Oracle® Retail Store Inventory Management

Licensing Information Release 13.2.3

October 2011



Oracle Retail Store Inventory Management Licensing Information, Release 13.2.3

Copyright © 2010, 2011, Oracle Corporation and/or its affiliates. All rights reserved.

Primary Author: Graham Fredrickson

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 ViaTM 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 FlexTM** 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 recompilations 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

Pre	face	i
	Audience	i)
	Documentation Accessibility	i)
	Related Documents	i)
	Customer Support	
	Review Patch Documentation	
	Oracle Retail Documentation on the Oracle Technology Network	x
	Conventions	x
Í	Software and Licenses	
	Prerequisite Software and Licenses	1-1
	Oracle Business Intelligence Publisher	1-2
	Licensing Information.	1-2
	Third-Party Open Source Applications	1-2
	Apache Commons Beanutils 1.6	1-2
	Apache Commons Collections 2.1	1-3
	Apache Commons Lang 2.0	1-3
	Apache Commons Logging 1.0.1	1-3
	Apache Jakarta RegExp 1.3	1-4
	Apache Log4J 1.2.14	1-4
	Apache Xerces – XML Parser 2.9.0	1-4
	Castor 1.0.5	1-5
	JDOM 0.9	1-5
	RELAX NG 1.0	1-6
4	Appendix: Installer Third Party Software	
_		
3	Appendix: Third-Party Open Source Licenses	
	Apache	
	Apache License, Version 2.0, January 2004	
	SourceForge	

2. REGISTRATION OBLIGATIONS	B-5
3. APPROPRIATE CONDUCT AND RELATED USER REPRESENTATIONS AND	
WARRANTIES B-5	
4. NO UNLAWFUL OR PROHIBITED USE	
5. SOURCEFORGE.NET PRIVACY STATEMENT	B-7
6. PROPRIETARY RIGHTS	
7. ALLEGATIONS OF COPYRIGHT INFRINGEMENT OR TRADEMARK INFRINGEN B-9	MENT
8. LICENSING AND OTHER TERMS APPLYING TO CODE AND OTHER CONTENT POSTED ON SOURCEFORGE.NET B-9	
9. NO RESALE OF SERVICE	B-10
10. GENERAL PRACTICES REGARDING USE AND STORAGE	B-10
11. SOURCEFORGE.NET MARKETPLACE	B-11
12. DONATIONS SYSTEM	B-11
13. SUBSCRIPTIONS	B-11
14. LINKS TO THIRD PARTY WEB SITES	B-11
15. INDEMNITY	B-12
16. DISCLAIMER OF WARRANTIES	B-12
17. LIMITED LIABILITY	B-13
18. EXCLUSIONS AND LIMITATIONS	B-14
19. RELATIONSHIP OF THE PARTIES	B-14
20. NO THIRD PARTY BENEFICIARIES	B-14
21. NOTICE	B-14
22. ENTIRE AGREEMENT	B-14
23. DISPUTES WITH COMPANY, CHOICE OF LAW AND FORUM	B-14
24. WAIVER AND SEVERABILITY OF TERMS	B-15
25. TIME LIMIT FOR FILING CLAIMS	B-15
26. ASSIGNMENT	B-15
27. TERM AND SURVIVAL	B-15
COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.0	B-15
1. Definitions.	B-15
2. License Grants.	B-16
3. Distribution Obligations.	B-17
4. Versions of the License.	B-18
5. DISCLAIMER OF WARRANTY.	B-19
6. TERMINATION.	B-19
7. LIMITATION OF LIABILITY.	B-19
8. U.S. GOVERNMENT END USERS.	B-20
9. MISCELLANEOUS.	B-20
10. RESPONSIBILITY FOR CLAIMS.	B-20

Send Us Your Comments

Oracle Retail Store Inventory Management Licensing Information, Release 13.2.3

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:

- ⁿ Are the implementation steps correct and complete?
- ⁿ 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?
- ⁿ 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 new Applications Release Online Documentation CD available on My Oracle Support and www.oracle.com. 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 www.oracle.com.

Preface

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

Audience

This document is intended for all purchasers of Oracle Retail Store Inventory Management.

