after a product release.)
# Conventions

The following text conventions are used in this document:

<table>
<thead>
<tr>
<th>Convention</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>boldface</strong></td>
<td>Boldface type indicates graphical user interface elements associated with an action, or terms defined in text or the glossary.</td>
</tr>
<tr>
<td><em>italic</em></td>
<td>Italic type indicates book titles, emphasis, or placeholder variables for which you supply particular values.</td>
</tr>
<tr>
<td>monospace</td>
<td>Monospace type indicates commands within a paragraph, URLs, code in examples, text that appears on the screen, or text that you enter.</td>
</tr>
</tbody>
</table>
This document provides licensing information for all the third-party applications used by the following Oracle Retail applications:

- Oracle Retail Allocation
- Oracle Retail Invoice Matching
- Oracle Retail Price Management
- Oracle Retail Fiscal Management

Prerequisite Software and Licenses

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

For the third-party open-source applications licenses included with Oracle Retail Merchandising products, see Installer Third Party Software.

Oracle Retail Allocation

Oracle Retail Allocation includes the following third-party open-source applications:

- **Software Provider:** Object Web
  - **Software Name:** ASM
  - **Software Version:** 3.3
  - **Jar File Name:** asm-3.3.jar
  - **Provider Web Site:** http://forge.objectweb.org/projects/asm
- **Software Provider:** Intalio Inc., and others
  - **Software Name:** Castor
  - **Software Version:** 1.3.1
  - **Jar File Name:** castor-1.3.1-xml.jar
  - **Provider Web Site:** http://www.castor.org/
- **Software Provider:** Apache Software Foundation
  - **Software Name:** cglib
  - **Software Version:** 2.2 Jar
- File Name: cglib-2.2.jar
  - Provider Web Site: http://cglib.sourceforge.net/
  - Software Provider: Apache Software Foundation
    - Software Name: Commons Collections
    - Software Version: 2.1
    - Jar File Name: commons-collections.jar
    - Provider Web Site: http://jakarta.apache.org/commons/
  - Software Provider: Apache Software Foundation
    - Software Name: Commons Database Connection Pooling
    - Software Version: 1.3
    - Jar File Name: commons-dbcp-1.3.jar
    - Provider Web Site: http://jakarta.apache.org/commons/
  - Software Provider: Apache Software Foundation
    - Software Name: Jakarta Commons Lang
    - Software Version: 2.0
    - Jar File Name: commons-lang.jar
    - Provider Web Site: http://jakarta.apache.org/commons/
  - Software Provider: Apache Software Foundation
    - Software Name: Commons Logging
    - Software Version: 1.4
    - Jar File Name: commons-logging.jar
    - Provider Web Site: http://jakarta.apache.org/commons/
  - Software Provider: Apache Software Foundation
    - Software Name: Commons Object Pooling Library
    - Software Version: 1.1
    - Jar File Name: commons-pool-1.1.jar
    - Provider Web Site: http://jakarta.apache.org/commons/
  - Software Provider: Apache Software Foundation
    - Software Name: Commons Net Library
    - Software Version: 1.2.2
    - Jar File Name: commons-net-1.2.2.jar
    - Provider Web Site: http://jakarta.apache.org/commons/
  - Software Provider: Apache Software Foundation
    - Software Name: Commons Beanutils
    - Software Version: 1.6
    - Jar File Name: commons-beanutils.jar
    - Provider Web Site: http://jakarta.apache.org/commons/
- Software Provider: iText
  - Software Name: iText
  - Software Version: iText-2.1.0
  - Jar File Name: iText.jar
  - Provider Web Site: http://www.lowagie.com/iText/
- Software Provider: Apache Software Foundation
  - Software Name: Jakarta-ORO
  - Software Version: 2.0.8
  - Jar File Name: jakarta-oro-2.0.8.jar
  - Provider Web Site: http://jakarta.apache.org/oro/
- Software Provider: JDOM.org
  - Software Name: JDOM
  - Software Version: 1.0beta9
  - Jar File Name: jdom.jar
  - Provider Web Site: http://www.jdom.org/
- Software Provider: Apache
  - Software Name: Log4j
  - Software Version: 1.2.8
  - Jar File Name: log4j.jar
  - Provider Web Site: http://logging.apache.org/log4j/
- Software Provider: Apache Software Foundation
  - Software Name: Struts Framework
  - Software Version: 1.3.8
  - Jar File Name: struts.jar
  - Provider Web Site: http://struts.apache.org/
- Software Provider: Apache Software Foundation
  - Software Name: Xerces
  - Software Version: 1.4.4
  - Jar File Name: xerces.jar
  - Provider Web Site: http://xerces.apache.org/xerces-j/install.html
- Software Provider: Apache Software Foundation
  - Software Name: XercesImpl
  - Software Version: 2.10.0
  - Jar File Name: xml-apis.jar
  - Provider Web Site: http://xml.apache.org/xerces-j/install.html
- Software Provider: Apache Software Foundation
  - Software Name: Naming Common, Naming Resources, Naming Factory
Oracle Retail Invoice Matching

 Oracle Retail Invoice Matching (ReIM) uses the following third-party open-source applications:

- **Software Provider:** Apache Software Foundation  
  **Software Name:** Apache Struts  
  **Software Version:** 1.1  
  **Jar File Name:** struts-1.1.jar  
  **Provider Web Site:** http://jakarta.apache.org/

- **Software Provider:** Apache Software Foundation  
  **Software Name:** org.apache.commons/log4j  
  **Software Version:** 1.2.14  
  **Jar File Name:** log4j-1.2.14.jar  
  **Provider Web Site:** http://jakarta.apache.org/log4j/docs

- **Software Provider:** IBM  
  **Software Name:** ICU Project  
  **Software Version:** 2.2  
  **Jar File Name:** icu4j.jar  
  **Provider Web Site:** http://jwww.icu-project.org

- **Software Provider:** IBM  
  **Software Name:** IBM Alpha Works  
  **Software Version:** n/a  
  **Jar File Name:** decimal.jar  
  **Provider Web Site:** http://www.ibm.com

- **Software Provider:** Apache Software Foundation  
  **Software Name:** Jakarta Commons Lang  
  **Software Version:** 2.0
■ Jar File Name: commons-lang.jar
■ Provider Web Site: http://jakarta.apache.org/commons/

Software Provider: Apache Software Foundation
■ Software Name: org.apache.commons.collections
■ Software Version: 3.2
■ Jar File Name: commons-collections-3.2.jar
■ Provider Web Site: http://jakarta.apache.org/commons/

Software Provider: Apache Software Foundation
■ Software Name: org.apache.commons.beanutils
■ Software Version: 1.6
■ Jar File Name: commons-beanutils-1.6.jar
■ Provider Web Site: http://jakarta.apache.org/commons/

Software Provider: Apache Software Foundation
■ Software Name: i18n Tag library
■ Software Version: 1.1
■ Jar File Name: i18n.jar
■ Provider Web Site:

Software Provider: SpringSource
■ Software Name: Spring Framework
■ Software Version: 2.5
■ Jar File Name: spring-2.5.jar
■ Provider WebSite: http://www.springsource.com/

Software Provider: SpringSource
■ Software Name: Spring Web MVC Framework
■ Software Version: 2.5
■ Jar File Name: spring-struts-2.5.jar
■ Provider WebSite: http://www.springsource.com/

Software Provider: Apache Software Foundation
■ Software Name: jakarta-taglibs 'standard': an implementation of JSTL
■ Software Version: 1.1.2
■ Jar File Name: standard.jar
■ Provider WebSite: http://jakarta.apache.org/

Software Provider: Apache Software Foundation
■ Software Name: commons-logging
■ Software Version: 1.0.3
■ Jar File Name: commons-logging.jar
Oracle Retail Price Management

Oracle Retail Price Management (RPM) uses the following third-party open-source applications:

- Software Provider: Object Web
  - Software Name: ASM
  - Software Version: 3.2
  - Jar File Name: asm-3.2.jar
  - Provider Web Site: http://forge.objectweb.org/projects/asm

- Software Provider: Bouncy Castle
  - Software Name: JCE Provider
  - Software Version: JDK 1.6 v1.4.3
  - Jar File Name: bcprov-jdk16-143.jar
  - Provider Web Site: http://www.bouncycastle.org

- Software Provider: Castor
  - Software Name: Castor
  - Software Version: 1.3.1
  - Jar File Name: castor-1.3.1-.jar
  - Provider Web Site: http://www.bouncycastle.org/download.html

- Software Provider: Castor
  - Software Name: Castor Core

- Software Provider: Apache Software Foundation
  - Software name: commons-logging
  - Software version: 1.0.3
  - Jar File Name: commons-logging-1.0.3.jar
  - Provider Web Site: http://commons.apache.org/logging/

- Software Provider: iText
  - Software name: iText
  - Software version:
  - Jar File Name: iText.jar
  - Provider Web Site: http://itextpdf.com/

- Software Provider: Apache Software Foundation
  - Software name: commons-digester
  - Software version: 1.5
  - Jar File Name: commons-digester-1.5.jar
  - Provider Web Site: http://commons.apache.org/digester/

- Software Provider: Object Web
  - Software Name: ASM
  - Software Version: 3.2
  - Jar File Name: asm-3.2.jar
  - Provider Web Site: http://forge.objectweb.org/projects/asm

- Software Provider: Bouncy Castle
  - Software Name: JCE Provider
  - Software Version: JDK 1.6 v1.4.3
  - Jar File Name: bcprov-jdk16-143.jar
  - Provider Web Site: http://www.bouncycastle.org

- Software Provider: Castor
  - Software Name: Castor
  - Software Version: 1.3.1
  - Jar File Name: castor-1.3.1-.jar
  - Provider Web Site: http://www.bouncycastle.org/download.html

- Software Provider: Castor
  - Software Name: Castor Core
- Software Version: 1.3.1
- Jar File Name: castor-1.3.1.jar
- Provider Web Site: http://www.castor.org/download.html

- Software Provider: Intalio Inc., and others
  - Software Name: Castor
  - Software Version: 1.3.1
  - Jar File Name: castor-1.3.1-xml.jar
  - Provider Web Site: http://www.castor.org/

