# Sun Blade X6275 M2 Server Program Documentation

Third Party Licenses and Notices



Part No.: E25374 September 2011

# This Sun Blade X6275 Server Module Third Party Software Licenses and Notices describes licensing information for software included with your server.

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

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 is software or related software documentation that 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 America, Inc., 500 Oracle Parkway, Redwood City, CA 94065.

This software or hardware 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 or hardware in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. Oracle Corporation and its affiliates disclaim any liability for any damages caused by use of this software or hardware in dangerous applications.

Oracle and Java are registered trademarks of Oracle and/or its affiliates. Other names may be trademarks of their respective owners.

AMD, Opteron, the AMD logo, and the AMD Opteron logo are trademarks or registered trademarks of Advanced Micro Devices. Intel and Intel Xeon are trademarks or registered trademarks or registered trademarks or registered trademarks or space and are trademarks or registered trademarks of SPARC International, Inc. UNIX is a registered trademark licensed through X/Open Company, Ltd.

This software or hardware 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.

Copyright © 2011, Oracle et/ou ses affiliés. Tous droits réservés.

Ce logiciel et la documentation qui l'accompagne sont protégés par les lois sur la propriété intellectuelle. Ils sont concédés sous licence et soumis à des restrictions d'utilisation et de divulgation. Sauf disposition de votre contrat de licence ou de la loi, vous ne pouvez pas copier, reproduire, traduire, diffuser, modifier, breveter, transmettre, distribuer, exposer, exécuter, publier ou afficher le logiciel, même partiellement, sous quelque forme et par quelque procédé que ce soit. Par ailleurs, il est interdit de procéder à toute ingénierie inverse du logiciel, de le désassembler ou de le décompiler, excepté à des fins d'interopérabilité avec des logiciels tiers ou tel que prescrit par la loi.

Les informations fournies dans ce document sont susceptibles de modification sans préavis. Par ailleurs, Oracle Corporation ne garantit pas qu'elles soient exemptes d'erreurs et vous invite, le cas échéant, à lui en faire part par écrit.

Si ce logiciel, ou la documentation qui l'accompagne, est concédé sous licence au Gouvernement des Etats-Unis, ou à toute entité qui délivre la licence de ce logiciel ou l'utilise pour le compte du Gouvernement des Etats-Unis, la notice suivante s'applique :

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 America, Inc., 500 Oracle Parkway, Redwood City, CA 94065.

Ce logiciel ou matériel a été développé pour un usage général dans le cadre d'applications de gestion des informations. Ce logiciel ou matériel n'est pas conçu ni n'est destiné à être utilisé dans des applications à risque, notamment dans des applications pouvant causer des dommages corporels. Si vous utilisez ce logiciel ou matériel dans le cadre d'applications dangereuses, il est de votre responsabilité de prendre toutes les mesures de secours, de sauvegarde, de redondance et autres mesures nécessaires à son utilisation dans des conditions optimales de sécurité. Oracle Corporation et ses affiliés déclinent toute responsabilité quant aux dommages causés par l'utilisation de ce logiciel ou matériel pour ce type d'applications.

Oracle et Java sont des marques déposées d'Oracle Corporation et/ou de ses affiliés. Tout autre nom mentionné peut correspondre à des marques appartenant à d'autres propriétaires qu'Oracle.

AMD, Opteron, le logo AMD et le logo AMD Opteron sont des marques ou des marques déposées d'Advanced Micro Devices. Intel et Intel Xeon sont des marques ou des marques déposées d'Intel Corporation. Toutes les marques SPARC sont utilisées sous licence et sont des marques ou des marques déposées de SPARC International, Inc. UNIX est une marque déposée concédée sous licence par X/Open Company, Ltd.

Ce logiciel ou matériel et la documentation qui l'accompagne peuvent fournir des informations ou des liens donnant accès à des contenus, des produits et des services émanant de tiers. Oracle Corporation et ses affiliés déclinent toute responsabilité ou garantie expresse quant aux contenus, produits ou services émanant de tiers. En aucun cas, Oracle Corporation et ses affiliés ne sauraient être tenus pour responsables des pertes subies, des coûts occasionnés ou des dommages causés par l'accès à des contenus, produits ou services tiers, ou à leur utilisation.