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 Store Inventory Management Release 13.2.3 documentation set:

- n Oracle Retail Store Inventory Management Data Model
- Oracle Retail Store Inventory Management Implementation Guide, Volume 1 Configuration, Customization and Extension
- Oracle Retail Store Inventory Management Implementation Guide, Volume 2 Integration with Oracle Retail Applications
- n Oracle Retail Store Inventory Management Implementation Guide, Volume 3 Mobile Store Inventory Management
- n Oracle Retail Store Inventory Management Installation Guide
- n Oracle Retail Store Inventory Management Online Help
- Oracle Retail Store Inventory Management Operations Guide
- n Oracle Retail Store Inventory Management Release Notes
- n Oracle Retail Store Inventory Management User Guide

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:

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

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

Software and Licenses

Prerequisite Software and Licenses

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

```
Apache Commons Beanutils 1.6
```

http://commons.apache.org/beanutils/

Apache Commons Collections 2.1

http://commons.apache.org/collections/

Apache Commons Lang 2.0

http://commons.apache.org/lang/

Apache Commons Logging 1.0.1

http://commons.apache.org/logging/

Apache Jakarta RegExp 1.3

http://jakarta.apache.org/regexp/

Apache Log4J 1.2.14

http://logging.apache.org/log4j/docs/index.html

Apache Xerces - XML Parser 2.9.0

http://xerces.apache.org/xerces2-j/index.html

Castor 1.0.5

http://www.castor.org/license.html

JDOM 0.9

http://www.jdom.org/docs/faq.html#a0030

Oracle® Application Server (OAS) 10g Enterprise Edition (10.1.3.x)

http://www.oracle.com

Oracle® Database 10g R2

http://www.oracle.com

Oracle® Retail Wireless Foundation Server 4.x – provided by Wavelink

Oracle® WebLogic Server 11g Enterprise Edition (10.3.3)

http://www.oracle.com

RELAX NG 1.0

http://relaxng.org/

SourceForge Code generation library (cglib2) 2.x

http://sourceforge.net/projects/cglib/

Oracle Business Intelligence Publisher

Oracle Retail Store Inventory Management is integrated with Oracle Business Intelligence Publisher Enterprise Version 10.1.3.x.

Licensing Information

Oracle Business Intelligence Publisher for Retail Store Inventory Management customers are granted a restricted use license of Oracle Business Intelligence Publisher. This restricted use license of Oracle Business Intelligence Publisher is provided solely for use with Oracle Store Inventory Management and can only be used to access the data used by Oracle Retail Store Inventory Management. Any use of Oracle Business Intelligence Publisher outside of Oracle Retail Store Inventory Management or against any additional data source requires the purchase of a full use Oracle Business Intelligence Publisher license.

Third-Party Open Source Applications

This section lists the applications used by Oracle Retail Store Inventory Management and the license each application uses.

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 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 1.0.1

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

Apache Jakarta RegExp 1.3

This program contains third-party Apache Jakarta RegExp 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 RegExp 1.3 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 Log4J 1.2.14 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

Apache Xerces – XML Parser 2.9.0

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

Apache Xerces – XML Parser 2.9.0 uses Apache License Version 2.0. For details, see Apache License, Version 2.0, January 2004.

"xercesImpl patch.jar" - from Apache Xerces - incorporates latest security fixes from Xerces.

Castor 1.0.5

Copyright 2004-2005 Werner Guttmann

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.

JDOM 0.9

Copyright (C) 2000-2007 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:

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

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

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

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

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

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

RELAX NG 1.0

Copyright (c) 2001, Thai Open Source Software Center Ltd, Sun Microsystems.

All rights reserved.

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

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the names 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 REGENTS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Appendix: Installer Third Party Software

The installer provided with this Oracle Retail Product 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

Provider Web Site: http://www.jgoodies.com/freeware/looks/index.html

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/

This listing is for the installer only. See the Oracle Retail Store Inventory Management Operations Guide for information about third party software used by the retail application.

Appendix: Third-Party Open Source Licenses

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

Apache

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

Apache License, Version 2.0, January 2004

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

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

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.
- Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
 - You must give any other recipients of the Work or Derivative Works a copy of this License; and
 - **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.

- 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

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 web site and that you give to other web site users. You assume all risks associated with dealing with other users. We expect that you will use caution and common sense when using this web site.