- Software Provider: Apache Software Foundation
  - Software Name: cglib
  - Software Version: 2.2
  - Jar File Name: cglib-2.2.jar
  - Provider Web Site: http://cglib.sourceforge.net/

- Software Provider: Apache Software Foundation
  - Software Name: org.apache.commons.beanutils
  - Software Version: 1.8.3
  - Jar File Name: commons-beanutils-1.8.3.jar
  - Provider Web Site: http://jakarta.apache.org/commons/

- Software Provider: Apache Software Foundation
  - Software Name: org.apache.commons.beanutils-bean-collections
  - Software Version: 1.8.3
  - Jar File Name: commons-beanutils-bean-collections-1.8.3.jar
  - Provider Web Site: http://jakarta.apache.org/commons/

- Software Provider: Apache Software Foundation
  - Software Name: org.apache.commons.beanutils
  - Software Version: 1.8.2
  - Jar File Name: commons-beanutils-core-1.8.3.jar
  - Provider Web Site: http://jakarta.apache.org/commons/

- Software Provider: Apache Software Foundation
  - Software Name: org.apache.commons.collections
  - Software Version: 3.2.1
  - Jar File Name: commons-collections-3.2.1.jar
  - Provider Web Site: http://jakarta.apache.org/commons/

- Software Provider: Apache Software Foundation
  - Software Name: Commons Database Connection Pooling
  - Software Version: 1.4
  - Jar File Name: commons-dbcp-1.4.jar
- Provider Web Site: http://jakarta.apache.org/commons/

Software Provider: Apache Software Foundation
- Software Name: Jakarta Commons Digester
- Software Version: 2.0
- Jar File Name: commons-digester-2.0.jar
- Provider Web Site: http://jakarta.apache.org/commons/

Software Provider: Apache Software Foundation
- Software Name: Jakarta Commons Lang
- Software Version: 2.5
- Jar File Name: commons-lang-2.5.jar
- Provider Web Site: http://jakarta.apache.org/commons/

Software Provider: Apache Software Foundation
- Software Name: org.apache.commons.logging-api
- Software Version: 1.1.1
- Jar File Name: commons-logging-1.1.1.jar, commons-logging-api-1.1.1.jar
- Provider Web Site: http://jakarta.apache.org/commons/

Software Provider: Apache Software Foundation
- Software Name: Commons Object Pooling Library
- Software Version: 1.5.4
- Jar File Name: commons-pool-1.5.4.jar
- Provider Web Site: http://jakarta.apache.org/commons/

Software Provider: METAStuff, LTD.
- Software Name: dom4j
- Software Version: 1.6.1
- Jar File Name: dom4j-1.6.1.jar
- Provider Web Site: http://www.dom4j.org/

Software Provider: Apache Software Foundation
- Software Name: Ehcache
- Software Version: 2.0.1
- Jar File Name: ehcache-core-2.0.1.jar
- Provider Web Site: http://ehcache.sourceforge.net/

Software Provider: Hibernate
- Software Name: Hibernate
- Software Version: 2.1.7
- Jar File Name: hibernate2.jar
- Provider Web Site: http://www.hibernate.org/

Software Provider: Apache Software Foundation
■ Software Name: Apache Jakarta Maven
  ■ Software Version: 3.0
  ■ Jar File Name: jsr173_1.0_api.jar
  ■ Provider Web Site: http://jakarta.apache.org/

■ Software Provider: Apache Software Foundation
  ■ Software Name: org/apache/log4j/
  ■ Software Version: 1.2.16
  ■ Jar File Name: log4j-1.2.16.jar
  ■ Provider Web Site: http://logging.apache.org/log4j/docs/

■ Software Provider: Manfred Duchrow Consulting & Software
  ■ Software Name: Programmer’s Friend Java Object Inspector
  ■ Software Version: 2.0
  ■ Jar File Name: pf-joi-full.jar
  ■ Provider Web Site: http://www.programmers-friend.org/

■ Software Provider: Apache Software Foundation
  ■ Software Name: Xerces2 Java Parser
  ■ Software Version: 2.9
  ■ Jar File Name: xercesImpl.jar
  ■ Provider Web Site: http://xerces.apache.org/xerces2-j/

■ Software Provider: Apache Software Foundation
  ■ Software Name: xml-commons
  ■ Software Version: 1.2.01
  ■ Jar File Name: xml-apis.jar
  ■ Provider Web Site: http://xml.apache.org/commons/

■ Software Provider: GlassFish
  ■ Software Name: Sun Java Streaming XML Parser
  ■ Software Version: 1.0.2
  ■ Jar File Name: sjsxp.jar
  ■ Provider Web Site: http://sjsxp.java.net/

■ Software Provider: Simple Logging Facade for Java
  ■ Software Name: Simple Logging Facade for Java
  ■ Software Version: 1.5.8
  ■ Jar File Name: slf4j-api-1.5.8.jar, slf4j-jdk14-1.5.8.jar
  ■ Provider Web Site: http://www.slf4j.org/
Oracle Retail Fiscal Management

Oracle Retail Fiscal Management (RFM) uses the following third-party open-source applications:

Oracle Retail Tax Integration Layer

Oracle Retail Tax Integration Layer (RTIL) includes the following third-party open-source applications:

- Software Provider: Sourceforge
  - Software Name: AOP
  - Software Version: 1.0
  - Jar File Name: aopalliance.jar
  - Provider Web Site: http://aopalliance.sourceforge.net

- Software Provider: Aspectj
  - Software Name: aspectjrt
  - Software Version: 1.6.2
  - Jar File Name: aspectjrt.jar
  - Provider Web Site: http://aspectj.org/

- Software Provider: Aspectj
  - Software Name: aspectjweaver
  - Software Version: 1.6.2
  - Jar File Name: aspectjweaver.jar
  - Provider Web Site: http://aspectj.org/

- Software Provider: Sourceforge
  - Software Name: cglib-nodep
  - Software Version: 2.1_3
  - Jar File Name: cglib-nodep-2.1_3.jar
  - Provider Web Site: http://cglib.sourceforge.net/

- Software Provider: Apache Software Foundation
  - Software Name: Commons Beanutils
  - Software Version: 1.7
  - Jar File Name: commons-beanutils.jar
  - Provider Web Site: http://jakarta.apache.org/commons/

- Software Provider: Apache Software Foundation
  - Software Name: Commons Collections
  - Software Version: 3.2.1
  - Jar File Name: commons-collections.jar
  - Provider Web Site: http://jakarta.apache.org/commons/

- Software Provider: Apache Software Foundation
Third-Party Open Source Applications

This section lists the applications used by Oracle Retail Merchandising products and the license each application uses.

Apache cglib 2.2

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

Apache Commons Beanutils 1.6 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Commons Beanutils 1.6

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

Apache Commons Beanutils 1.6 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Commons Collections 2.1

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

Apache Commons Collections 2.1 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Commons Collections 3.2.1

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

Apache Commons Collections 3.2.1 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.
Apache Commons Digester 1.5

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

Apache Commons Digester 1.5 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Commons Lang 2.0

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

Apache Commons Lang 2.0 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Commons Logging 1.0.3

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

Apache Commons Logging 1.0.3 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Commons Logging 1.1.1

This program contains third-party Apache Commons Logging code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.
Apache Commons Logging 1.1.1 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

**Apache Commons Net Library 1.2.2**

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

Apache Commons Net Library 1.2.2 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

**Apache Commons Object Pooling Library 1.1**

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

Apache Commons Object Pooling Library 1.1 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

**Apache Ehcache 2.0.1**

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

Apache Ehcache 2.0.1 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

**Apache Jakarta-taglibs 'standard': an implementation of JSTL 1.1.2**

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

software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Apache Jakarta -taglibs 'standard' 1.1.2 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Jasper Compiler, Jasper Runtime

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


Apache Log4J 1.2.8

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

Apache Log4J 1.2.8 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Log4J 1.2.14

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


Apache Naming Common, Naming Resources, Naming Factory

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


Apache ORO 2.0.8

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

Apache ORO 2.0.8 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Struts 1.1

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

Apache Struts 1.1 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Struts Framework 1.3.8

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

Apache Struts Framework 1.3.8 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

AspectJ
Common Public License - v 1.0
THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

1. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
2. in the case of each subsequent Contributor:
   a. changes to the Program, and
   b. 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

1. 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.

2. 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.

3. 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.

4. 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:

1. it complies with the terms and conditions of this Agreement; and
2. its license agreement:
   a. 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;
   b. effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
   c. states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
   d. 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:

1. it must be made available under this Agreement; and
2. 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.

**Bouncy Castle JCE Provider JDK 1.6 v1.4.3**

Copyright (c) 2000 - 2008 The Legion Of The Bouncy Castle (http://www.bouncycastle.org)

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

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

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

**Hibernate 2.1.7**

Hibernate is Free Software.
Hibernate is licensed under the LGPL v2.1. The LGPL is sufficiently flexible to allow the use of Hibernate in both open source and commercial projects. The LGPL guarantees that Hibernate and any modifications made to Hibernate will stay open source, protecting our and your work. Anyone who wanted to release Hibernate under a different license would have to obtain permission from hundreds of people who have contributed code to Hibernate, which would be impractical. Hibernate is and will be open source distributed under the LGPL.

Using Hibernate (by importing Hibernate’s public interfaces in your Java code), and extending Hibernate (by subclassing or implementation of an extension interface) is considered by the authors of Hibernate to be dynamic linking. Hence our interpretation of the LGPL is that the use of the unmodified Hibernate source does not affect the license of your application code.

The use of the unmodified Hibernate binary of course never affects the license of your application or distribution. The LGPL also forbids distribution for profit, so you will never have to pay money to any commercial entity for using or integrating Hibernate.

If you modify Hibernate and redistribute your modifications, the LGPL applies. Please submit any modifications to our JIRA issue tracking system.

IBM AlphaWorks

Please read this IBM alphaWorks license agreement (called the “Agreement”) carefully. Your use of the software or any related documentation (called the “Software”) indicates your acceptance of the following terms and conditions. If you do not agree to these terms and conditions, you may not install or use the Software.

Notice: The Software that is made available through the alphaWorks project is not generally available software. It has not undergone complete testing and may contain errors. It may not function properly and is subject to change or withdrawal at any time. No support or maintenance is provided with the Software. Do not install this software if you are not accustomed to using experimental software.