# Contents

1.

# Third Party Software 1 Notices and Licenses 2 Component A - Intel e1000e Network Driver 2 Component B - OpenFabrics Enterprise Distribution (OFED) 2 Component C - Intel Chipset INF Driver 3 Component D - IPMItool 8 Component E - OpenSSL 9

Component G - Intel PXE BIOS 13

Third Party Software Notices and Licenses 1

# A. Appendix 15

Written Offer for Source Code 15

Election to use GPL v2 or LGPL v2.1 instead of GPL v3 or LGPL v3 where applicable 16

Component F - Mellanox 10G Firmware and Mellanox InfiniBand Firmware

Election to Use GPL v2 or LGPL v2.1 Instead of GPL v3 or LGPL v3 Where Applicable 16

GNU General Public License (GPL) v2 17

GNU Lesser General Public License (LGPL) v2.1 23

# Third Party Software Notices and Licenses

The following software components are described in this section:

- "Third Party Software" on page 1
- "Notices and Licenses" on page 2

# Third Party Software

The following software (or certain identified files distributed with the software) may be included in this product. Unless otherwise specified, the software identified in this file is licensed under the licenses described below. The disclaimers and copyright notices provided are based on information made available to Oracle by the third party licensors listed.

- "Component A Intel e1000e Network Driver" on page 2
- "Component B OpenFabrics Enterprise Distribution (OFED)" on page 2
- "Component C Intel Chipset INF Driver" on page 3
- "Component D IPMItool" on page 8
- "Component E OpenSSL" on page 9
- "Component F Mellanox 10G Firmware and Mellanox InfiniBand Firmware" on page 12
- "Component G Intel PXE BIOS" on page 13

For components that reference the GNU General Public License (GPL) or the GNU Lesser General Public License (LGPL), please find these licenses and the written offer for source code in the "Appendix" on page 15.

# Notices and Licenses

# Component A - Intel e1000e Network Driver

The GNU General Public License (GPL)

Version 2, June 1991

# Component B - OpenFabrics Enterprise Distribution (OFED)

@@ bash-3.00\$ cat OFED-1.4-rc3/LICENSE

OpenFabrics.org BSD license:

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

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

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

@@ bash-3.00\$ more OFED-1.4-rc3/install.pl

!/usr/bin/perl

Copyright (c) 2006 Mellanox Technologies. All rights reserved.

This Software is licensed under one of the following licenses:

1) under the terms of the "Common Public License 1.0" a copy of which is available from the Open Source Initiative, see

http://www.opensource.org/licenses/cpl.php.

2) under the terms of the "The BSD License" a copy of which is available from the Open Source Initiative, see

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

3) under the terms of the "GNU General Public License (GPL) Version 2" a copy of which is available from the Open Source Initiative, see

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

Licensee has the right to choose one of the above licenses.

Redistributions of source code must retain the above copyright notice and one of the license notices.

Redistributions in binary form must reproduce both the above copyright notice, one of the license notices in the documentation and/or other materials provided with the distribution.

# Component C - Intel Chipset INF Driver

Use of any of this software is governed by the terms of the license below:

INTEL SOFTWARE LICENCE AGREEMENT (OEM / IHV / ISV Distribution & Single User)

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

Do not use or load this software and any associated materials (collectively, the "Software") until you have carefully read the following terms and conditions. By loading or using the Software, you agree to the terms of this Agreement. If you do not wish to so agree, do not install or use the Software.

Please Also Note:

- \* If you are an Original Equipment Manufacturer (OEM), Independent Hardware Vendor (IHV), or Independent Software Vendor (ISV), this complete LICENCE AGREEMENT applies;
- \* If you are an End-User, then only Exhibit A, the INTEL SOFTWARE LICENCE AGREEMENT, applies.

