

Endeca® Technologies

Third-Party Software Usage and Licenses

June 2011



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The software may be covered by one or more of the following patents: US Patent 7035864, US Patent 7062483, US Patent 7325201, US Patent 7428528, US Patent 7567957, US Patent 7617184, US Patent 7856454, US Patent 7912823, Australian Standard Patent 2001268095, Republic of Korea Patent 0797232, Chinese Patent for Invention CN10461159C, Hong Kong Patent HK1072114, European Patent EP1459206, European Patent EP1502205B1, and other patents pending.

Preface

Endeca® InFront enables businesses to deliver targeted experiences for any customer, every time, in any channel. Utilizing all underlying product data and content, businesses are able to influence customer behavior regardless of where or how customers choose to engage — online, in-store, or on-the-go. And with integrated analytics and agile business-user tools, InFront solutions help businesses adapt to changing market needs, influence customer behavior across channels, and dynamically manage a relevant and targeted experience for every customer, every time.

InFront Workbench with Experience Manager provides a single, flexible platform to create, deliver, and manage content-rich, multichannel customer experiences. Experience Manager allows non-technical users to control how, where, when, and what type of content is presented in response to any search, category selection, or facet refinement.

At the core of InFront is the Endeca MDEX Engine,™ a hybrid search-analytical database specifically designed for high-performance exploration and discovery. InFront Integrator provides a set of extensible mechanisms to bring both structured data and unstructured content into the MDEX Engine from a variety of source systems. InFront Assembler dynamically assembles content from any resource and seamlessly combines it with results from the MDEX Engine.

These components — along with additional modules for SEO, Social, and Mobile channel support — make up the core of Endeca InFront, a customer experience management platform focused on delivering the most relevant, targeted, and optimized experience for every customer, at every step, across all customer touch points.

About this guide

This guide provides copyright, license agreement, and/or disclaimer of warranty information for the Endeca software as well as any third-party software packages and other components that Endeca incorporates.

Who should use this guide

This guide is intended for all audiences of the Endeca Information Access Platform.

Conventions used in this guide

This guide uses the following typographical conventions:

Code examples, inline references to code elements, file names, and user input are set in monospace font. In the case of long lines of code, or when inline monospace text occurs at the end of a line, the following symbol is used to show that the content continues on to the next line: `¬`

When copying and pasting such examples, ensure that any occurrences of the symbol and the corresponding line break are deleted and any remaining space is closed up.

Contacting Endeca Customer Support

The Endeca Support Center provides registered users with important information regarding Endeca software, implementation questions, product and solution help, training and professional services consultation as well as overall news and updates from Endeca.

You can contact Endeca Standard Customer Support through the Support section of the Endeca Developer Network (EDeN) at <http://eden.endeca.com>.



Chapter 1

Endeca Software Licenses

This section contains the Endeca software license agreements.

End-User Software License and Services Agreement

This section provides the agreement terms for Endeca software and services licensing.

Preamble

This End-User Software License and Services Agreement (the "Agreement") is entered into between the entity that entered into the Order Form for the Software (each as defined below) ("Customer") and Endeca Technologies, Inc., a Delaware corporation, having its principal place of business at 101 Main Street, Cambridge, Massachusetts 02142 USA ("Endeca") for the Software as set forth in such Order Form, which includes computer software and may include associated media, printed materials and electronic documentation, Software Support Services and Professional Services.

The parties agree as follows:

1. Definitions

- 1.1. "Documentation" means the manuals and software documentation that Endeca provides to Customer with the Software.
- 1.2. "Endeca Technology" means Endeca's technology used to provide Services to Customer, including without limitation software tools, hardware designs, algorithms, software, architecture, class libraries, objects and documentation, network designs, know-how, trade secrets and any related Intellectual Property Rights (whether owned by Endeca or licensed to Endeca from a third party) and derivatives, improvements, enhancements or extensions during or after this Agreement by or for Endeca whether or not in connection with the Services provided to Customer but excluding any software, equipment, specifications, data, or other material proprietary to Customer and made available to Endeca by Customer for provision of the Services.
- 1.3. "Intellectual Property Rights" means any patent, copyright, trademark, trade secret, trade dress, inventions, discoveries, technology, know-how, confidential and proprietary information, or other intellectual or industrial property rights or proprietary rights arising under the laws of any jurisdiction.
- 1.4. "Licensed Materials" means the Software, Work Product and Documentation, collectively.

