

Agile Product Lifecycle Management

Third Party Licensing Guide

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Preface

Agile PLM is a comprehensive enterprise PLM solution for managing your product value chain.

Audience

This document is intended for administrators and users of the Agile PLM products.

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Related Documents

Oracle's Agile PLM documentation set includes Adobe® Acrobat PDF files. The Oracle Technology Network (OTN) Web site <http://www.oracle.com/technetwork/documentation/agile-085940.html> contains the latest versions of the Agile PLM PDF files. You can view or download these manuals from the Web site, or you can ask your Agile administrator if there is an Agile PLM Documentation folder available on your network from which you can access the Agile PLM documentation (PDF) files.

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The following text conventions are used in this document:

Convention	Meaning
boldface	Boldface type indicates graphical user interface elements associated with an action, or terms defined in text or the glossary.
<i>italic</i>	Italic type indicates book titles, emphasis, or placeholder variables for which you supply particular values.

Convention	Meaning
monospace	Monospace type indicates commands within a paragraph, URLs, code in examples, text that appears on the screen, or text that you enter.

Agile PLM 9.3.6 Supported Environments

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Software Requirements

The Agile PLM 9.3.6 Software Requirements are found in the Agile Capacity Planning Guide.

Third Party Vendor Matrix

Table 1-1

Vendor	Technology	Version
Apache	Ant	1.9.6
Apache	Commons BCEL	5.2
Apache	Commons BeanUtils	1.9.2
Apache	Commons Cli	1.2
Apache	Commons Codec	1.6
Apache	Commons Digester	3.2
Apache	Commons Discovery	0.5
Apache	Commons Fileupload	1.3.1

Table 1-1

Vendor	Technology	Version
Apache	Commons IO	1.3.2
Apache	Commons JEXL	2.1.1
Apache	Commons Logging	1.0.4
Apache	Commons Net	3.3
Apache	Groovy	2.4.5
Apache	HttpClient	4.3.6
Apache	Log4J	1.2.15
Apache	POI	3.11
Apache	Tomcat	8.5.3
Apache	Xalan	2.7.2
Apache	Xerces	2.11.0
Blueimp	jQuery File Upload	5.32.0
CERN	Colt	1.2.0
CKSource	CKEditor	4.5.9
COQsoft	Tree Grid	6.0.24
Daisy CMS	Daisy Diff	1.2-1
Doug Lea	Concurrent	1.3.4
Emil A Eklund	xTree	1.12
FasterXML	Jackson	2.7.0

Table 1-1

Vendor	Technology	Version
Google	Guava	11.0.2
Jeremy Horn	jQuery ThreeDots	1.0.10
jQuery Foundation	jQuery	1.10.2
jQuery Foundation	jQuery UI	1.12.0
Matt Kruse	DHTML Tree	1.01
Nicolas Gallagher	Normalize CSS	3.0.1
OWASP	ESAPI	2.1.0.1
OWASP	Java HTML Sanitizer	v223
Simone Bordet	Foxtrot	4.0
SpringSource	Spring Framework	4.3.1
Vladimir Nikić	Htmlcleaner	2.8
Sean Owen	PJL Compressing Filter	1.8.1
YAHOO	YUI 2.2	2.2.0
YAHOO	YUI 2.9	2.9.0

List of Third Party Licenses in Alphabetical Order

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```
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Passwords

In order to bring you more personalized services, we may ask you to establish one or more passwords to gain access to certain services or sections in either the CKSource Website(s) or the Website(s) of other suppliers whose products or services are available to you via a link from our Website(s). As such, CKSource may share the password information you provide us with other authorized suppliers. You are solely responsible for the control and use of each password you create.

CKSource may store and disclose personal information as allowed or required by applicable law, including making disclosures that are necessary or advisable to: (a) protect the rights, safety or property of users of our Website, the public, or CKSource or our Website suppliers; and (b) conform to legal or regulatory requirements.