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:

- (a) you own or have sufficient rights to post Your Content posted by, on or through SourceForge.net;
- (b) 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;
- (c) 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;
- (d) Your Content does not contain any viruses, worms, Trojan horses, malicious code or other harmful or destructive content:
- (e) 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;
- (f) 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;

- (g) 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;
- (h) Your Content does not violate any state or federal law designated to regulate electronic advertising;
- (i) 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;
- (j) Your Content does not inundate the Website with communications or other traffic suggesting no serious intent to use the Website for its stated purpose;
- (k) Your Content does not otherwise violate, or link to material that violates any provision of this Agreement;
- (1) Your Content does not contain content that endorses or promotes racism, bigotry, hatred, or physical harm of any kind against another group or individual; and
- (m) 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/PubAvailEncSourceCodeNofify.ht ml 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:

- (a) 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;
- (b) transmitting chain letters or junk mail to other users;
- (c) 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;
- (d) engaging in automated use of the system, such as using scripts to send comments or messages;
- (e) 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;
- (f) attempting to impersonate another user or person;
- (g) using the username of another person;
- (h) selling or otherwise transferring your profile; and
- (i) 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 JURSIDICTIONS 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.

COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.0

1. Definitions.

- 1.1. Contributor. means each individual or entity that creates or contributes to the creation of Modifications.
- 1.2. Contributor Version. means the combination of the Original Software, prior Modifications used by a Contributor (if any), and the Modifications made by that particular Contributor.
- 1.3. Covered Software. means (a) the Original Software, or (b) Modifications, or (c) the combination of files containing Original Software with files containing Modifications, in each case including portions thereof.
- 1.4. Executable. means the Covered Software in any form other than Source Code.
- 1.5. Initial Developer, means the individual or entity that first makes Original Software available under this License.
- 1.6. Larger Work, means a work which combines Covered Software or portions thereof with code not governed by the terms of this License.
- 1.7. License, means this document.

- 1.8. Licensable. means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.
- 1.9. Modifications. means the Source Code and Executable form of any of the following:
- A. Any file that results from an addition to, deletion from or modification of the contents of a file containing Original Software or previous Modifications;
- B. Any new file that contains any part of the Original Software or previous Modification;
- C. Any new file that is contributed or otherwise made available under the terms of this License.
- 1.10. Original Software. means the Source Code and Executable form of computer software code that is originally released under this License.
- 1.11. Patent Claims, means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.
- 1.12. Source Code. means (a) the common form of computer software code in which modifications are made and (b) associated documentation included in or with such code.
- 1.13. You. (or .Your.) means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, You, includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, .control. means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. License Grants.

2.1. The Initial Developer Grant.

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

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

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

- (a) under intellectual property rights (other than patent or trademark) Licensable by Contributor to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof), either on an unmodified basis, with other Modifications, as Covered Software and/or as part of a Larger Work; and
- (b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: (1) Modifications made by that Contributor (or portions thereof); and (2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).
- (c) The licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first distributes or otherwise makes the Modifications available to a third party.
- (d) Notwithstanding Section 2.2(b) above, no patent license is granted: (1) for any code that Contributor has deleted from the Contributor Version; (2) for infringements caused by: (i) third party modifications of Contributor Version, or (ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or (3) under Patent Claims infringed by Covered Software in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Availability of Source Code.

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

3.2. Modifications.

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

3.3. Required Notices.

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

3.4. Application of Additional Terms.

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

3.5. Distribution of Executable Versions.

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

3.6. Larger Works.

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

4. Versions of the License.

4.1. New Versions.

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

4.2. Effect of New Versions.

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

4.3. Modified Versions.

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

5. DISCLAIMER OF WARRANTY.

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

6. TERMINATION.

- 6.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.
- 6.2. If You assert a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You assert such claim is referred to as .Participant.) alleging that the Participant Software (meaning the Contributor Version where the Participant is a Contributor or the Original Software where the Participant is the Initial Developer) directly or indirectly infringes any patent, then any and all rights granted directly or indirectly to You by such Participant, the Initial Developer (if the Initial Developer is not the Participant) and all Contributors under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively and automatically at the expiration of such 60 day notice period, unless if within such 60 day period You withdraw Your claim with respect to the Participant Software against such Participant either unilaterally or pursuant to a written agreement with Participant.
- 6.3. In the event of termination under Sections 6.1 or 6.2 above, all end user licenses that have been validly granted by You or any distributor hereunder prior to termination (excluding licenses granted to You by any distributor) shall survive termination.

7. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED SOFTWARE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN

INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY.S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

8. U.S. GOVERNMENT END USERS.

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

9. MISCELLANEOUS.

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

10. RESPONSIBILITY FOR CLAIMS.

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

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

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

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

Copyright (C) 1989, 1991 Free Software Foundation, Inc. 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

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

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price.

Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

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

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

You must make sure that they, too, receive or can get the source code.

And you must show them these terms so they know their rights.

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

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

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language.

(Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

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

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

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

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

- 3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:
- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange: or.
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

- 4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

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

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

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

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

- 8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

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

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

END OF TERMS AND CONDITIONS