- 1.5. "Licensed Software Use" means the scope of the license granted as set forth in the applicable Order Form and in accordance with the terms herein.
- 1.6. "Order Form" means an order form that references and is subject to this Agreement and that is executed by the parties for purchase or license of products and/or services provided by Endeca to Customer.
- 1.7. "Professional Services" means installation, integration, configuration, consulting, and/or other professional services, other than Software Support Services, that are performed by Endeca for Customer pursuant to an Order Form, the applicable SOW and this Agreement.
- 1.8. "Services" means Professional Services, Software Support Services and training services performed by Endeca for Customer pursuant to the applicable Order Form(s) and described in a Training Credit Purchase Agreement attached thereto, collectively.
- 1.9. "Software" means Endeca's software set forth on the applicable Order Form (but excluding any Work Product) in machine readable object code only, other than the User Interface Source Code Software which is provided in source code form.
- 1.10. "Software Support Services" means the support and maintenance services provided to Customer as described in the Order Form.
- 1.11. "User Interface Source Code Software" means that portion of the Software provided in source code format that defines the parameters and configuration of the user interface for a customer application but not including source code for Endeca standard tools, such as the Endeca Management Studio.
- 1.12. "Work Product" means products, programs, interfaces, modifications to programs, reports and documentation developed by Endeca in the performance of Professional Services and delivered to Customer.

2. Software License

- 2.1. Grant. Endeca hereby grants to Customer a limited, non-exclusive, non-transferable, perpetual license, without the right to sublicense to: (a) install and use the Licensed Materials for the Licensed Software Use and any related testing or back-up services; (b) modify the User Interface Source Code Software and use such modified software in accordance with the terms and conditions set forth herein and the Licensed Software Use; and (c) to the extent any Work Product comprises source code, copy and modify such source code, and compile such source code into object code, solely in connection with, and only to the extent necessary for, Customer's maintenance and support of the Work Product and for no other purpose. This is a license agreement and not an agreement for sale. All rights to the Licensed Materials not specifically granted herein are reserved to Endeca or its licensors.
- 2.2. Restrictions on Use. Customer shall not, and shall not permit any third party to, (i) modify or otherwise create any derivative work of any part of the Licensed Materials, except for the User Interface Source Code Software, (ii) use the Licensed Materials for any purpose other than the Licensed Software Use, including but not limited to third-party training, commercial time-sharing or service bureau use, or (iii) sell, license, sublicense, distribute, assign or otherwise transfer to a third party the Licensed Materials or any copy thereof, in whole or in part, without Endeca's prior written consent.
- 2.3. Copies. Customer may copy the Licensed Materials solely as necessary to carry out the license rights in Section 2.1, including copies necessary for back-up, archival and development server use. Any copies of the Licensed Materials made by Customer are the exclusive property of Endeca.
- 2.4. No Reverse Engineering. With the exception of the User Interface Source Code Software and any Work Product that Endeca delivers to Customer in source code form, Customer has no rights to any source code for the Software or Work Product (the object code of the Software and Work Product being referred to as the "Object Code Software"). Customer shall not cause or permit the disassembly,

decompilation or reverse engineering of the Object Code Software or otherwise attempt to gain access to the source code to the Object Code Software. If applicable law requires access to such source code for some purpose, such as interoperability with other software, and Customer desires access for that required purpose, Customer shall notify Endeca, and Endeca shall have the option, in its discretion, to (i) perform the work to derive any required information, or (ii) allow Customer access to the source code of the Object Code Software solely for the legally required purpose.

3. Delivery of Software

Endeca shall deliver electronically to Customer one copy of the latest release of the Software made generally available by Endeca.

4. Professional Services

4.1. Services. Endeca will provide the Professional Services pursuant to Order Form(s) and/or statement(s) of work executed by the parties and referencing this Agreement. Any statement of work describing Professional Services purchased by Customer shall be attached to an Order Form; such statements of work are referred to in this Agreement as "SOWs." Each SOW shall set forth the scope of Professional Services, the deliverables, site of the Professional Services, additional responsibilities of the parties and fees with respect to the applicable Professional Services engagement. Endeca shall perform the Services substantially as set forth therein. SOWs may be modified only by a change order or other written document signed by both parties.

4.2. Fees for Services and Expenses. Unless explicitly stated otherwise in writing in an SOW, all Professional Services fees listed in each SOW are estimates only and assume Endeca's current prevailing rates. Professional Services are billed on a time and materials basis at Endeca's then current prevailing rates for the Services at the time rendered. Endeca shall invoice Customer on a monthly basis for the fees for Professional Services and any out-of-pocket expenses incurred by Endeca in connection with the performance of the Professional Services. Out-of-pocket expenses mean documented expenses incurred in connection with the performance of the Professional Services under this Agreement, including but not limited to travel, meals and lodging expenses if the Professional Services are to be performed at a location other than the office of Endeca. All travel by Endeca staff shall be in accordance with Endeca's then-current standard policies governing travel and business expenses.