For OEMs, IHVs, and ISVs:

LICENCE. This Software is licenced for use only in conjunction with Intel component products. Use of the Software in conjunction with non-Intel component products is not licenced hereunder. Subject to the terms of this Agreement, Intel grants to you a non-exclusive, non-transferable, world-wide, fully paid-up licence under Intel's copyrights to:

- a) use, modify and copy Software internally for your own development and maintenance purposes; and
- b) modify, copy and distribute Software, including derivative works of the Software, to your end-users, but only under a licence agreement with terms at least as restrictive as those contained in Intel's Final, Single User Licence Agreement, attached as Exhibit A; and
- c) modify, copy and distribute the end-user documentation which may accompany the Software, but only in association with the Software.

If you are not the final manufacturer or vendor of a computer system or software program incorporating the Software, then you may transfer a copy of the Software, including derivative works of the Software (and related end-user documentation) to your recipient for use in accordance with the terms of this Agreement, provided such recipient agrees to be fully bound by the terms hereof.

You shall not otherwise assign, sublicence, lease, or in any other way transfer or disclose Software to any third party. You shall not reverse-compile, disassemble or otherwise reverse-engineer the Software.

Except as expressly stated in this Agreement, no licence or right is granted to you directly or by implication, inducement, estoppel or otherwise. Intel shall have the right to inspect or have an independent auditor inspect your relevant records to verify your compliance with the terms and conditions of this Agreement.

CONFIDENTIALITY. If you wish to have a third party consultant or subcontractor ("Contractor") perform work on your behalf which involves access to or use of Software, you shall obtain a written confidentiality agreement from the Contractor which contains terms and obligations with respect to access to or use of Software no less restrictive than those set forth in this Agreement and excluding any distribution rights, and use for any other purpose. Otherwise, you shall not disclose the terms or existence of this Agreement or use Intel's name in any publications, advertisements, or other announcements without Intel's prior written consent. You do not have any rights to use any Intel trademarks or logos.

OWNERSHIP OF SOFTWARE AND COPYRIGHTS. Title to all copies of the Software remains with Intel or its suppliers. The Software is subject to copyright and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Software. Intel may make changes to the Software, or to items referenced therein, at any time

and without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Software only if the recipient agrees to be fully bound by these terms and if you retain no copies of the Software.

LIMITED MEDIA WARRANTY. If the Software has been delivered by Intel on physical media, Intel warrants the media to be free from material physical defects for a period of ninety (90) days after delivery by Intel. If such a defect is found, return the media to Intel for replacement or alternate delivery of the Software as Intel may select.

EXCLUSION OF OTHER WARRANTIES. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. Intel does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software.

LIMITATION OF LIABILITY. IN NO EVENT SHALL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION OF THIS AGREEMENT. Intel may terminate this Agreement at any time if you violate its terms. Upon termination, you will immediately destroy the Software or return all copies of the Software to Intel.

APPLICABLE LAWS. Claims arising under this Agreement shall be governed by the laws of California, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods. You may not export the Software in violation of applicable export laws and regulations. Intel is not obligated under any other agreements unless they are in writing and signed by an authorised representative of Intel.

GOVERNMENT RESTRICTED RIGHTS. The Software is provided with "RESTRICTED RIGHTS."

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or their successors. Use of the Software by the Government constitutes acknowledgement of Intel's proprietary rights therein. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052, USA.

EXHIBIT "A"

INTEL SOFTWARE LICENCE AGREEMENT (Final, Single User)

#### **IMPORTANT**

- READ BEFORE COPYING, INSTALLING OR USING.

Do not use or load this software and any associated materials (collectively, the "Software") until you have carefully read the following terms and conditions. By loading or using the Software, you agree to the terms of this Agreement. If you do not wish to so agree, do not install or use the Software.