Your consent

Because CKSource and its Websites operate globally, we make information we gather available to our worldwide business units and affiliates. For those of you visiting us from the European Union, please note that the personal data you enter will be transferred outside the European Union for use by CKSource for any of the purposes described above. By using our Website and providing us with your personal data, you consent to this transfer of personal data.

If you provide us with information about another person, you confirm that they have appointed you to act for them, to consent to the processing of their personal data and that you have informed them of our identity and the purposes (as set out above) for which their personal data will be processed.

You are entitled to ask for a copy of the information we hold about you (for which we may charge a fee) and to have any inaccuracies in your information corrected. For quality control and training purposes, we may monitor or record your communications with us.

If your personal details change, if you change your mind about any of your marketing preferences or if you have any queries about how we use your information, please let us know by contacting us.

This data protection notice may change and therefore you should review it regularly.

Open source licenses

CKEditor is distributed under the GPL, LGPL and MPL Open Source licenses. This triple copyleft licensing model is flexible and allows you to choose the license that is best suited for your needs.

The GPL grants the recipients of a computer program the rights of the free software definition and uses copyleft to ensure the freedoms are preserved, even when the work is changed or added to.

The LGPL places copyleft restrictions on the program governed under it but does not apply these restrictions to other software that merely link with the program. The main difference between the GPL and the LGPL is that the latter allows the work to be linked with a non-(L)GPLed program, regardless of whether it is free software or proprietary software.

The MPL allows covered source code to be mixed with other files under a different, even proprietary license. However, code files licensed under the MPL must remain under the MPL and be freely available in source form.

COQsoft - Tree Grid

TECHNOLOGY LICENSE AGREEMENT

(SOURCE CODE)

This Technology License Agreement (the "Agreement") is made by and between Oracle America, Inc., a Delaware corporation, and its Affiliates ("Oracle"), and Jan Kohout dba COQsoft ("COQsoft"), registered in Czech Republic under Trade Certificate 722 72 384, as of the Effective Date set forth below. The parties hereby agree as follows:

1. DEFINITIONS

1.1 Affiliate

"Affiliate shall mean: (i) any corporation, partnership, firm, or entity in which Oracle, directly or indirectly, holds any

ownership interest; or (ii) any corporation, partnership firm, or entity, which shares a common Parent with Oracle.

1.2 Distributor

"Distributor" shall mean a third party, including any Oracle subsidiary that is appointed by Oracle or its Distributor to distribute and/or sublicense COQsoft Technology under the terms of this Agreement. The term "Distributor" shall include, but not be limited to, resellers, original equipment manufacturers, value added resellers, application service providers, dealers, agents and sub-distributors.

1.3 Documentation

"Documentation" shall mean the installation guides, user guides, and manuals for use of the COQsoft Technology in printed and soft copy form.

1.4 Hosted Services

"Hosted Services" shall mean hosting, subscription, service bureau, outsourcing, or similar services offered by Oracle or a Distributor to sublicensees and/or Hosted Customers.

1.5 Hosted Customer

"Hosted Customer" shall mean a third party for whom Oracle or its Distributor operates, maintains, and uses the COQsoft Technology on behalf of the third party to enable the third party to operate its business.

1.6 Intellectual Property Rights

"Intellectual Property Rights" shall mean all patent, copyright, trade secret, trademark, and other proprietary and intellectual property rights, including moral rights.

1.7 Natural Successors

"Natural Successors" shall mean any product that substantially replaces a particular product or substantially replaces such product in a particular market segment.

1.8 Object Materials

"Object Materials" shall mean materials in machine-readable form, necessary to run the COQsoft Technology, including all computer programming code, substantially or entirely in binary form, which is directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly and all help, message, and overlay files.

1.9 Oracle Program(s)

"Oracle Program(s)" shall mean the programs marketed and/or licensed by Oracle with the COQsoft Technology and any Updates or Natural Successors to the Oracle Program(s).

1.10 Parent

"Parent" shall mean any corporation, partnership, firm, or entity that controls or owns another entity.