4.3. Suspension or Termination of Services. Either party may terminate a particular Professional Services engagement reflected in an SOW, at any time, on 30 days' prior written notice, which notice shall specify the exact date of termination, or on 10 days' prior written notice in the event of a breach by the other party that is not cured within such 10-day period. Termination of a particular Professional Services engagement shall not (i) affect the licenses hereunder or the Software Support Services; (ii) limit either party from pursuing other remedies available to it, including injunctive relief; or (iii) relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer, including but not limited to Services fees due for Professional Services rendered prior to such suspension or termination.

4.4. Access to Customer's Property and Computers. Customer agrees to provide Endeca access to Customer's computer system via remote data communications and by visits to Customer's site as reasonably required for Endeca to perform the Professional Services. Customer shall provide all supplies, information and computer resources, including software licenses (other than software supplied by Endeca), required to perform the Professional Services at Customer's expense.

4.5. Staffing. Each party is responsible for the supervision and general control of its own staff. Endeca has sole discretion regarding staffing for the Professional Services, including the assignment or reassignment of its Professional Services personnel. In addition, Endeca may, at Endeca's sole

responsibility, retain one or more sub-contractors to provide all or a portion of the Services. Customer shall provide at least one mutually acceptable contact person to communicate all product development-related activities, and matters concerning the Professional Services, to Endeca.

5. Payment of Fees; Taxes

5.1. **Payment of Fees.** In consideration for the license granted by Endeca hereunder and provision of the Services, Customer shall pay Endeca the fees in the amounts and in the manner set forth in the Order Form and any SOW. Any amounts not paid when due shall accrue interest 1.5% per month or the maximum rate allowed by law, whichever is less. Unless otherwise stated in the Order Form or SOW, all fees for Services are exclusive of out-of-pocket expenses.

5.2. **Taxes.** Fees do not include sales, use, value added, duties or other excise tax. Customer shall pay all taxes invoiced by Endeca at any time, as well as any interest or penalties assessed on such taxes so long as such interest or penalties are not due to Endeca's failure to properly report the sale to the applicable taxing authority or to properly invoice Customer. Customer agrees to hold Endeca harmless from all claims and liability arising from Customer's failure to report or pay any such taxes, duties or assessments for which Customer is properly notified by Endeca. Customer has no liability for any taxes based upon Endeca's gross revenues or net income.

6. Protection of the Licensed Materials

6.1. **Ownership.** Customer acknowledges and agrees that Endeca or its licensors own and shall retain all Intellectual Property Rights in and to the Licensed Materials, Endeca Technology, other property owned by Endeca prior to this Agreement or that Endeca has the right to distribute or develops independently of this Agreement, all work product received, compiled or developed by Endeca in the performance of this Agreement and any enhancements, updates or other modifications thereto made by any entity. Customer agrees any updates, patches, bug fixes, workarounds, upgrades and enhancements to the Licensed Materials furnished in connection with any Services are the sole and exclusive property of Endeca, subject to use by Customer in accordance with the terms and conditions of this Agreement. Endeca may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data developed by Endeca while providing the Professional Services and may incorporate the Work Product in future releases of any of its software. Customer agrees that all Intellectual Property Rights and all other ownership in any ideas, modifications, or suggestions it proposes, creates, or authors relating to the Software ("Suggestions") are hereby assigned to Endeca and shall be the sole and exclusive property of Endeca. Endeca has sole discretion as to whether and how to implement any such Suggestions into the Software. Customer acknowledges that the license granted under this Agreement does not provide Customer with title to or ownership of the Licensed Materials or Endeca Technology, but only a right of limited use under the terms and conditions of this Agreement.

6.2. **Proprietary Markings.** Customer shall not alter, remove or conceal any government restricted rights notice or any copyright, trademark, trade name or other proprietary marking or notice that may appear in or on the Licensed Materials and shall reproduce all such markings and notices in or on all copies of the Licensed Materials made by Customer as authorized in Section 2.3.

7. Limited Warranty and Disclaimer

7.1. **Software Warranty.** Endeca warrants that for 90 days following the first delivery of the Software, or Work Product in the case of Professional Services, to Customer (the "Warranty Period"), Endeca will use commercially reasonable efforts to resolve programming errors in the Software to make the Software function in material conformity with the Documentation. If errors in the Software reported

during the Warranty Period that prevent or materially interfere with or degrade Customer's ability to use the same cannot be satisfactorily corrected or resolved by Endeca within 30 days from written notice to Endeca, as Endeca's entire liability and Customer's sole and exclusive remedy, Customer may terminate this Agreement and receive from Endeca a refund of any license fees paid for such Software.