The alphaWorks Software is made available without charge in the experimental stage in order to allow you to evaluate the Software in its developmental stage. We encourage your feedback and suggestions.

1. Ownership and License.

   The Software is owned by International Business Machines Corporation or one of its subsidiaries (“IBM”) and is copyrighted and licensed, not sold.

   IBM grants you a non-exclusive, non-transferable license to download the Software and use it only for your personal, non-commercial and lawful end use. Implied licenses are negated.

   You may copy the Software for backup only. You may not: 1) merge, distribute (for free or for sale) or sublicense the Software; 2) reverse assemble, reverse compile, or otherwise translate the Software.

2. Term and Termination

   This Agreement will terminate ninety (90) days after the date on which you receive the Software. Upon such termination you will delete or destroy all copies of the Software.

3. Warranty Disclaimer and Limitation of Liability

   IBM licenses the Software to you on an "as is" basis, without warranty of any kind. IBM hereby expressly disclaims all warranties or conditions, either express or implied, including, but not limited to, the implied warranties or conditions of
merchantability and fitness for a particular purpose. You are solely responsible for
determining the appropriateness of using this Software and assume all risks
associated with the use of this Software, including but not limited to the risks of
program errors, damage to or loss of data, programs or equipment, and
unavailability or interruption of operations. Some jurisdictions do not allow for
the exclusion or limitation of implied warranties, so the above limitations or
exclusions may not apply to you.

IBM will not be liable for any direct damages or for any special, incidental, or
indirect damages or for any economic consequential damages (including lost
profits or savings), even if IBM has been advised of the possibility of such
damages. IBM will not be liable for the loss of, or damage to, your records or data,
or any damages claimed by you based on a third party claim. Some jurisdictions
do not allow for the exclusion or limitation of incidental or consequential
damages, so the above limitations or exclusions may not apply to you.

4. License Rights

You hereby grant to IBM an irrevocable license under all intellectual property
rights (including copyright) to use, copy, distribute, sublicense, display, perform
and prepare derivative works based upon any feedback, including materials, fixes,
error corrections, enhancements, suggestions and the like that you provide to IBM.

5. General

This Agreement is governed by the laws of the State of New York.

This Agreement is the only understanding and agreement we have regarding your
use of the Software. It supersedes all other communications, understandings or
agreements we may have had prior to this Agreement.

IBM ICU Project 2.2

COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1995-2009 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.
Intalio Inc, Castor 1.3.1

Copyright 1999-2004 (C) Intalio Inc., and others. All Rights Reserved.

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

1. Redistributions of source code must retain copyright statements and notices. Redistributions must also contain a copy of this document.

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

3. The name "ExoLab" must not be used to endorse or promote products derived from this Software without prior written permission of Intalio Inc. For written permission, please contact info@exolab.org.

4. Products derived from this Software may not be called "Castor" nor may "Castor" appear in their names without prior written permission of Intalio Inc. Exolab, Castor and Intalio are trademarks of Intalio Inc.

5. Due credit should be given to the ExoLab Project (http://www.exolab.org/).

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

iText

Mozilla Public License Version 1.1

1. Definitions.

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

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

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

1.3. "Covered Code"
means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.
1.4. "Electronic Distribution Mechanism"
means a mechanism generally accepted in the software development community for the electronic transfer of data.

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

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

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

1.8. "License"
means this document.

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

1.9. "Modifications"
means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:
1. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.
2. Any new file that contains any part of the Original Code or previous Modifications.

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

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

1.11. "Source Code"
means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor’s choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.
1.12. "You" (or "Your")
means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.
The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:
1. under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and
2. under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).
3. the licenses granted in this Section 2.1 (a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.
4. Notwithstanding Section 2.1 (b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.
Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license
1. under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and
2. 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 thereof), 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).
3. the licenses granted in Sections 2.2 (a) and 2.2 (b) are effective on the date Contributor first makes Commercial Use of the Covered Code.
4. Notwithstanding Section 2.2 (b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or
other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.
The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.
Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.
You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters
1. Third Party Claims
   If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

2. Contributor APIs
   If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the legal file.
3. Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4 (a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then you must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If you created one or more Modification(s) you may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where you describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, you may do so only on your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by you alone, and you hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms you offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Sections 3.1, 3.2, 3.3, 3.4 and 3.5 have been met for that Covered Code, and if you include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where you have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which you describe recipients’ rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of your choice, which may contain terms different from this License, provided that you are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient’s rights in the Source Code version from the rights set forth in this License. If you distribute the Executable version under a different license you must make it absolutely clear that any terms which differ from this License are offered by you alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms you offer.

3.7. Larger Works.

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

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for you to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then you must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be
included in the legal file described in Section 3.4 and must be included with all
distributions of the Source Code. Except to the extent prohibited by statute or
regulation, such description must be sufficiently detailed for a recipient of ordinary
skill to be able to understand it.

5. Application of this License.
This License applies to code to which the Initial Developer has attached the notice in
Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions
Netscape Communications Corporation ("Netscape") may publish revised and/or new
versions of the License from time to time. Each version will be given a distinguishing
version number.

6.2. Effect of New Versions
Once Covered Code has been published under a particular version of the License, You
may always continue to use it under the terms of that version. You may also choose to
use such Covered Code under the terms of any subsequent version of the License
published by Netscape. No one other than Netscape has the right to modify the terms
applicable to Covered Code created under this License.

6.3. Derivative Works
If You create or use a modified version of this License (which you may only do in
order to apply it to code which is not already Covered Code governed by this License),
You must (a) rename Your license so that the phrases "Mozilla", "MOZILLA PL",
"MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear
in your license (except to note that your license differs from this License) and (b)
otherwise make it clear that Your version of the license contains terms which differ
from the Mozilla Public License and Netscape Public License. (Filling in the name of
the Initial Developer, Original Code or Contributor in the notice described in Exhibit A
shall not of themselves be deemed to be modifications of this License.)

7. Disclaimer of warranty
Covered code is provided under this license on an "as is" basis, without warranty of
any kind, either expressed or implied, including, without limitation, warranties that
the covered code is free of defects, merchantable, fit for a particular purpose or
non-infringing. The entire risk as to the quality and performance of the covered code is
with you. Should any covered code prove defective in any respect, you (not the initial
developer or any other contributor) assume the cost of any necessary servicing, repair
or correction. This disclaimer of warranty constitutes an essential part of this license.
No use of any covered code is authorized hereunder except under this disclaimer.

8. Termination
8.1. This License and the rights granted hereunder will terminate automatically if You
fail to comply with terms herein and fail to cure such breach within 30 days of
becoming aware of the breach. All sublicenses to the Covered Code which are properly
granted shall survive any termination of this License. Provisions which, by their
nature, must remain in effect beyond the termination of this License shall survive.

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

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

2. any software, hardware, or device, other than such Participant’s Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

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

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. Limitation of liability
Under no circumstances and under no legal theory, whether tort (including negligence), contract, or otherwise, shall you, the initial developer, any other contributor, or any distributor of covered code, or any supplier of any of such parties, be liable to any person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if such party shall have been informed of the possibility of such damages. This limitation of liability shall not apply to liability for death or personal injury resulting from such party's negligence to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to you.

10. U.S. government end users
11. Miscellaneous
This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

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

13. Multiple-licensed code
Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the MPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

JDOM 1.0beta9
Copyright (C) 2000-2003 Jason Hunter & Brett McLaughlin.
All rights reserved.
Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
1. Redistributions of source code must retain the above copyright notice, this list of conditions, and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions, and the disclaimer that follows these conditions in the documentation and/or other materials provided with the distribution.
3. The name "JDOM" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact <license AT jdom DOT org>.
4. Products derived from this software may not be called "JDOM", nor may "JDOM" appear in their name, without prior written permission from the JDOM Project Management <pm AT jdom DOT org>.

In addition, we request (but do not require) that you include in the end-user documentation provided with the redistribution and/or in the software itself an acknowledgement equivalent to the following:
"This product includes software developed by the JDOM Project (http://www.jdom.org/)."

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

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

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

JGoodies Forms 1.0.3

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

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the <ORGANIZATION> nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE 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.

JGoodies Looks 1.1.3

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

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

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

THIS SOFTWARE IS PROVIDED BY THE 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.

Manfred Duchrow Consulting and Software Programmer's Friend Java Object Inspector 2.0

Common Public License - v 1.0
THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS
"Contribution" means:

1. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

2. in the case of each subsequent Contributor:
   1. changes to the Program, and
   2. 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
1. 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.

2. 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.

3. 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.

4. 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:

1. it complies with the terms and conditions of this Agreement; and

2. its license agreement:

   1. 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;

   2. effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

   3. states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

   4. 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:

1. it must be made available under this Agreement; and

2. 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.
METAStuff, LTD. dom4j

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

1. Redistributions of source code must retain copyright statements and notices. Redistributions must also contain a copy of this document.

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

3. The name "DOM4J" must not be used to endorse or promote products derived from this Software without prior written permission of MetaStuff, Ltd. For written permission, please contact dom4j-info@metastuff.com.

4. Products derived from this Software may not be called "DOM4J" nor may "DOM4J" appear in their names without prior written permission of MetaStuff, Ltd. DOM4J is a registered trademark of MetaStuff, Ltd.

5. Due credit should be given to the DOM4J Project - http://www.dom4j.org

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

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

ObjectWeb ASM 1.4.3

Copyright (c) 2000-2005 INRIA, France Telecom

All rights reserved.

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

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

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

3. Neither the name of the copyright holders 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.

ObjectWeb JOTM 1.4.1

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.

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.

P6Spy

The P6Spy Software License, Version 1.2

This license is derived and fully compatible with the Apache Software license, see

Copyright (c) 2001-2003 Andy Martin, Ph.D. and Jeff Goke
All rights reserved.

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

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

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

3. The end-user documentation included with the redistribution, if any, must include
   the following acknowledgment:
The original concept and code base for P6Spy was conceived and developed by Andy Martin, Ph.D. who generously contributed the first complete release to the public under this license.

This product was due to the pioneering work of Andy that began in December of 1995 developing applications that could seamlessly be deployed with minimal effort but with dramatic results. This code is maintained and extended by Jeff Goke and with the ideas and contributions of other P6Spy contributors. (http://www.p6spy.com)

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

4. The names "P6Spy", "Jeff Goke", and "Andy Martin" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact license@p6spy.com.