1.11 Source Materials

"Source Materials" shall mean the complete source code from which Object Materials are compiled. Source Materials shall include, without limitation, the fully commented source code and internal system documentation for the COQsoft Technology, as well as all other materials, in both machine-readable and hard-copy form, which are used to develop or test the COQsoft Technology. "Fully commented source code" shall mean source code that includes all comments made by or for COQsoft. Source Materials shall include all electronically readable source documentation, design documents, data models, help materials, tutorial programs, and appropriate debug code (including fully commented

debug source code that can be included into an HTML page and used for development and debugging in any JavaScript debugger), including those developed by or for COQsoft during the term of this Agreement.

1.12 Sublicense/Sublicensee

"Sublicense" shall mean any license granted by Oracle or its Distributors for use of COQsoft Technology,

sublicensee" shall be a party who is granted a Sublicense, either directly by Oracle or indirectly by a Distributor.

1.13 Updates

"Updates" shall mean any releases (including any preproduction releases) of COQsoft Technology created or made available on or after the Effective Date, including bug fixes, improvements, enhancements, translations, localizations, ports, new versions or releases, releases on additional operating environments, and other changes thereto.

1.14 COQsoft Technology

"COQsoft Technology" shall mean the Editable JavaScript TreeGrid with Extended JavaScript API computer software

hereto owned or distributed by COQsoft, and any Updates, Natural Successors, and translations or localizations thereto. "COQsoft Technology" shall include Source Materials, Object Materials, and Documentation for all operating environments.

1.15 Developer License

"Developer License" shall mean a worldwide, paid-up, royalty-free, irrevocable, perpetual, non-exclusive right and

license for a single developer to use, copy, and modify the COQsoft Technology for any development purposes.

1.16 Output File

Source Materials may be compressed and obfuscated by the compression routine "GenerateGridE.exe", which is delivered with the -Source Materials. "Output File" shall mean GridE.js, which is the final output file of GenerateGridE.exe.

II. LICENSES GRANTED

2.1 Delivery of COQsoft Technology

2.1.A Delivery.

COQsoft shall deliver a complete set of the COQsoft Technology available as of the Effective Date to Oracle on the Effective Date of this Agreement and shall deliver all Updates and Natural Successors of the COQsoft Technology promptly upon completion and in no event later than when such Updates and Natural Successors are delivered to any other licensee.

2.1.B Period for Acceptance.

Oracle shall have thirty (30) days after the Effective Date to accept the initial delivery of the COQsoft Technology. In the event Oracle, in its reasonable discretion, determines that the COQsoft Technology does not perform according to the Documentation, Oracle may return the COQsoft Technology, terminate this Agreement without penalty, and shall not be required to pay any fees or royalties to COQsoft.

2.2 Internal Use License

COQsoft grants to Oracle the number of Developer Licenses for the COQsoft Technology as follows:

Support Purchased?

5Yes

45No

COQsoft grants to Oracle a worldwide, paid-up, royaltyfree, irrevocable, perpetual right and license to use, copy, and modify the COQsoft Technology for additional testing/QA, for creation of documentation, to support Sublicensees and Hosted Customers, to demonstrate the Output File incorporated in or bundled with the Oracle Programs, and for Oracle's internal use.

Notwithstanding anything in this Section 2.2, Oracle may not: (i) modify or decompress the Output File; or (ii) remove any security restrictions and/or registration validation (security Measures") from the COQsoft Technology. For the purpose of clarification, any such Security Measures shall not cause Oracle's Sublicensees to require license-keys from COQsoft.

Oracle shall have the right to allow its third party consultants ("Agent(s)") to use the COQsoft Technology on behalf of Oracle under the terms and conditions of this Agreement.

2.3_Distribution License

2.3,AScope of License.

1)Sublicensing COQsoft hereby grants to Oracle a worldwide, perpetual, irrevocable, royalty-free, non-exclusive right and license to market, reproduce, distribute, and grant Sublicenses of the Output File and Documentation of the COQsoft Technology incorporated in or bundled with the Oracle Programs for use on all operating environments.