LICENCE. You may copy the Software onto a single computer for your personal, non-commercial use, and you may make one back-up copy of the Software, subject to these conditions:

- 1. This Software is licenced for use only in conjunction with Intel component products. Use of the Software in conjunction with non-Intel component products is not licenced hereunder.
- 2. You may not copy, modify, rent, sell, distribute or transfer any part of the Software except as provided in this Agreement, and you agree to prevent unauthorised copying of the Software.
- 3. You may not reverse engineer, decompile, or disassemble the Software.
- 4. You may not sublicence or permit simultaneous use of the Software by more than one user.
- 5. The Software may contain the software or other property of third party suppliers, some of which may be identified in, and licenced in accordance with, any enclosed "license.txt" file or other text or file.

OWNERSHIP OF SOFTWARE AND COPYRIGHTS. Title to all copies of the Software remains with Intel or its suppliers. The Software is subject to copyright and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Software. Intel may make changes to the Software, or to items referenced therein, at any time without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Software only if the recipient agrees to be fully bound by these terms and if you retain no copies of the Software.

LIMITED MEDIA WARRANTY. If the Software has been delivered by Intel on physical media, Intel warrants the media to be free from material physical defects for a period of ninety (90) days after delivery by Intel. If such a defect is found, return the media to Intel for replacement or alternate delivery of the Software as Intel may select.

EXCLUSION OF OTHER WARRANTIES. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. Intel does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software.

LIMITATION OF LIABILITY. IN NO EVENT SHALL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION OF THIS AGREEMENT. Intel may terminate this Agreement at any time if you violate its terms. Upon termination, you will immediately destroy the Software or return all copies of the Software to Intel.

APPLICABLE LAWS. Claims arising under this Agreement shall be governed by the laws of California, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods. You may not export the Software in violation of applicable export laws and regulations. Intel is not obligated under any other agreements unless they are in writing and signed by an authorised representative of Intel.

GOVERNMENT RESTRICTED RIGHTS. The Software is provided with "RESTRICTED RIGHTS."

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or their successors. Use of the Software by the Government constitutes acknowledgement of Intel's proprietary rights therein. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052, USA.

SLAOEMISV1/RBK/01-21-00

LANGUAGE; TRANSLATIONS. In the event that the English language version of this Agreement is accompanied by any other version translated into any other language, such translated version is provided for convenience purposes only and the English language version shall control.

# Component D - IPMItool

Copyright (c) 2003 Oracle America, Inc. and its affiliates. All Rights Reserved.

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

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

Neither the name of Oracle America, Inc., its affiliates, or the names of contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED.

ORACLE AMERICA, INC. ("ORACLE"), ITS AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE AS A RESULT OF USING, MODIFYING OR DISTRIBUTING THIS SOFTWARE OR ITS DERIVATIVES. IN NO EVENT WILL ORACLE OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA,OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

@@ Additional Licenses/Copyrights:

1. This appears in the configuration files/scripts used to build the binaries, but not in the source code headers themselves:

"GNU General Public License"

2. For various files:

# (C) Kontron

Copyright (C) 1996, 1997, 1998, 1999, 2000, 2001, 2003, 2004, 2005

Copyright (C) 1999, 2000, 2002 Aladdin Enterprises. All rights reserved.

Copyright (C) 1999, 2002 Aladdin Enterprises. All rights reserved.

Copyright (c) 2002, Intel Corporation

Copyright (c) 2003 Fredrik Ohrn. All Rights Reserved.

Copyright (c) 2003 Oracle America, Inc. All Rights Reserved.

Copyright (c) 2003, 2004 Oracle America, Inc. All Rights Reserved.

Copyright (c) 2003-2004 Fredrik Ohrn. All Rights Reserved.

Copyright (c) 2004 Dell Computers. All Rights Reserved.

Copyright (c) 2004 Kontron Canada, Inc. All Rights Reserved.

Copyright (c) 2004 Oracle America, Inc. All Rights Reserved.

Copyright (c) 2005 International Business Machines, Inc. All Rights Reserved.

Copyright (c) 2005 Oracle America, Inc. All Rights Reserved.

Copyright (c) 2005 Tyan Computer Corp. All Rights Reserved.

Copyright (c) 2006 Kontron Canada, Inc. All Rights Reserved.