5. Products derived from this software may not be called "P6Spy" nor may "P6Spy" appear in their names without prior written permission of Jeff Goke and Andy Martin.

THIS SOFTWARE IS PROVIDED ``AS IS'' AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
CONDITIONS POSTED ON ANY SPRINGSOURCE WEBSITE), THEN THE FOLLOWING LICENSE AGREEMENT TERMS ARE SUPERSEDED BY SUCH OTHER VALID AGREEMENT, AND DO NOT APPLY TO LICENSEE’S USE OF THE PRODUCT. IN ADDITION, THIS LICENSE AGREEMENT APPLIES ONLY TO THE PRODUCT AND DOES NOT APPLY TO ANY THIRD PARTY SOFTWARE, INCLUDING OPEN SOURCE COMPONENTS, AS MAY BE LISTED IN THE LICENSES DIRECTORY OR SPECIFIED IN THE DOCUMENTATION. SUCH THIRD PARTY SOFTWARE IS LICENSED UNDER THE TERMS OF THE APPLICABLE THIRD PARTY LICENSE AGREEMENT LISTED IN THE LICENSES DIRECTORY OR SPECIFIED IN THE DOCUMENTATION.

1. License Grant. Subject to the terms and conditions of this Agreement, SpringSource agrees to grant, and does hereby grant to Licensee during the term of this Agreement, a limited, non-exclusive, non-transferable right and license, solely to the object code version of the Software, and to the Documentation and any other materials provided to Licensee by SpringSource hereunder ("Materials"), without the right to grant or authorize sublicenses or to further distribute the Product or Materials, to install the Software on computers owned or leased by Licensee and to use the Product and Materials solely for Licensee’s internal business operations, development, evaluation, and educational purposes ("Permitted Uses"). The Product and Materials may not be used for any purpose other than for Permitted Uses, and may not be used by any other person or entity other than Licensee. Licensee may make up to two copies of the Product for backup and/or archival purposes.

2. License Restrictions. Licensee agrees not to: (a) copy or use the Product in any manner except as expressly permitted in this Agreement; (b) transfer, sell, rent, lease, distribute, or sublicense the Product to any third party; (c) use the Product for providing time-sharing services, service bureau services or as part of an application services provider or as a service offering; (d) reverse engineer (except as permitted by applicable law), disassemble, decompile the Products; (e) alter modify, enhance or prepare any derivative work from, the Product; (f) alter or remove any proprietary notices in the Product; or (g) make available to any third party any analysis of the results of operation of the Product, including benchmarking results, without the prior written consent of SpringSource.

3. Ownership. The Product and Materials are and shall remain the sole property of SpringSource and its licensors, and, except as expressly provided herein, SpringSource and its licensors retain all right, title and interest in and to the Product or Materials, including all intellectual property rights therein and thereto.

4. Requirements of Licensee. Licensee may provide feedback regarding the Product including without limitation any functionality issues, and errors, flaws, failures, or faults in the Product (collectively, "Feedback") via an online SpringSource forum or other method. Licensee hereby grants to SpringSource a perpetual, irrevocable, worldwide, sublicensable, transferable, royalty-free, fully-paid, right and license to use and exploit in any manner and for any purpose all Feedback and related information.

5. Confidential Information. The Product and Materials contain Confidential Information and trade secrets of SpringSource and its licensors. "Confidential Information" means all software code and information furnished by SpringSource in oral, written or machine-readable form, disclosed as a result of this Agreement, and that should reasonably have been understood by Licensee, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to SpringSource, a SpringSource affiliate or other third party. Licensee will use the same standard of care to prevent unauthorized access to or disclosure of the Confidential Information that Licensee
uses to prevent the disclosure of its own similar confidential information, but in no event less than a reasonable standard of care. Licensee will disclose the Confidential Information only to its employees with a need to know for the purposes of this Agreement. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that becomes publicly known through no fault of the Licensee or its personnel. All obligations regarding Confidential Information received prior to the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

6. Warranty Disclaimer. THE PRODUCT AND THE MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY OF DATA, SYSTEM INTEGRATION, COURSE OF PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE. SPRINGSOURCE DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

7. Limitation of Liability. IN NO EVENT WILL SPRINGSOURCE BE LIABLE FOR ANY CLAIM BASED UPON A THIRD PARTY CLAIM, OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF SPRINGSOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPRINGSOURCE'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED ONE THOUSAND DOLLARS (US $1,000). THE ALLOCATIONS OF LIABILITY IN THIS SECTION 7 REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES, AND THE COMPENSATION OF SPRINGSOURCE FOR THE SERVICES PROVIDED HEREUNDER REFLECTS SUCH ALLOCATIONS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE AN ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

8. Term and Termination. The term of this Agreement will begin on the earlier of the date this Agreement is accepted by Licensee or Licensee's first use of the Product and end on the date this Agreement is terminated by either party. This Agreement may be terminated at any time by either party upon written notice to the other party. Upon termination or expiration of this Agreement, Licensee will use reasonable efforts to deinstall and destroy the Product or return the Product and Materials to SpringSource. Termination will not affect any claim, liability or right arising prior to termination. All rights and obligations granted under Sections 2, 3, 5, 6, 7, 8, 9 and 10 of this Agreement will survive the expiration or termination of this Agreement.

9. Government Rights. The Products under this Agreement are "commercial computer Products" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer Products and/or commercial computer Products documentation subject to the terms and this Agreement as specified in 48C.F.R.
Third-Party Open Source Applications 1-41

12.212 (Computer Products) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer Products and/or commercial computer Products documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors. Licensee will not export the Products in violation of the export laws of the United States or of any other country.

10. General. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Licensee to place orders or otherwise effect transactions hereunder, which such terms are hereby rejected. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter hereof, provided that if Licensee has entered into or later enters into another valid agreement with SpringSource regarding the Product (whether or not such other valid agreement was physically executed by Licensee, including without limitation any "click-through" agreement or any applicable terms and conditions posted on any SpringSource website), then such other agreement shall supersede this Agreement. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement. Neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control (excluding payment of monies due). Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of SpringSource and Licensee and do not create any right in favor of any third party. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California without reference to its conflict of laws principles. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of a court of competent jurisdiction located in the Northern District of California or a state court located in San Francisco, California, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. All notices must be in writing and will be effective three (3) days after the date sent.
READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THAT YOU HAVE THE ABILITY TO BIND THE ENTITY RECEIVING THE PRODUCT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT INSTALL OR USE THE PRODUCT. NOTWITHSTANDING THE FOREGOING, IF LICENSEE HAS ENTERED INTO ANOTHER VALID AGREEMENT WITH SPRINGSOURCE THAT COVERS THE PRODUCT (WHETHER OR NOT SUCH VALID AGREEMENT WAS PHYSICALLY EXECUTED BY LICENSEE, INCLUDING, WITHOUT LIMITATION ANY "CLICK-THROUGH" AGREEMENT OR ANY APPLICABLE TERMS AND CONDITIONS POSTED ON ANY SPRINGSOURCE WEBSITE), THEN THE FOLLOWING LICENSE AGREEMENT TERMS ARE SUPERSEDED BY SUCH OTHER VALID AGREEMENT, AND DO NOT APPLY TO LICENSEE’S USE OF THE PRODUCT. IN ADDITION, THIS LICENSE AGREEMENT APPLIES ONLY TO THE PRODUCT AND DOES NOT APPLY TO ANY THIRD PARTY SOFTWARE, INCLUDING OPEN SOURCE COMPONENTS, AS MAY BE LISTED IN THE LICENSES DIRECTORY OR SPECIFIED IN THE DOCUMENTATION. SUCH THIRD PARTY SOFTWARE IS LICENSED UNDER THE TERMS OF THE APPLICABLE THIRD PARTY LICENSE AGREEMENT LISTED IN THE LICENSES DIRECTORY OR SPECIFIED IN THE DOCUMENTATION.

1. License Grant. Subject to the terms and conditions of this Agreement, SpringSource agrees to grant, and does hereby grant to Licensee during the term of this Agreement, a limited, non-exclusive, non-transferable right and license, solely to the object code version of the Software, and to the Documentation and any other materials provided to Licensee by SpringSource hereunder ("Materials"), without the right to grant or authorize sublicenses or to further distribute the Product or Materials, to install the Software on computers owned or leased by Licensee and to use the Product and Materials solely for Licensee’s internal business operations, development, evaluation, and educational purposes ("Permitted Uses"). The Product and Materials may not be used for any purpose other than for Permitted Uses, and may not be used by any other person or entity other than Licensee. Licensee may make up to two copies of the Product for backup and/or archival purposes.

2. License Restrictions. Licensee agrees not to: (a) copy or use the Product in any manner except as expressly permitted in this Agreement; (b) transfer, sell, rent, lease, distribute, or sublicense the Product to any third party; (c) use the Product for providing time-sharing services, service bureau services or as part of an application services provider or as a service offering; (d) reverse engineer (except as permitted by applicable law), disassemble, decompile the Products; (e) alter modify, enhance or prepare any derivative work from, the Product; (f) alter or remove any proprietary notices in the Product; or (g) make available to any third party any analysis of the results of operation of the Product, including benchmarking results, without the prior written consent of SpringSource.

3. Ownership. The Product and Materials are and shall remain the sole property of SpringSource and its licensors, and, except as expressly provided herein, SpringSource and its licensors retain all right, title and interest in and to the Product or Materials, including all intellectual property rights therein and thereto.

4. Requirements of Licensee. Licensee may provide feedback regarding the Product including without limitation any functionality issues, and errors, flaws, failures, or faults in the Product (collectively, "Feedback") via an online SpringSource forum or other method. Licensee hereby grants to SpringSource a perpetual, irrevocable, worldwide, sublicensable, transferable, royalty-free, fully-paid, right and license to use and exploit in any manner and for any purpose all Feedback and related information.