2)Hosted Services. COQsoft hereby grants to Oracle a worldwide, perpetual, irrevocable, royalty-free, non-exclusive right and license to use the COQsoft Technology as embedded or bundled with the Oracle Programs on all operating environments to provide Hosted Services, including without limitation the right to market, reproduce, distribute, and grant Sub!licenses of the Output File and Documentation of the COQsoft Technology incorporated in or bundled with the Oracle Programs in conjunction with the Hosted Services.

3)Source Materials. COQsoft also grants to Oracle the right and license to sublicense Source Materials to third parties solely to the extent necessary and for the purpose of allowing such third parties to port or localize the Source Materials, to debug or correct errors in the Source Materials and/or to test and certify interoperability and performance with Oracle Programs. COQsoft also grants to Oracle the right to (i) deposit Source Materials in escrow and (H) release and deliver Source Materials to Oracle's Sublicensees and Distributors, provided that the Source Materials are released only in conjunction with Oracle source materials and are subject to substantially equivalent terms used for the release of Oracle's source materials.

4) Restrictions. Notwithstanding anything in this Section 2.3.A, Oracle may not:

- 1, distribute the ShrinkJavaScriptW.dll file of the COQsoft Technology, where W represents the version number of the COQsoft Technology; or
2. distribute the coasoft Technology as part of any web component with primary functionality substantially similar to the COQsoft Technology.

5) Sublicense Terms. Oracle shall use the same or equivalent terms for sublicensing and/or hosting

the COQsoft Technology as it does for Oracle's software products or services.

2.3.B Distributors.

COQsoft grants Oracle the right to license, sublicense, and authorize Distributors to market and sublicense the Output File and Documentation of the COQsoft Technology under the terms of this Agreement, including the right to license, sublicense and authorize other distributors to exercise the same rights.

2.3.C Trial Sublicenses.

GOQsoft grants to Oracle a worldwide, royalty-free license to grant, at no charge, trial sublicenses of the Output File and Documentation of the COQsoft Technology as incorporated into the Oracle Programs, consistent with Oracle's policies for granting trial licenses- for its own programs or the Oracle Programs.

2.3.D Trademarks.

Oracle and its Distributors are entitled to market, reproduce, distribute, and sublicense the COQsoft Technology under Oracle trademarks. COQsoft shall not have the right to use such Oracle trademarks without the prior written approval of Oracle.

2.4 License to AU Necessary Intellectual Property Rights

The licenses granted herein shall be deemed to include licenses to all Intellectual Property Rights owned or licensable by COQsoft that are necessary to use the COQsoft Technology as licensed under this Agreement.

III. TECHNICAL RESPONSIBILITIES

5.3 Use of Source Materials

If any of the following events occur: (i) the TreeGrid project is discontinued (i.e., is no longer made generally available by GOQsoft!); (ii) any assignment of substantially all of GOQsoft's assets for the benefit of creditors or the appointment of a receiver to take possession of substantially all of COQsoft's assets; (iii) any dissolution of or substantial attachment or execution of judgment against COQsoft's assets; (iv) the filing of any voluntary or involuntary petition in bankruptcy, or any similar law, by or against COQsoft! which is not dismissed within forty-five (45) days of filing; or (v) COQsoft rejects this Agreement at any time while in bankruptcy, then Oracle shall immediately receive and have a worldwide, perpetual, irrevocable license to use all Source

Materials, Object Materials, Documentation and other materials related to the COQsoft! Technology then in Oracle's possession to (i) continue to exercise the license rights granted under this Agreement; (ii) provide technical support to Sublicensees, including making all necessary changes, modifications, additions and enhancements to the Source Materials; and (iii) release and deliver Source Materials to Oracle's Sublicensees and Distributors, provided that the Source Materials are released only in conjunction with Oracle source materials and are subject to equivalent conditions and protections used for the release of the source materials for Oracle's own software products.