Originally by Gordon Matzigkeit, 1996 The BSD License

# Component E - OpenSSL

The OpenSSL toolkit stays under a dual license, i.e. both the conditions of the OpenSSL License and the original SSLeay license apply to the toolkit. See below for the actual license texts. Actually both licenses are BSD-style Open Source licenses. In case of any license issues related to OpenSSL please contact openssl-core@openssl.org.

# @@ OpenSSL License:

Copyright (c) 1998-2007 The OpenSSL Project. All rights reserved.

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

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

- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. All advertising materials mentioning features or use of this software must display the following acknowledgment:

"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (http://www.openssl.org/)"

4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact

openssl-core@openssl.org.

- 5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.
- 6. Redistributions of any form whatsoever must retain the following acknowledgment:

"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (http://www.openssl.org/)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT "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 OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This product includes cryptographic software written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

@@ Original SSLeay License:

Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com)

All rights reserved.

This package is an SSL implementation written by Eric Young (eay@cryptsoft.com).

The implementation was written so as to conform with Netscapes SSL.

This library is free for commercial and non-commercial use as long as the following conditions are aheared to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com).

Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed.

If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used.

This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.

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

- 1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. All advertising materials mentioning features or use of this software must display the following acknowledgement:

"This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)"

The word 'cryptographic' can be left out if the rouines from the library being used are not cryptographic related :-).

4. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement:

"This product includes software written by Tim Hudson (tjh@cryptsoft.com)"

THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,

STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The licence and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution licence [including the GNU Public Licence.]

# Component F - Mellanox 10G Firmware and Mellanox InfiniBand Firmware

LICENSES; OWNERSHIP; DELIVERY; MANUFACTURING RIGHTS

Licensed Technology:

Object Code License. Subject to the termination provisions of Article 21 and the limitations of Section 7.4, Supplier hereby grants to Sun a non-exclusive, perpetual, royalty-free, fully paid-up, worldwide and nontransferable license to install, execute, reproduce, and distribute the Licensed Software, the Licensed Firmware and the Resultant Works created pursuant to the licenses of Section 7.1.2 and 7.1.3 through multiple tiers of distribution in Object Code form solely as embedded in or provided for use in conjunction with the Products.

Source Code License. Subject to the termination provisions of Article 21 and restrictions of Section 7.4, Supplier hereby grants to Sun a non-transferable, nonexclusive, perpetual, royalty-free, fully-paid, worldwide license to internally use, execute, reproduce, modify and make derivative works of the Source Code of the Licensed Software and Licensed Firmware to support the Products in Sun products and operating environments, to integrate the Licensed Software and Licensed Firmware in Sun products and operating environments and to create Resultant Works of the Licensed Software and Licensed Firmware, solely for the purpose of: (i) developing software development kits that support the Product in Sun products and operating environments, (ii) testing and qualifying pre-production and production versions of the Product, (iii) assuring Product compatibility and interoperability with Sun products and operating environments; (iv) creating interfaces from the Product to Sun products and operating environments; (v) debugging pre-production and production versions of the Product; and (vi) maintaining and supporting the Product in Sun products and operating environments, and (vii) compiling Source Code of the Licensed Software, Licensed Firmware and Resultant Works (created pursuant to the licenses of this Section 7.1.2) into Object Code form for use and distribution in accordance with the Object Code license in Section 7.1.1 above.

Enhancements. Solely in accordance with the procedures described in Section 13.5 and subject to the termination provisions of Article 21 and restrictions of Section 7.4, Supplier hereby grants to Sun a non-transferable, non-exclusive, perpetual, royalty-free, fully-paid, worldwide license to execute, reproduce, modify and make

derivative works of the Source Code of the Licensed Technology, and to create Resultant Works of such Licensed Technology for the purpose of creating authorized Enhancements.