1-42 Oracle Retail Merchandising Licensing Information
5. Confidential Information. The Product and Materials contain Confidential Information and trade secrets of SpringSource and its licensors. "Confidential Information" means all software code and information furnished by SpringSource in oral, written or machine-readable form, disclosed as a result of this Agreement, and that should reasonably have been understood by Licensee, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to SpringSource, a SpringSource affiliate or other third party. Licensee will use the same standard of care to prevent unauthorized access to or disclosure of the Confidential Information that Licensee uses to prevent the disclosure of its own similar confidential information, but in no event less than a reasonable standard of care. Licensee will disclose the Confidential Information only to its employees with a need to know for the purposes of this Agreement. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that becomes publicly known through no fault of the Licensee or its personnel. All obligations regarding Confidential Information received prior to the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

6. Warranty Disclaimer. THE PRODUCT AND THE MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY OF DATA, SYSTEM INTEGRATION, COURSE OF PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE. SPRINGSOURCE DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

7. Limitation of Liability. IN NO EVENT WILL SPRINGSOURCE BE LIABLE FOR ANY CLAIM BASED UPON A THIRD PARTY CLAIM, OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF SPRINGSOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPRINGSOURCE'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED ONE THOUSAND DOLLARS (US $1,000). THE ALLOCATIONS OF LIABILITY IN THIS SECTION 7 REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES, AND THE COMPENSATION OF SPRINGSOURCE FOR THE SERVICES PROVIDED HEREUNDER REFLECTS SUCH ALLOCATIONS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE AN ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

8. Term and Termination. The term of this Agreement will begin on the earlier of the date this Agreement is accepted by Licensee or Licensee's first use of the Product and end on the date this Agreement is terminated by either party. This Agreement may be terminated at any time by either party upon written notice to the other party. Upon termination or expiration of this Agreement, Licensee will use reasonable efforts to deinstall and destroy the Product or return the Product and Materials to SpringSource. Termination will not affect any claim, liability or right
arising prior to termination. All rights and obligations granted under Sections 2, 3, 5, 6, 7, 8, 9 and 10 of this Agreement will survive the expiration or termination of this Agreement.

9. Government Rights. The Products under this Agreement are "commercial computer Products" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer Products and/or commercial computer Products documentation subject to the terms and this Agreement as specified in 48C.F.R. 12.212 (Computer Products) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer Products and/or commercial computer Products documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors. Licensee will not export the Products in violation of the export laws of the United States or of any other country.

10. General. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Licensee to place orders or otherwise effect transactions hereunder, which such terms are hereby rejected. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter hereof, provided that if Licensee has entered into or later enters into another valid agreement with SpringSource regarding the Product (whether or not such other valid agreement was physically executed by Licensee, including without limitation any "click-through" agreement or any applicable terms and conditions posted on any SpringSource website), then such other agreement shall supersede this Agreement. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement. Neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control (excluding payment of monies due). Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of SpringSource and Licensee and do not create any right in favor of any third party. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California without reference to its conflict of laws principles. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of a court of competent jurisdiction located in the Northern District of California or a state court located in San Francisco, California, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. All notices must be in writing and will be effective three (3) days after the date sent.
The installer provided with Oracle Retail Allocation contains some or all of the following third party libraries:

- Software Provider: AntInstaller
  Software Name: AntInstaller
  Software Version: 0.8 with customizations
  Provider Web Site: http://antinstaller.sourceforge.net

- Software Provider: Apache
  Software Name: Ant
  Software Version: 1.6.5
  Provider Web Site: http://ant.apache.org
  See Ant documentation for other third party libraries that are a part of the Ant distribution.

- Software Provider: JGoodies
  Software Name: JGoodies Looks
  Software Version: 1.2.2

- Software Provider: Ant-Contrib
  Software Name: Ant-Contrib
  Software Version: 1.0b2
  Provider Web Site: http://ant-contrib.sourceforge.net/

- Software Provider: Apache Jakarta
  Software Name: Bean Scripting Framework
  Software Version: 2.3.0
  Provider Web Site: http://jakarta.apache.org/bsf/

- Software Provider: Mozilla
  Software Name: Rhino
  Software Version: 1.5R3
  Provider Web Site: http://www.mozilla.org/rhino/

- Software Provider: Incanto
Software Name: Incanto
Software Version: 0.1.0
Provider Web Site: http://incanto.sourceforge.net/

Software Provider: OOPS Consultancy
Software Name: XMLTask
Software Version: 1.13
Provider Web Site: http://www.oopsconsultancy.com/software/xmltask/

Third-Party Open Source Applications
This section lists the applications used by Oracle Retail Merchandising products’ installer and the license each application uses.

Ant-Contrib 1.0b2
Ant-Contrib 1.0b2 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004 in Appendix A.

AntInstaller 0.8
AntInstaller 0.8 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004 in Appendix A.

Apache Ant 1.6.5
This program contains third-party ApacheAnt code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Apache Ant 1.6.5 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Jakarta Bean Scripting Framework 2.3.0
This program contains third-party Apache Jakarta Bean Scripting Framework code from The Apache Software Foundation. Under the terms of The Apache Software Foundation license, Oracle is required to license The Apache Software Foundation software to you under the following terms. Note that the terms contained in the Oracle program license that accompanied this product do not apply to The Apache Software Foundation software, and your rights to use the software are solely as set forth below. Oracle is not responsible for the performance of The Apache Software Foundation software, does not provide technical support for the software, and shall not be liable for any damages arising out of any use of the software.

Apache Jakarta Bean Scripting Framework 2.3.0 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.
Incanto 0.1.0

Copyright © 2005-2007 The Incanto Project [incanto.sourceforge.net]

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.

JGoodies Looks 1.2.2

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

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

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

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

THIS SOFTWARE IS PROVIDED BY THE 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.

Mozilla Rhino 1.5R3

Mozilla Public License Version 1.1

1. Definitions.

1.0.1. "Commercial Use"

means distribution or otherwise making the Covered Code available to a third party.
1.1. "Contributor"
means each entity that creates or contributes to the creation of Modifications.

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

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

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

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

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

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

1.8. "License"
means this document.

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

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

1. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.
2. Any new file that contains any part of the Original Code or previous Modifications.

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

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

1.11. "Source Code"
means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts
used to control compilation and installation of an Executable, or source code
differential comparisons against either the Original Code or another well known,
available Covered Code of the Contributor's choice. The Source Code can be in a
compressed or archival form, provided the appropriate decompression or de-archiving
software is widely available for no charge.

1.12. "You" (or "Your")

means an individual or a legal entity exercising rights under, and complying with all
of the terms of, this License or a future version of this License issued under Section 6.1.
For legal entities, "You" includes any entity which controls, is controlled by, or is under
common control with You. For purposes of this definition, "control" means (a) the
power, direct or indirect, to cause the direction or management of such entity, whether
by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the
outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive
license, subject to third party intellectual property claims:

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

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

3. the licenses granted in this Section 2.1 (a) and (b) are effective on the date Initial
Developer first distributes Original Code under the terms of this License.

4. Notwithstanding Section 2.1 (b) above, no patent license is granted: 1) for code
that You delete from the Original Code; 2) separate from the Original Code; or 3)
for infringements caused by: i) the modification of the Original Code or ii) the
combination of the Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You
a world-wide, royalty-free, non-exclusive license

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

2. 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).

3. the licenses granted in Sections 2.2 (a) and 2.2 (b) are effective on the date
Contributor first makes Commercial Use of the Covered Code.
4. Notwithstanding Section 2.2 (b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims

If Contributor has knowledge that a license under a third party’s intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.
(b) Contributor APIs

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the legal file.

(c) Representations. Contributor represents that, except as disclosed pursuant to Section 3.4 (a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices. You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions. You may distribute Covered Code in Executable form only if the requirements of Sections 3.1, 3.2, 3.3, 3.4 and 3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

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

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be
included in the legal file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.
This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions
Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLA", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. Disclaimer of warranty
Covered code is provided under this license on an "as is" basis, without warranty of any kind, either expressed or implied, including, without limitation, warranties that the covered code is free of defects, merchantable, fit for a particular purpose or non-infringing. The entire risk as to the quality and performance of the covered code is with you. Should any covered code prove defective in any respect, you (not the initial developer or any other contributor) assume the cost of any necessary servicing, repair or correction. This disclaimer of warranty constitutes an essential part of this license. No use of any covered code is authorized hereunder except under this disclaimer.

8. Termination
8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

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

2. any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

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

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. Limitation of liability

Under no circumstances and under no legal theory, whether tort (including negligence), contract, or otherwise, shall you, the initial developer, any other contributor, or any distributor of covered code, or any supplier of any of such parties, be liable to any person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if such party shall have been informed of the possibility of such damages. This limitation of liability shall not apply to liability for death or personal injury resulting from such party's negligence to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to you.

10. U.S. government end users


11. Miscellaneous

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be
reformed only to the extent necessary to make it enforceable. This License shall be
governed by California law provisions (except to the extent applicable law, if any,
provides otherwise), excluding its conflict-of-law provisions. With respect to disputes
in which at least one party is a citizen of, or an entity chartered or registered to do
business in the United States of America, any litigation relating to this License shall be
subject to the jurisdiction of the Federal Courts of the Northern District of California,
with venue lying in Santa Clara County, California, with the losing party responsible
for costs, including without limitation, court costs and reasonable attorneys’ fees and
expenses. The application of the United Nations Convention on Contracts for the
International Sale of Goods is expressly excluded. Any law or regulation which
provides that the language of a contract shall be construed against the drafter shall not
apply to this License.

12. Responsibility for claims

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

13. Multiple-licensed code

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed".
"Multiple-Licensed" means that the Initial Developer permits you to utilize portions of
the Covered Code under Your choice of the MPL or the alternative licenses, if any,
specified by the Initial Developer in the file described in Exhibit A.

OOPS Consultancy XMLTask 1.13

The Apache Software License, Version 1.1

Copyright (c) 2000 The Apache Software Foundation. All rights reserved.

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

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

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

3. The end-user documentation included with the redistribution, if any, must include
   the following acknowledgment:
      "This product includes software developed by the Apache Software Foundation
      (http://www.apache.org/)." Alternately, this acknowledgment may appear in the
      software itself, if and wherever such third-party acknowledgments normally
      appear.

4. The names "Apache" and "Apache Software Foundation" must not be used to
   endorse or promote products derived from this software without prior written
   permission. For written permission, please contact apache@apache.org.