5.4 Survival

The parties' rights and obligations under Sections 2.2 (Internal Use License), 2.4-2.6, and Articles V (Term), VI (Representations and Warranties), and VII (General) shall survive expiration or termination of this Agreement

VI. REPRESENTATIONS AND WARRANTIES

6.1 No Conflict

COQsoft represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that does or would in any way interfere or conflict with, or that does or would present a conflict of interest concerning, the performance to be rendered by COQsoft or the rights and licenses granted to Oracle herein.

6.2 Intellectual Property Warranty and Assistance with Litigation

6.2.A Warranty

For each version of the COQsoft! Technology, COQsoft represents and warrants that (a) COQsoft is the sole and exclusive owner of the COQsoft Technology; (b) COQsoft! has full and sufficient right, title and authority to assign or grant the rights and/or licenses granted to Oracle under this Agreement; (c) the COQsoft Technology has not been published under circumstances which have caused a loss of Intellectual Property Rights therein (d) the COQsoft Technology does not contain any materials developed by a third party; and

(e) no claim (whether or not embodied in an action, past or present) of infringement of any Intellectual Property Right, privacy, publicity, or similar rights of any third party has been threatened or asserted against COQsoft with respect to the COQsoft Technology, and no such claim is pending against COQsoft or, to the best of COQsoft's knowledge, against any entity from which COQsoft has obtained such rights.

6.2.B Assistance with Litigation.

In the event a claim is threatened or asserted against Oracle or COQsoft involving the infringement of any Intellectual Property Rights of a third party by the COQsoft Technology, COQsoft agrees that it will (i) immediately grant to Oracle all rights to use and/or modify the Source Materials to avoid infringement and/or defend against such claim; and (ii) cooperate with Oracle to avoid infringement and/or defend against such claim. COQsoft agrees to promptly notify Oracle in the event a claim

involving the infringement of any Intellectual Property Rights by the COQsoft Technology is threatened or asserted against COQsoft by a third party or if COQsoft becomes aware of any claim of patent infringement threatened or asserted against any user of the COQsoft Technology.

Failure to comply with the obligations described in this Section 6.2 shall constitute a material breach of this Agreement.

6.3 Product Warranty

COQsoft represents and warrants that the COQsoft Technology, including without limitation any time and date related codes, data entry features and internal subroutines thereof will: (a) perform the functions, and comply in all material respects with the specifications described in the Documentation when operated on the licensed hardware/operating system environment; (b) be free of faults, defects, viruses, worms, Trojan horses, or other injurious material; (c)

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comply with all applicable laws concerning access to and use of technology by disabled individuals; and (d) accurately accept, reflect and calculate all dates that are relevant to the COQsoft Technology's performance.

THESE WARRANTIES ARE THE EXCLUSIVE PRODUCT WARRANTIES AND IN LIEU OF ALL OTHER PRODUCT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 Limitation of Liability

EXCEPT FOR LIABILITY UNDER SECTION 6.2 ABOVE, (i) NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE, COVER, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) NEITHER PARTY'S LIABILITY FOR DAMAGES RELATING IN ANY WAY TO THIS AGREEMENT OR THE CONDUCT OF THE PARTIES IN FURTHERANCE HEREOF UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT, PRODUCT LIABILITY, BREACH OF IMPLIED DUTY, OR OTHERWISE SHALL EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000).

The provisions of this Article VI allocate the risks under this Agreement between COQsoft and Oracle and are an intrinsic part of the bargain between the parties. The fees provided for in this Agreement reflect this allocation of risks and the limitation of liability specified herein.

VII. MISCELLANEOUS

7.1 Nondisclosure

It is expected that the parties may disclose to each other certain information which may be considered confidential and trade secret information ("Confidential Information"). Confidential Information shall include: (a) Confidential Information disclosed by either party in writing that is marked as confidential at the time of disclosure; and (b) Confidential Information disclosed by either party in any other manner that is identified as confidential at the time of disclosure and summarized and designated as confidential in a written memorandum delivered to the receiving party within thirty (30) days of the disclosure.