# Component G - Intel PXE BIOS

The enclosed software products and documentation were developed at private expense, and are provided with "Restricted Rights." Use, duplication or disclosure by the government is subject to restrictions as set forth in FAR 52.227-14 and DFARS 252.227-7013 et. seq. or its successor. The use of this product by the government constitutes acknowledgment of Intel's proprietary rights in the product.

# Appendix

The following license topics are described in this appendix:

- "Written Offer for Source Code" on page 15
- "Election to Use GPL v2 or LGPL v2.1 Instead of GPL v3 or LGPL v3 Where Applicable" on page 16
- "GNU General Public License (GPL) v2" on page 17
- "GNU Lesser General Public License (LGPL) v2.1" on page 23

DO NOT TRANSLATE OR LOCALIZE.

# Written Offer for Source Code

For third-party software that you receive from Oracle in binary form which is licensed under an open source license that gives you the right to receive the source code for that binary, you can obtain a copy of the applicable source code by visiting <a href="http://oss.oracle.com/systems-opensourcecode">http://oss.oracle.com/systems-opensourcecode</a>. If the source code for the binary was not provided to you with the binary, you can also receive a copy of the source code on physical media by submitting a written request to the address listed below or by sending an email to Oracle using the following link:

Oracle America, Inc.

Attn: Associate General Counsel, Development and Engineering Legal 500 Oracle Parkway, 10th Floor Redwood Shores, CA 94065

Your request should include:

■ The name of the binary for which you are requesting the source code

- The name and version number of the Oracle product containing the binary
- The date you received the Oracle product
- Your name
- Your company name (if applicable)
- Your return mailing address and email and
- A telephone number in the event we need to reach you.

We may charge you a fee to cover the cost of physical media and processing.

Your request must be sent (i) within three (3) years of the date you received the Oracle product that included the binary that is the subject of your request, or (ii) in the case of code licensed under the GPL v3 for as long as Oracle offers spare parts or customer support for that product model.

# Election to use GPL v2 or LGPL v2.1 instead of GPL v3 or LGPL v3 where applicable

Oracle elects to use only the GNU Lesser General Public License version 2.1 (LGPL)/GNU General Public License version 2 (GPL) for any software where a choice of LGPL/GPL license versions are made available with the language indicating that LGPLv2.1/GPLv2 or any later version may be used, or where a choice of which version of the LGPL/GPL applies is unspecified. Where a choice is available between the GPL or the LGPL and any other license, and no specific election has been made with respect to that particular component, Oracle chooses the other license.

# Election to Use GPL v2 or LGPL v2.1 Instead of GPL v3 or LGPL v3 Where Applicable

Oracle elects to use only the GNU Lesser General Public License version 2.1 (LGPL)/GNU General Public License version 2 (GPL) for any software where a choice of LGPL/GPL license versions are made available with the language indicating that LGPLv2.1/GPLv2 or any later version may be used, or where a choice of which version of the LGPL/GPL applies is unspecified. Where a choice is available

between the GPL or the LGPL and any other license, and no specific election has been made with respect to that particular component, Oracle chooses the other license.

# GNU General Public License (GPL) v2

## GNU GENERAL PUBLIC LICENSE

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.

#### GNU GENERAL PUBLIC LICENSE

# TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
  - a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

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

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

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

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

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

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

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

- 4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

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

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

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

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

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

#### NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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

### END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

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

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

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

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

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

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

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

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

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

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

<signature of Ty Coon>, 1 April 1989

Ty Coon, President of Vice

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

# GNU Lesser General Public License (LGPL) v2.1

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

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

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

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

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

Preamble

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# GNU LESSER GENERAL PUBLIC LICENSE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

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

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

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

- 2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
  - a) The modified work must itself be a software library.
  - b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
  - c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
  - d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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

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

- 7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:
  - a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
  - b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.
- 8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

- 9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.
- 10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.
- 11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

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

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

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

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

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

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

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

#### NO WARRANTY

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

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

#### END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

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

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

<one line to give the library's name and a brief idea of what it does.>

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

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

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

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

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

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

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

<signature of Ty Coon>, 1 April 1990

Ty Coon, President of Vice

That's all there is to it!