7.2. Services Warranty. Endeca warrants (a) that the Professional Services will be provided in a good and workmanlike manner, subject to the instructions provided by Customer, and (b) that, during the Warranty Period, the Work Product shall conform to the specifications, if any, set forth in the applicable SOW and perform in accordance with any written documentation that Endeca provides to Customer (such specifications and documentation are collectively referred to as the "Specifications"). If any Work Product fails to perform materially in accordance with the Specifications due to errors made by Endeca for more than 30 days following written notification of such failure from Customer, then Endeca shall correct such errors and re-perform the Professional Services relating to such Work Product as necessary at Endeca's cost and re-deliver the Work Product. Notwithstanding the foregoing, any Professional Services for such Work Product resulting from Specifications modified after execution of the SOW (other than through a change order signed prior to delivery of the Work Product) shall be at Customer's cost. Customer has an additional 30 days from re-delivery of the Work Product to verify that the re-delivered Work Product conforms to the Specifications. If errors remain, Endeca has an additional 30-day period in which to resolve such errors at its cost. If Customer rejects the Work Product at the end of this period, then, upon request from Customer to Endeca, Endeca shall refund the fees paid by Customer for the non-conforming Work Product and the related Professional Services, and Endeca shall not perform any more Professional Services for the Work Product.

7.3. Warranty Limitations. The remedies set forth in Sections 7.1 and 7.2 above are Customer's exclusive remedies for any breach of Endeca's warranty hereunder and are available only if (i) Customer promptly notifies Endeca in writing within the Warranty Period upon discovery of the non-conformity, and (ii) Customer provides reasonable amount(s) of relevant information to permit Endeca to duplicate the conditions that gave rise to the non-conformity so that Endeca is able to confirm that such non-conformity exists. Endeca does not warrant that the Software or Work Product will be error free or that all errors can be remedied. This limited warranty shall not apply if the Software or Work Product has been (i) altered or modified other than by Endeca; (ii) subjected to negligence or computer or electrical malfunction; or (iii) used, adjusted, installed, or operated other than in accordance with the Documentation or instructions furnished by Endeca or with an application or in an environment other than that intended or recommended by Endeca. Replacement of the Software or Work Product, or modifications, updates, releases and enhancements delivered to Customer pursuant to Software Support Services shall not extend the duration of the Warranty Period.

7.4. Disclaimer of Any Other Warranties. EXCEPT FOR THE EXPRESS, LIMITED WARRANTIES PROVIDED IN THIS SECTION, ENDECA MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED MATERIALS, SERVICES, OR ENDECA TECHNOLOGY. ENDECA DISCLAIMS (A) ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (B) ANY WARRANTY ARISING OUT OF STATUTE OR APPLICABLE LAW, AND (C) ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. ENDECA SPECIFICALLY DOES NOT WARRANT THAT THE LICENSED MATERIALS WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR WILL OPERATE IN ALL COMBINATIONS THAT CUSTOMER MAY SELECT FOR USE; THAT THE OPERATION OF THE LICENSED MATERIALS WILL BE ERROR-FREE OR UNINTERRUPTED; OR THAT ALL ERRORS OR DEFECTS IN THE LICENSED MATERIALS WILL BE CORRECTED.

8. Confidentiality of Licensed Materials

8.1. Duties. Customer acknowledges that the Licensed Materials are confidential and proprietary information of Endeca. Customer shall maintain the Licensed Materials as confidential, will not use

them in any way, for itself or for any third party, except as permitted by this Agreement, and shall not disclose the Licensed Materials to any third party except to Customer's employees, consultants and contractors (collectively, "Representatives") who have a need to access the Licensed Materials and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement. Customer shall be responsible for any breach of this Agreement by any of its Representatives, agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Licensed Materials and will take reasonable precautions to protect the confidentiality of the Licensed Materials, at least as stringent as it takes to protect its own confidential and proprietary information, but in no case less than reasonable care.

8.2. **Injunctive Relief.** Customer acknowledges and agrees that a breach of this Section 8 will result in the substantial likelihood of irreparable harm and injury to Endeca for which monetary damages alone would be an inadequate remedy, and for which damages would be difficult to accurately measure. Accordingly, Customer agrees that Endeca shall have the right, in addition to any other remedies available to it, to obtain immediate injunctive relief as well as other allowable equitable relief for any breach or potential breach of this Section 8.