Confidential Information shall not include information which: (a) is or becomes public knowledge through no fault of the recipient; (b) was in the receiving party's possession before receipt from the party providing such Confidential Information; (c) is rightfully received by the receiving party from a third party without any duty of confidentiality; (d) is disclosed to a third party by the party providing the Confidential Information without a duty of confidentiality on the third party; (e) is independently developed by the other party; (f) is disclosed under operation of law; or (g) is disclosed with the prior written approval of the party providing such Confidential Information.

Except as otherwise specified herein, the disclosing party shall retain all Intellectual Property Rights in any Confidential Information disclosed to the other party. The parties agree, both during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement, to hold each Other's Confidential Information in confidence and to protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as they use to protect their own Confidential Information of a like nature. The parties agree not to make each other's Confidential Information available in any form to any third party except as otherwise required or permitted to exercise the licenses granted in this Agreement or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to restrict disclosure of the Confidential Information to those of its employees who

have a "need-to-know" and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees in violation of the provisions of this Agreement. Upon termination or expiration of this Agreement, both parties shall return or destroy all copies of the other party's Confidential Information furnished under

this Agreement.

Each party may freely use the "residuals" from the Confidential Information of the other party. The term "residuals" shall mean the Confidential Information in non-tangible form (i.e., not written or other documentary form, including tape or disk), which is incidentally retained in the memories of employees of either party who have had access to the Confidential Information (including, without limitation, ideas, know-how, or techniques contained therein) and where the source of the Confidential Information has become remote (e.g., as a result of the passage of time or the employee's subsequent exposure to information of a similar nature from other sources) that the employee in good faith can no longer identify the Confidential Information's confidential source. Neither party shall have any obligation to limit or restrict the assignment of its employees or to pay royalties to the other party for any work resulting from the use of residuals.

7.2 Independent Development/Freedom of Action

Each party acknowledges that the other party is in the software development business. Nothing in this Agreement shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any independently developed software which has the same or similar functionality as the COQsoft Technology or any other products, so long as such activities do not infringe the Intellectual Property Rights of the other party.

Additionally, nothing in this Agreement shall be construed to limit Oracle's right to obtain services or software

programs from other sources, to prohibit either party from acquiring and marketing competitive materials, to restrict Oracle from making, having made, using, marketing, leasing, licensing, selling or otherwise disposing of any products

or services whatsoever, nor to limit Oracle's right to deal with any other vendors, suppliers, contractors or customers.

7.3 Governing Law and Jurisdiction

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the substantive laws of the State of California and shall be deemed to be executed in Redwood City, California. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in San Francisco or Santa Clara County, California. Oracle and COQsoft agree to submit to the jurisdiction of, and agree that venue is proper in,

these courts in any such legal action or proceeding.

7.4 Assignment

Except for an assignment by Oracle to any Parent, Affiliate, or successor in interest to Oracle, neither party may

assign, alienate or otherwise transfer any rights, duties, obligations or privileges under this Agreement, by operation of law or otherwise. Without the prior written consent of the other party, which consent shall not be unreasonably withheld. A change in control or majority ownership shall be deemed an assignment under this Section.

7.5 Notice

All notices required to be given hereunder shall be in writing and shall be deemed to have been given upon deposit in first class mail, sent through a nationally recognized courier service, or transmission by confirmed telefacsimile as follows:

For COQsoft: Jan Kohout

COQsoft

Rabstejnska 35

323 00 Plzen Czech Republic

For Oracle:Oracle America, Inc.

500 Oracle Parkway Redwood Shores, CA 94065 Attn: General Counsel

Oracle America, Inc.

500 Oracle Parkway

Redwood Shores, CA 94065

Attn: VP of Corporate Development

7.6 Relationship Between the Parties

In all matters relating to this Agreement, Oracle and COQsoft shall act as independent contractors. Neither party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other party, or to represent the other party as agent, employee or in any other capacity. Neither party shall have any obligation, expressed or implied, except as expressly set forth herein.

