

**Oracle® Communications
Tekelec Platform**

Licensing Information User Manual

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- 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

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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.

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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

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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.

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1. Source Code.

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

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY WARRANTED IN SECTION 3.(ii) a and b ABOVE, HP AND ITS SUPPLIERS PROVIDE THE SOFTWARE "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES. Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to You in its entirety.

4. INTELLECTUAL PROPERTY INFRINGEMENT FOR SOFTWARE PROVIDED FOR A LICENSE FEE:

a. In the event Software was provided to You for a License Fee, HP will defend or settle any claim against You alleging that HP Branded Software products provided under this Agreement infringes intellectual property rights in the country where they were sold, if You:

1. Promptly notify HP of the claim in writing;
2. Cooperate with HP in the defense of the claim; and
3. Grant HP sole control of the defense or settlement of the claim.

HP will pay infringement claim defense costs, HP-negotiated settlement amounts, and court-awarded damages.

b. If such a claim appears likely, then HP may modify the HP Branded Software products, procure any necessary license, or replace the affected item with one that is at least functionally equivalent. If HP determines that none of these alternatives is

reasonably available, then HP will issue You a refund equal to the purchase price paid for the affected item if within one year of delivery, or Your net book value thereafter.

c. HP has no obligation for any claim of infringement arising from:

1. HP's compliance with Your or third party designs, specifications, instructions, or technical information;
2. Modifications made by You or a third party;
3. Your non-compliance with the Specifications or the documentation described in section 2. a above; or
4. Your use with products, software, or services that are not HP Branded.

d. This section 4 states HP's entire liability for claims of intellectual property infringement for Software provided for a license fee.

5. LIMITATION OF LIABILITY AND REMEDIES

Notwithstanding any damages that You might incur, and except for damages for bodily injury (including death) and for the amounts in section 4.a, the entire aggregate liability of HP and any of its suppliers relating to the Software or this Agreement, and Your exclusive remedy for all of the foregoing, shall be limited to the greater of the amount actually paid by You separately for the Software or U.S. \$5.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HP OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, DOWNTIME COSTS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS, DISCLOSURE, UNAVAILABILITY OF OR DAMAGE TO DATA, SOFTWARE RESTORATION, OR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF HP OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some states/jurisdictions do not allow the exclusion or limitation of

incidental or consequential damages, so the above limitation or exclusion may not apply to you.

6. TERMINATION

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.