5. Products derived from this software may not be called "Apache", nor may
   "Apache" appear in their name, without prior written permission of the Apache
   Software Foundation.
THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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

Portions of this software are based upon public domain software originally written at the National Center for Supercomputing Applications, University of Illinois, Urbana-Champaign.

mailto:xmltask@oopsconsultancy.com

http://www.oopsconsultancy.com/software/xmltask.html
This appendix contains licensing information for the third-party open-source applications included with Oracle Retail Allocation.

Apache

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

Apache License, Version 2.0, January 2004

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

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

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

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

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

END OF TERMS AND CONDITIONS
Mozilla Public License Version 1.1

1. Definitions.

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

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

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

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

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

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

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

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

1.8. "License"  
means this document.

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

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

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

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

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

1.10.1. "Patent Claims"

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

1.11. "Source Code"

means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor’s choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your")

means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

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

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

c. the licenses granted in this Section 2.1 (a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

d. Notwithstanding Section 2.1 (b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

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

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

c. the licenses granted in Sections 2.2 (a) and 2.2 (b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

d. Notwithstanding Section 2.2 (b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.
3.4. Intellectual Property Matters

(a) Third Party Claims

If Contributor has knowledge that a license under a third party’s intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs

If Contributor’s Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the legal file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4 (a) above, Contributor believes that Contributor’s Modifications are Contributor’s original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients’ rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Sections 3.1, 3.2, 3.3, 3.4 and 3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients’ rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable
version does not attempt to limit or alter the recipient’s rights in the Source Code
version from the rights set forth in this License. If You distribute the Executable
version under a different license You must make it absolutely clear that any terms
which differ from this License are offered by You alone, not by the Initial Developer or
any Contributor. You hereby agree to indemnify the Initial Developer and every
Contributor for any liability incurred by the Initial Developer or such Contributor as a
result of any such terms You offer.

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

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect
to some or all of the Covered Code due to statute, judicial order, or regulation then
You must: (a) comply with the terms of this License to the maximum extent possible;
and (b) describe the limitations and the code they affect. Such description must be
included in the legal file described in Section 3.4 and must be included with all
distributions of the Source Code. Except to the extent prohibited by statute or
regulation, such description must be sufficiently detailed for a recipient of ordinary
skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in
Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions
Netscape Communications Corporation ("Netscape") may publish revised and/or new
versions of the License from time to time. Each version will be given a distinguishing
version number.

6.2. Effect of New Versions
Once Covered Code has been published under a particular version of the License, You
may always continue to use it under the terms of that version. You may also choose to
use such Covered Code under the terms of any subsequent version of the License
published by Netscape. No one other than Netscape has the right to modify the terms
applicable to Covered Code created under this License.

6.3. Derivative Works
If You create or use a modified version of this License (which you may only do in
order to apply it to code which is not already Covered Code governed by this License),
You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL",
"MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear
in your license (except to note that your license differs from this License) and (b)
otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. Disclaimer of warranty

Covered code is provided under this license on an "as is" basis, without warranty of any kind, either expressed or implied, including, without limitation, warranties that the covered code is free of defects, merchantable, fit for a particular purpose or non-infringing. The entire risk as to the quality and performance of the covered code is with you. Should any covered code prove defective in any respect, you (not the initial developer or any other contributor) assume the cost of any necessary servicing, repair or correction. This disclaimer of warranty constitutes an essential part of this license. No use of any covered code is authorized hereunder except under this disclaimer.

8. Termination

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

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

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

2. any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.
8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. Limitation of liability

Under no circumstances and under no legal theory, whether tort (including negligence), contract, or otherwise, shall you, the initial developer, any other contributor, or any distributor of covered code, or any supplier of any of such parties, be liable to any person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if such party shall have been informed of the possibility of such damages. This limitation of liability shall not apply to liability for death or personal injury resulting from such party's negligence to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to you.

10. U.S. government end users


11. Miscellaneous

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys’ fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. Responsibility for claims

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

13. Multiple-licensed code

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the MPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

SourceForge

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

SourceForge.net Terms and Conditions of Use ("Terms")

IN THESE TERMS, "WE," "US," "ITS" AND "OUR" REFER TO SOURCEFORGE, INC., its parent corporation, subsidiaries, and affiliated companies ("COMPANY"), AND "YOU" AND "YOUR" REFER TO YOU. Before using SourceForge.net, please read these Terms relating to your use of this web site carefully.

1. USE OF SERVICES

COMPANY offers online resources for open source software development and content creation on SourceForge.net, including communications tools, source code version control, project management tools, online forums, personalized content, a donation system, branded programming, and a beta version of a marketplace.

COMPANY offers SourceForge.net to you, provided that you represent that you are of legal age to create binding contractual and financial obligations for any liability that you may incur as a result of your use of SourceForge.net.

Your use of SourceForge.net constitutes your agreement with the Terms and the SourceForge.net policies ("Policies") posted from time to time and the Privacy Statement, both of which are incorporated by this reference into the Terms. Your use of a particular SourceForge.net service ("Service") may be subject to specific guidelines ("Service-Specific Rules") posted from time to time and incorporated by this reference into the Terms. Use of the Services constitutes full acceptance of and agreement to the Service-Specific Rules.

If you do not agree to these Terms, then you are not granted rights to use SourceForge.net or any of its Services, and you should refrain from accessing SourceForge.net and its Services. If you violate any of these Terms, your permission to use SourceForge.net automatically terminates.

SourceForge.net reserves the right to update and change the Terms, including without limitation the Privacy Statement, Policies and/or Service-Specific Rules, from time to time. COMPANY will alert users of any changes by email. Updates and changes to these Terms will be reflected in and accessible through the URL where such Terms first appeared. Users should periodically review the most recent version of the Terms, including without limitation the Privacy Statement, Policies and Service-Specific Rules. Use of SourceForge.net after changes to the Terms constitutes acceptance of any changes. It is therefore important that you regularly review these Terms and keep your contact information current to ensure you receive any changes via email.
Please note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on this website and that you give to other website users. You assume all risks associated with dealing with other users. We expect that you will use caution and common sense when using this website.

2. REGISTRATION OBLIGATIONS

In order to access certain Services, you may be required to register and obtain an account with SourceForge.net.

When registering, you must: (a) provide true, accurate, current and complete information (collectively, the "Registration Data") and (b) update the Registration Data as necessary. If, after investigation, we have reasonable grounds to suspect that your information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and prohibit any or all use of SourceForge.net by you.

You will receive a password and account designation upon completing a SourceForge.net registration process. You are responsible for maintaining the confidentiality of your password, and for all activities that occur through your account. You agree to immediately notify COMPANY of any unauthorized use of your password or account or any other breach of security. COMPANY will not be liable for any loss or damage arising from your failure to provide accurate information or to keep your password secure. Use unique numbers, letters, and special characters for passwords and log off from your account at the end of each session.

SourceForge.net handles user Registration Data in accordance with the SourceForge.net Privacy Statement accessible at http://sourceforge.net/tos/privacy.php.

3. APPROPRIATE CONDUCT AND RELATED USER REPRESENTATIONS AND WARRANTIES

As used throughout these Terms, "Content" means any text, data, software, music, sound, photograph, graphic, video, message, or material, whether publicly posted, or privately transmitted via SourceForge.net. You agree that you are responsible for your own conduct and any Content that you or anyone using your account creates, transmits or displays when on SourceForge.net ("Your Content") and for any consequences thereof. "Content" includes text or data entered into and stored by publicly-accessible site features such as message boards and bug trackers ("SourceForge.net Public Content"), and any input, suggestions, or other feedback ("Feedback") relating to or in the SourceForge.net site or any Service.

When you create or make available Your Content, you thereby represent and warrant that:

1. you own or have sufficient rights to post Your Content posted by, on or through SourceForge.net;

2. the posting of Your Content on or through SourceForge does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person;

3. you have fully complied with any third-party licenses relating to Your Content, agree to pay for all royalties, fees and any other monies owning any person by reason of any of Your Content that you posted to or through SourceForge.net;
4. Your Content does not contain any viruses, worms, Trojan horses, malicious code or other harmful or destructive content;

5. Your Content is not obscene, lewd, lascivious, excessively violent, harassing, libelous or slanderous, does not advocate the violent overthrow of the government of the United States, does not incite, encourage or threaten immediate physical harm against another, does not violate any applicable law, regulation, or rule, and does not violate the privacy or publicity rights of any third party;

6. Your Content does not contain material that solicits personal information from anyone under 18 or exploit people under the age of 18 in a sexual or violent manner, and does not violate any federal or state law concerning child pornography or otherwise intended to protect the health and wellbeing of minors;

7. if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to make available Your Content, or (ii) secured from your employer a waiver as to all rights in or to Your Content;

8. Your Content does not violate any state or federal law designated to regulate electronic advertising;

9. Your Content does not constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on COMPANY’s or others computers or equipment, designated to enable you or others to gather information about or monitor the online or other activities of another party;

10. Your Content does not inundate the Website with communications or other traffic suggesting no serious intent to use the Website for its stated purpose;

11. Your Content does not otherwise violate, or link to material that violates any provision of this Agreement;

12. Your Content does not contain content that endorses or promotes racism, bigotry, hatred, or physical harm of any kind against another group or individual;

13. Your Content does not contain content that discriminates, incites harassment or advocates harassment of any group or individual.

You agree to use SourceForge.net only for purposes that are legal, and in accordance with the Terms, including without limitation the Privacy Statement, Service-Specific Rules and any applicable SourceForge.net Policies. To report any activity or Content that may violate the Terms, please email staff@sourceforge.net, including full email headers.

4. NO UNLAWFUL OR PROHIBITED USE

In connection with your use of SourceForge.net, you shall comply with all applicable international, state, federal, local laws, including without limitation, all laws regulating exports. You are aware that all postings of open source encryption code must be simultaneously reported by email to the U.S. government. You are responsible for submitting this email report to the U.S. government in accordance with procedures described in:

http://www.bis.doc.gov/encryption/PubAvailEncSourceCodeNotify.html and Section 740.13(e) of the EAR.

