

**Oracle® Communications
Tekelec Platform
Licensing Information User Manual
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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.

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(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.)

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

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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.

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- 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.

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

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

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

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

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APPENDIX G – Apache License, version 1.1 (APACHE 1.1)

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APPENDIX H – Apache License, version 2.0 (APACHE 2.0)

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This Agreement is effective unless terminated or rejected. Notwithstanding the foregoing, this Agreement will also terminate upon conditions set forth elsewhere in this Agreement or if You fail to comply with any term or condition hereof. Immediately upon

termination You will destroy the Software and all copies of the Software or return them to HP. You may retain one copy of the Software subsequent to termination solely for archival purposes only. At HP's request, You will certify in writing to HP that You have complied with these requirements. Sections 3.(i), 3.(ii) g, 5, 6 and 7 of this Agreement will survive termination of this Agreement.

7. GENERAL

- a. You may not assign, sublicense, delegate or otherwise transfer ("Assign") all or any part of this Agreement without prior written consent from HP, payment to HP of any applicable fees, and compliance with HP's Software license transfer policies and any applicable third party license terms. Any such attempted Assignment will be null and void. Where an authorized Assignment occurs in accordance with this section, Your rights under this Agreement will terminate, and You will immediately deliver the Software and all copies to the Assignee. The Assignee must agree in writing to the terms of this Agreement, and the transferee thereafter will be considered "You" for purposes of this Agreement. You may transfer firmware only upon transfer of the associated hardware.
- b. If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, You agree that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under HP's standard commercial license.
- c. To the extent You export, re-export, or import Software, technology, or technical data licensed or provided hereunder, You assume sole responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. HP may suspend performance if You are in violation of any applicable laws or regulations.
- d. You agree that HP may audit Your compliance with this Agreement. Any such audit would be at HP's expense, require reasonable notice, and would be performed during normal business hours. If an audit reveals underpayments then You will

immediately pay HP such underpayments together with the costs reasonably incurred by HP in connection with the audit and seeking compliance with this section.

e. This Agreement is governed by the laws of the State of California, U.S.A., excluding rules as to choice and conflict of law. You and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

f. Subject to the other terms and conditions of this Agreement, this Agreement is the entire agreement between HP and You regarding Your Use of the Software, and supersedes and replaces any previous communications, representations, or agreements, or Your additional or inconsistent terms, whether oral or written. In the event any provision of this Agreement is held invalid or unenforceable the remainder of the Agreement will remain enforceable and unaffected thereby.

g. HP's failure to exercise or delay in exercising any of its rights under this Agreement will not constitute or be deemed a waiver or forfeiture of those rights.

Additional License Authorizations:

Additional license authorizations and restrictions applicable to your software product are found at: <http://www.hp.com/go/SW Licensing>

8. CONSUMER RIGHTS

(a) Non-excludable statutory rights

Consumers in some countries, states or territories may have the benefit of certain statutory rights and remedies under consumer legislation in respect of which HP's liability cannot lawfully be excluded or limited. If You acquired the Software as a consumer within the meaning of relevant consumer legislation in Your country, state or territory, the provisions of this Agreement (including the disclaimers of warranties, limitations and exclusions of liability) must be read subject to applicable law and apply only to the maximum extent permitted by that applicable law.

(b) Australian Consumers

If You acquired the Software as a consumer within the meaning of the 'Australian Consumer Law' under the Australian Competition and Consumer Act 2010 (Cth) then despite any other provision of this Agreement:

(1) the Software comes with guarantees that cannot be excluded under the Australian Consumer Law, including that goods will be of acceptable quality and services will be supplied with due care and skill. If HP fails to comply with any such consumer guarantee, HP's liability is limited to the following:

A in connection with the provision of warranty and support services for the Software, to any one or more of the following (at HP's discretion):

- (i) the supplying of the services again; or
- (ii) the payment of the costs of having the services supplied again; and

B in connection with the provision of the Software, to any one or more of the following (at HP's discretion):

- (i) the replacement of the Software or the supply of equivalent Software;
- (ii) the repair of the Software;
- (iii) the payment of the costs of replacing the Software or of acquiring equivalent Software; or
- (iv) the payment of the costs of having the Software repaired; and

C otherwise, to the maximum extent permitted by law.

(2) nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the Australian Consumer Law which cannot be lawfully excluded or limited; and

(3) the benefits provided to You by the warranties in this Agreement are in addition to other rights and remedies available to You under a law in relation to the goods or services to which the warranty relates.

The Software may be capable of retaining user-generated data. HP hereby provides You with notice that if HP repairs Your Software, that repair may result in the loss of that data. To the full extent permitted by law, the limitations and exclusions of HP's liability in this Agreement apply in respect of any such loss of data.

If you think that you are entitled to any warranty under this agreement or any of the above remedies, please contact HP:

Hewlett-Packard Australia Pty Ltd
353 Burwood Highway
Forest Hill, VIC 3131

To initiate a support request or warranty claim, please call 13 10 47 (within Australia) or +61 2 8278 1039 (if dialing internationally) or visit www.hp.com.au and select the "Customer Service" option for the most current list of phone support numbers.

APPENDIX U – Eclipse Public License - v 1.0

Eclipse Public License - v 1.0

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7. GENERAL

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

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

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