9. Limitations of Liability

9.1. To the maximum extent permitted by applicable law, ENDECA'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE WITH RESPECT TO THE LICENSED MATERIALS, SERVICES AND ANY OTHER MATERIALS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO ENDECA HEREUNDER WITH RESPECT TO SUCH LICENSED MATERIALS AND SERVICES.

9.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ENDECA BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OR LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF ENDECA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Term and Termination

10.1. **Effective Date and Term.** This Agreement and the license granted hereunder are effective upon Customer's electronic acceptance of this Agreement and remain in effect until terminated in accordance with the provisions set forth in Section 10.2 below or the applicable Order Form(s).

10.2. **Termination.** Notwithstanding the perpetual nature of the license, either party may terminate this Agreement and the license granted herein if (i) the other party materially fails to comply with any of the terms and conditions of this Agreement and such breach or default has not been cured within 30 days after written notice thereof to the breaching party; or (ii) the other party terminates or suspends its business, makes an assignment for the benefit of creditors, or has wound up or liquidated, voluntarily or otherwise.

10.3. **Effect of Termination.** The rights and obligations of Endeca and Customer in Sections 2.2, 2.4, 5 (for unpaid amounts), 6, 7.3, 7.4, 8, 9, 10.3, and 11 survive termination of this Agreement. In the event of any termination of this Agreement, within five days after such termination, Customer shall: (i)

discontinue all use of the Licensed Materials; (ii) erase or destroy any Licensed Materials contained in the computer memory or data storage apparatus under the control of Customer; (iii) return to Endeca or destroy, at Customer's expense, the Licensed Materials, including all copies thereof; and (iv) deliver to Endeca a certification, in writing signed by an officer of Customer, within 30 days of the termination of this Agreement, that the Licensed Materials and all copies thereof have been returned or destroyed, as requested by Endeca, and their use discontinued. On termination, Customer shall pay all amounts that have accrued.

11. General

11.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Customer shall not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by merger, consolidation, sale of assets, operation of law or otherwise, without Endeca's prior written consent, such consent not to be unreasonably withheld or delayed. Endeca may (a) require that Customer stand as guarantor in case of any assignment; or (b) refuse to consent to an assignment to an entity owned (fully or partially) by a competitor of Endeca, as reasonably determined by Endeca. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect.

11.2. Entire Agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged. Printed terms and conditions on Customer's purchase order shall not apply, even if executed by Endeca.

11.3. Publicity. Customer grants Endeca the right to add Customer's name and company logo to its customer list and web site and publicly announce that Customer has entered into a formal relationship with Endeca.

11.4 Third Party Products. Third party products supplied under this Agreement are licensed for use solely with the Endeca products licensed to Customer under this Agreement and may not be used on a stand-alone basis or with any other third party products.

11.5. Export; Government Restricted Rights. Customer acknowledges that the export of any Software, Work Product, technical data or other commodities is or may be subject to export or import control and Customer agrees that any Software, technical data or other commodities or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Customer obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. If Customer is an agency of the United States government or a license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States government, Customer hereby acknowledges that the Software and Work Product are commercial computer software developed at private expense and provided to Customer subject to restricted rights. Use, duplication, or disclosure of the Software or Work Product by the United States government is subject to the restrictions set forth in subparagraph (C)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and the restrictions set forth in subparagraphs (C)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19, as applicable, or in successor provisions, as well as the limitations set forth herein. Manufacturer is Endeca Technologies, Inc., 101 Main Street, Cambridge, Massachusetts 02142.

11.6. No Agency; Independent Contractors. Endeca and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other express or implied obligations in the other party's name or on its behalf.

11.7. Miscellaneous. This Agreement shall in all respects be governed by, interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws principles. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within Suffolk County, Massachusetts. The parties hereby consent to, and waive defenses of, the personal and exclusive jurisdiction and venue of these courts. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default. All notices permitted or required under this Agreement shall be in writing or other form of notice as agreed between the parties from time to time and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, or by reputable overnight carrier, to the address of the party as it may specify in writing. Such notice shall be deemed to have been given upon receipt. The headings are for convenience and shall not be used to construe this Agreement.

Endeca Software Tools License Agreement

This section provides the agreement terms for additional software components such as tools, reference applications, and sample code.

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The End

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The 10 level includes the 1000 most common English words (according to the Moby (TM) Words II [MWords] package), a subset of the 1000 most common words on the Internet (again, according to Moby Words II), and frequently class 16 from Brian Kelk's "UK English Wordlist with Frequency Classification".

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LGPL version 3

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Zlib

zlib.h -- interface of the 'zlib' general purpose compression library version 1.1.4, March 11th, 2002

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