You represent you are not a person on a list barring you from receiving services under U.S. laws or other applicable jurisdiction, including without limitations, Denied Persons List, Entity List, and other lists issued by the U.S. Department of Commerce, Bureau of Industry and Security, detailed at

http://www.bis.doc.gov/complianceandenforcement/ListsToCheck.htm (or successor
sites thereto). Users residing in countries on the United States Office of Foreign Assets Control sanction list, including Cuba, Iran, North Korea, Sudan and Syria, may not post or access Content available through SourceForge.net.

In addition to the above, you may not access or use SourceForge.net for any purpose other than that for which COMPANY makes it available. Certain activities, even if legal, may violate the common rules of etiquette governing Content, as determined by COMPANY in its sole discretion.

Without limiting any other remedies, COMPANY may suspend or terminate your SourceForge.net account if we suspect that you have engaged in unlawful activity in connection with SourceForge.net. In addition, COMPANY reserves the right, in its sole discretion to investigate and take appropriate legal action against anyone who, in COMPANY's sole discretion violates this provision. Prohibited activity includes, but is not limited to:

1. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets;
2. transmitting chain letters or junk mail to other users;
3. using any information obtained from the web site in order to contact, advertise to, solicit, or sell to any user without such user's prior explicit consent;
4. engaging in automated use of the system, such as using scripts to send comments or messages;
5. interfering with, disrupting, or creating an undue burden on the web site or the networks or services connected to the web site, including, without limitation, hacking into the web site;
6. attempting to impersonate another user or person;
7. using the username of another person;
8. selling or otherwise transferring your profile; and
9. using any information obtained from the web site to harass, abuse or harm another person.

5. SOURCEFORGE.NET PRIVACY STATEMENT

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in our Privacy Statement. For information about our data protection practices, please read our Privacy Statement at http://sourceforge.net/tos/privacy.php. If you object in any way to these practices, please do not use our Services.

You understand that the technical processing and transmission of COMPANY Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services.

6. PROPRIETARY RIGHTS

COMPANY's Rights

You agree that content contained in sponsor advertisements or presented to you through SourceForge.net ("Sponsor Content"), along with any necessary software used
in connection with operating SourceForge.net, contain proprietary and confidential information that are protected by intellectual property and other laws and treaties. In addition, the content on the Website, except for all Content, including without limitation, the text, graphics, photos, sounds, sayings and the like ("Materials") and the trademarks, service marks and logos of COMPANY contained therein ("Marks"), are owned by or licensed to COMPANY, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions.

Materials, Content and Sponsor Content on the web site and any necessary software used in connection with operating SourceForge.net are provided to you "AS IS" for your personal information and use and, except as expressly authorized by COMPANY or respective third party rights holders in a separate written agreement, you agree not to otherwise use, copy, modify, rent, lease, loan, sell, distribute, transmit, broadcast, create derivative works of, or exploit the Materials, Content, Sponsor Content, and any necessary software used in connection with operating SourceForge.net, in whole or in part.

You also agree not to remove, obscure, or alter COMPANY’s or any third party’s copyright, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through SourceForge.net.

You agree not to access SourceForge.net by any means other than through the interface that is provided by COMPANY, unless otherwise specifically authorized by COMPANY in a separate written agreement. You also agree not to circumvent, disable or otherwise interfere with security related features of the web site or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the web site or the Materials therein.

You agree to use COMPANY Marks in accordance with COMPANY’s trademark guidelines detailed at https://sourceforge.net/docs/H10/. SourceForge.net is a registered trademark of COMPANY in the United States and other countries; COMPANY, the SourceForge.net logo and other SourceForge.net-related trademarks, service marks, and product and service names are trademarks of COMPANY. All other names and designs may be trademarks of their respective owners.

Your Rights

Except for Feedback, which you agree to grant COMPANY any and all intellectual property rights owned or controlled by you relating to the Feedback, COMPANY claims no ownership or control over any Content. You or your third party licensor, as applicable, retain all intellectual property rights to any Content and you are responsible for protecting those rights, as appropriate.

With respect to SourceForge.net Public Content, the submitting user retains ownership of such SourceForge.net Public Content, except that publicly-available statistical content which is generated by COMPANY to monitor and display SourceForge.net project activity is owned by COMPANY.

By submitting, posting or displaying Content on or through SourceForge.net, you grant COMPANY a worldwide, non-exclusive, irrevocable, perpetual, fully sublicensable, royalty-free license to use, reproduce, adapt, modify, translate, create derivative works from, publish, perform, display, rent, resell and distribute such Content (in whole or part) on SourceForge.net and incorporate Content in other works, in any form, media, or technology developed by COMPANY, though COMPANY is not required to incorporate Feedback into any COMPANY products or services. COMPANY reserves the right to syndicate Content submitted, posted or displayed by you on or through SourceForge.net and use that Content in connection with any service offered by COMPANY.
With respect to Content posted to private areas of SourceForge.net (e.g., private SourceForge.net development tools or SourceForge.net Mail), the submitting user may grant to COMPANY or other users such rights and licenses as the submitting user deems appropriate.

7. ALLEGATIONS OF COPYRIGHT INFRINGEMENT OR TRADEMARK INFRINGEMENT

Copyrights
You may not post, modify, distribute or reproduce in any way any copyrighted materials, trademarks or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights.

Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office web site, http://www.copyright.gov/legislation/dmca.pdf). Please note that you will be liable for damages (including costs and attorneys’ fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

If you believe that your work has been copied and is accessible on SourceForge.net in a way that constitutes copyright infringement, send a written notification pursuant to the COMPANY’s Digital Millennium Copyright Act ("DMCA”) Notification Procedure: https://sourceforge.net/docs/H10/.

Trademarks
COMPANY is generally unable to evaluate the merits of trademark disputes because trademark rights may be based on registration or common law use, exist only for certain categories of goods or services and may differ internationally. Therefore, COMPANY encourages you to resolve trademark disputes directly rather than utilize COMPANY as an intermediary.

8. LICENSING AND OTHER TERMS APPLYING TO CODE AND OTHER CONTENT POSTED ON SOURCEFORGE.NET

SourceForge.net fosters software development and content creation under Open-Source Initiative ("OSI")-approved licenses or other arrangements relating to software and/or content development that may be approved by COMPANY. For more information about OSI, and OSI-approved licenses, visit www.opensource.org.

Use, reproduction, modification, and ownership of intellectual property rights to data stored in CVS, SVN or as a file release and posted by any user on SourceForge.net (“Source Code”) shall be governed by and subject to the OSI-approved license, or to such other licensing arrangements approved by COMPANY, applicable to such Source Code.

Content located on any SourceForge.net-hosted subdomain which is subject to the sole editorial control of the owner or licensee of such subdomain, shall be subject to the OSI-approved license, or to such other licensing arrangements that may be approved by COMPANY, applicable to such Content.

9. NO RESALE OF SERVICE

You agree not to sell, resell or offer for any commercial purposes, any portion of, use of, or access to, Services on SourceForge.net, except those that are specifically endorsed or approved by COMPANY. You shall not do the following without the express
written consent of COMPANY: (a) make any unauthorized use of the SourceForge.net Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email; and (b) engage in unauthorized framing of or linking to the web site.

10. GENERAL PRACTICES REGARDING USE AND STORAGE

You agree that COMPANY has no responsibility or liability for the deletion or failure to store any Content or other communications maintained or transmitted on SourceForge.net. While COMPANY will use reasonable efforts to back up site data and make such data available in the event of loss or deletion, COMPANY has no responsibility or liability for the deletion or failure to store any communications or Content maintained or transmitted on SourceForge.net.

Though COMPANY may currently have no set fixed upper limit on the number of transmissions you may send or receive through SourceForge.net, or the amount of storage space you use on the site, COMPANY retains the right, at its sole discretion, to create limits at any time and COMPANY will alert users of any such limits by email and post updated Terms in accordance with Section 1.

COMPANY reserves the right to mark as "inactive" and archive SourceForge.net accounts and/or projects that are inactive for extended periods of time.

Upon the termination of your SourceForge.net account, for any reason, including as a result of inactivity, violation of these Terms, or receipt of a certificate or other legal document confirming your death, COMPANY will close your account and you will no longer be able to retrieve materials contained in that account.

SourceForge.net will not pre-screen or review Content, but COMPANY reserves the right (but does not undertake the obligation) in its sole discretion to: (a) monitor the web site for violations of these Terms, (b) take appropriate legal action against anyone who, in COMPANY’s sole discretion, violates these Terms, including, without limitation, reporting you to law enforcement authorities; (c) refuse, restrict access to or the availability of, or disable (to the extent technologically feasible) any user’s Content or any portion thereof that may violate these Terms or any COMPANY policy; (d) terminate the accounts of repeat infringers; (e) otherwise manage the web site in a manner designed to protect the rights and property of COMPANY and others and to facilitate the proper functioning of the web site; and (f) restrict access to or the availability of material that COMPANY, in its sole discretion, considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

11. SOURCEFORGE.NET MARKETPLACE

Service-Specific Rules relating to our SourceForge.net Marketplace are available at http://sourceforge.net/tos/marketplace.php. We may change the fees for our SourceForge.net Marketplace services from time to time in our sole discretion upon fourteen (14) days advance notice. You are responsible for paying all fees and all applicable taxes associated with using our SourceForge.net Marketplace. If COMPANY terminates your use of the web site for breach of these Terms, you will not be entitled to any refund of any portion of the fees.

Using contact information obtained from SourceForge.net Marketplace to solicit services outside of the SourceForge.net Marketplace is not permitted. If you have been impermissibly solicited for services outside of the SourceForge.net Marketplace, please report the solicitation to us by sending a copy of solicitation, and if by email, include the full header in order for us to trace the pathway of the email.
12. DONATIONS SYSTEM

Service-Specific Rules relating to our Donation System are available at http://sourceforge.net/tos/donations.php. We may change the fees for our donation services from time to time in our sole discretion upon fourteen (14) days advance notice. You are responsible for paying all fees and all applicable taxes associated with using our Donation System. If COMPANY terminates your use of the web site for breach of these Terms, you will not be entitled to any refund of any portion of the fees.

Using contact information obtained from SourceForge.net to solicit donations outside of the SourceForge.net Donation System is not permitted. If you have been impermissibly solicited for a donation outside of the SourceForge.net Donation System, please report the solicitation to us by sending a copy of solicitation, and if by email, include the full header in order for us to trace the pathway of the email.

13. SUBSCRIPTIONS

Service-Specific Rules relating to our Subscription Service are available at http://sourceforge.net/tos/subscriptions.php. We may change our Subscription Service fees from time to time in our sole discretion upon fourteen (14) days advance notice. You are responsible for paying all fees and all applicable taxes associated with using our Subscription Service. If COMPANY terminates your use of the web site for breach of these Terms, you will not be entitled to any refund of any portion of the fees.

14. LINKS TO THIRD PARTY WEB SITES

Links to third party web sites on SourceForge.net are provided solely as a convenience to the user. When a user uses these links, the user leaves SourceForge.net. SourceForge.net has not reviewed all of these third party sites, does not control, and is not responsible for, any of these sites, their content or privacy practices. SourceForge.net does not endorse or make any representations about the third party sites, or any information, services, or products found on the sites. If a user decides to access any of the linked sites, SourceForge.net encourages the user to read their privacy statements. The user accesses such sites at user's own risk.

15. INDEMNITY

YOU AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY AND EACH OF THEIR ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS (COLLECTIVELY, “COMPANY INDEMNIFIED PARTIES”) FROM ANY AND ALL THIRD PARTY CLAIMS, CAUSES OF ACTIONS, PROCEEDINGS, LIABILITIES, DAMAGES, OR OTHER DEMANDS (“CLAIMS”) (INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES, ACCOUNTING EXPENSES, AND LEGAL COSTS), ARISING FROM OR RELATED TO (A) YOUR (OR ANY USER’S OF YOUR ACCOUNT) ACCESS TO OR USE OF SOURCEFORGE.NET AND SERVICES, INCLUDING, WITHOUT LIMITATION, YOUR OR OTHERS' ACCESS OF CONTENT OR OTHER MATERIALS AVAILABLE BY MEANS OF THE WEB SITE OR THIRD-PARTY WEB SITES, OR YOUR PURCHASING OF GOODS OR SERVICES FROM THIRD PARTIES; (B) YOUR VIOLATION OF THESE TERMS OR BREACH OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY CONTAINED IN THIS AGREEMENT; OR (C) YOUR CONTENT OR
PROVISION TO SOURCEFORGE.NET OF INFORMATION OR ANY OTHER PRODUCTS, POSTINGS, OFFERINGS, DATA OR MATERIALS. THE COMPANY INDEMNIFIED PARTIES WILL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE THROUGH COUNSEL OF THEIR CHOICE OF ANY DEFENSE BY YOU OF ANY CLAIM AS TO WHICH YOU ARE REQUIRED TO DEFEND, INDEMNIFY OR HOLD HARMLESS THE COMPANY INDEMNIFIED PARTIES ("INDEMNIFIED CLAIM"). YOU MAY NOT SETTLE ANY INDEMNIFIED CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF THE CONCERNED COMPANY INDEMNIFIED PARTIES.

16. DISCLAIMER OF WARRANTIES

COMPANY cannot control the nature of the content available on the web site. By operating the web site, COMPANY does not represent or imply that COMPANY endorses any Content or any other materials or items available on or linked to by the web site, including without limitation content hosted on third party web sites, or that COMPANY believes Content or any other materials or items to be accurate, useful or non-harmful.

COMPANY cannot guarantee and does not promise any specific results from use of the web site. No advice or information, whether oral or written, obtained by you from COMPANY or the web site shall create any warranty not expressly stated herein.

ALL PRODUCTS, SERVICES, INFORMATION, CONTENT OR ANY OTHER MATERIALS OR ITEMS PROVIDED THROUGH SOURCEFORGE.NET ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCTS, SERVICES OR INFORMATION ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEB SITE OR ANY HYPERLINKED WEB SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF CONTENT, PRODUCTS, SERVICES OR INFORMATION. AS WITH THE PURCHASE OF A PRODUCT, SERVICE OR INFORMATION THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

COMPANY DOES NOT WARRANT THAT SOURCEFORGE.NET SERVICES WILL BE TIMELY, UNINTERRUPTED, OR SECURE. SCHEDULED AND PREVENTIVE MAINTENANCE AS WELL AS REQUIRED AND EMERGENCY MAINTENANCE WORK MAY TEMPORARILY INTERRUPT SERVICES OR ACCESS TO THE WEB SITE. SOURCEFORGE.NET DOES NOT ASSUME RESPONSIBILITY FOR DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

YOU AGREE THAT YOUR USE OF THE WEB SITE AND SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AND EACH OF ITS ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THE WEB SITE, YOUR USE THEREOF, THE ACCURACY OR COMPLETENESS OF THE WEB SITE’S CONTENT, THE CONTENT OF ANY WEB SITE LINKED TO THIS WEB SITE OR THE SERVICES, PRODUCTS, INFORMATION.
OR ANY OTHER ITEMS OR MATERIALS OFFERED AND ASSUME NO LIABILITY
OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF
CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE,
OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND
USE OF OUR WEB SITE OR SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR
USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL
INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D)
ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE
WEB SITE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH
MAY BE TRANSMITTED TO OR THROUGH THE WEB SITE BY ANY THIRD PARTY,
AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS
OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF
 THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE
AVAILABLE VIA THE WEB SITE.

COMPANY RESERVES THE RIGHT TO CHANGE ITS WARRANTY POLICY SET
FORTH HEREIN, AT ANY TIME, WITHOUT NOTICE AND WITHOUT LIABILITY
TO YOU OR ANY OTHER PERSON.

17. LIMITED LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY WILL NOT BE
LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL,
EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR ANY OTHER
DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES
RESULTING FROM: (A) RELIANCE ON THE WEB SITE MATERIALS, (B) LOSS OF
USE, DATA, PROFITS, GOODWILL AND/OR OTHER INTANGIBLE LOSSES
(INCLUDING WITHOUT LIMITATION THE INABILITY TO USE
SOURCEFORGE.NET SERVICES, UNAUTHORIZED ACCESS TO OR ALTERATION
OF YOUR TRANSMISSIONS OR DATA, STATEMENTS OR CONDUCT OF ANY
THIRD PARTY ON SOURCEFORGE.NET), OR (C) DELAYS OR BUSINESS
INTERRUPTIONS ARISING OUT OF OR IN CONNECTION WITH THE USE OR
PERFORMANCE OF THE WEB SITE), WHETHER BASED ON BREACH OF
CONTRACT, WARRANTY BREACH, TORT, OR OTHERWISE, ARISING FROM
YOUR USE OF THE WEB SITE OR SERVICES, EVEN IF COMPANY HAS BEEN
ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING
ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY
AND THE LIABILITY OF EACH OF ITS OFFICERS, DIRECTORS, INVESTORS,
EMPLOYEES, AGENTS, ADVERTISERS, LICENSORS, SUPPLIERS, SERVICE
PROVIDERS AND OTHER CONTRACTORS TO YOU OR ANY THIRD PARTIES
UNDER ANY CIRCUMSTANCE IS LIMITED TO A MAXIMUM AMOUNT OF THE
Fees PAID BY YOU FOR THE SERVICES DURING THE MONTH IMMEDIATELY
PRECEDING THE EVENT GIVING RISE TO THE DAMAGES OR $100, WHICHEVER
IS LESS.

18. EXCLUSIONS AND LIMITATIONS

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR
EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION
OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE ABOVE
LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
19. RELATIONSHIP OF THE PARTIES

Nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between COMPANY and any user nor do these Terms extend rights to any third party.

20. NO THIRD PARTY BENEFICIARIES

You agree that there shall be no third party beneficiaries to the Terms.

21. NOTICE

You agree that COMPANY may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on SourceForge.net.

22. ENTIRE AGREEMENT

The Terms constitute the entire agreement between you and COMPANY with respect to the subject matter hereof and govern your use of SourceForge.net, superceding any prior understandings and agreements between you and COMPANY related to the subject matter hereof for the use of SourceForge.net. The section headings in the Terms are for convenience only and have no legal or contractual effect.

23. DISPUTES WITH COMPANY, CHOICE OF LAW AND FORUM

All disputes arising out of or relating to these Terms (including its formation, performance or alleged breach) of your access to or use of the Content and website, including without limitation your or others’ downloading or consumption of Content or other materials available by means of the web site or third party web sites, your uploading Content to the web site, or your purchasing of goods or services from third parties, will be exclusively resolved under confidential binding arbitration held in Santa Clara County, California before and in accordance with the rules of JAMS. Notwithstanding the foregoing, COMPANY will have the right to seek injunctive relief to enforce these Terms or to stop or prevent an infringement of proprietary or other third party rights.

In the event of litigation or to compel arbitration or to enforce an arbitration award under this Section, or to obtain an injunction under this Section, the parties hereby irrevocably consent and submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Santa Clara County, California. The Terms and the relationship between you and COMPANY shall be governed by the laws of the State of California without regard to its conflict of law provisions. You agree the UN Convention on Contracts for the International Sale of Goods shall not apply.

24. WAIVER AND SEVERABILITY OF TERMS

The failure of COMPANY to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree
that the court should endeavor to give effect to the parties' intentions as reflected in
the provision, and the other provisions of the Terms remain in full force and effect.

25. TIME LIMIT FOR FILING CLAIMS

Any claim or cause of action arising out of or related to use of SourceForge.net or the
Terms must be filed within one (1) year after such claim or cause of action arose or be
forever barred.

26. ASSIGNMENT

In our sole discretion, we may assign these Terms by providing notice in accordance
with the notice Section should COMPANY ever file for bankruptcy or in the event of a
sale, merger, acquisition or other transfer of all or substantially all of SourceForge.net.

27. TERM AND SURVIVAL

These Terms shall remain in full force and effect while you use the SourceForge.net
Services or are a user of SourceForge.net. You may terminate your use or participation
at any time, for any reason, by following the instructions here
(http://sourceforge.net/docman/display_doc.php?docid=14041&group_id=1#user.)
COMPANY may terminate your use or participation at any time for violation of these
Terms or any laws or to protect the integrity of the web site, the networks or services
connected to the web site or other users. COMPANY reserves the right at any time and
from time to time to modify or discontinue, temporarily or permanently,
SourceForge.net or any Service. COMPANY shall not be liable to any user or other
third party for any such modification, suspension or discontinuance. Even after your
use or participation is terminated, the material terms of these Terms will remain in
effect.