7.7 Publicity

Except as explicitly agreed by both parties, neither party shall disclose to any third party, other than (i) a director of the party, (ii) a major shareholder or potential investor in the party, or (iii) agents of the party with a need to know, any details of this Agreement without the specific prior written approval of the other party, which approval shall not be unreasonably withheld. However, each party may disclose this Agreement as required by law or regulation, or to a governmental agency upon such agency's request, or in order to enforce its rights under this Agreement.

7.8 Force Majeure

Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by riot, fire, flood, explosion, earthquake or other natural disaster, government regulation, or other similar cause beyond such party's control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided further that the other party may terminate this Agreement

if such condition continues for a period of one hundred eighty (180) days.

7.9 Entire Agreement

This Agreement sets forth the entire agreement between the parties and supersedes prior proposals, agreements and representations between them, whether written or oral, relating to the subject matter contained herein. This Agreement may be changed only if agreed to in writing and signed by an authorized signatory of each party.

7.10 Export

The parties agree to fully comply with export laws and regulations of the United States and any other applicable export laws ("Export Laws") to assure that no developments, data, information, programs or materials distributed in connection with this

Agreement, or produced by any services provided under this Agreement, nor any direct product

thereof are: (i) exported, directly or indirectly, in violation of this Agreement or Export Laws; or (ii) used for any

purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

Within thirty (30) days of the Effective Date, COQsoft shall provide Oracle with the current relevant export classifications of the COQsoft Technology, including the ECCN number, relevant license exception and CCATS number, if applicable. COQsoft shall also provide the current export classification information for any Update at the time such Update is provided. COQsoft shall promptly advise Oracle of any changes with respect to the export classifications of the COQsoft Technology. Oracle's contact for receiving such export classifications is as follows:

Oracle America, Inc.

Global Trade Compliance Division E4Ttai : Xport_us@oracle.com

7.11 Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7.12 Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

7.13 No Waiver

The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

The Effective Date of this Agreement shall be the date of last signature set forth below. This Agreement shall not be effective until both parties have signed.

COQSOFT

Title: _____

Signature: _____

Date: -- 30 October 2012 --

Daisy CMS - Daisy Diff 1.2

Apache License

Version 2.0, January 2004

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

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works

that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

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3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

You must give any other recipients of the Work or Derivative Works a copy of this License; and

You must cause any modified files to carry prominent notices stating that You changed the files; and

You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the

Work, excluding those notices that do not pertain to any part of the Derivative Works; and

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You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

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Doug Lea - Concurrent

<http://g.oswego.edu/dl/classes/EDU/oswego/cs/dl/util/concurrent/intro.html>

Emil A Eklund - xTree

<http://read.pudn.com/downloads169/sourcecode/others/779854/xloadtree111/xloadtree/xtree.js.htm>

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Cross Browser Tree Widget 1.17

Created by Emil A Eklund

(<http://webfx.eae.net/contact.html#emil>)

For WebFX (<http://webfx.eae.net/>)

An object based tree widget, emulating the one found in microsoft windows, with persistence using cookies. Works in IE 5+, Mozilla and konqueror 3.

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Dependencies: xtree.css (To set up the CSS of the tree classes)

2001-01-10 Original Version Posted.

2001-03-18 Added get Selected and get/set Behavior that can make it behave more like windows explorer, check usage for more information.

2001-09-23 Version 1.1 - New features included keyboard navigation (ie) and the ability to add and remove nodes dynamically and some other small tweaks and fixes.

2002-01-27 Version 1.11 - Bug fixes and improved mozilla support.

2002-06-11 Version 1.12 - Fixed a bug that prevented the indentation line from updating correctly under some circumstances. This bug happened when removing the last item in a subtree and items in siblings to the remove subtree where not correctly updated.

2002-06-13 Fixed a few minor bugs caused by the 1.12 bug-fix.

2002-08-20 Added use Persistence flag to allow disable of cookies.

2002-10-23 (1.14) Fixed a plus icon issue

2002-10-29 (1.15) Last changes broke more than they fixed. This version is based on 1.13 and fixes the bugs 1.14 fixed without breaking lots of other things.

2003-02-15 The selected node can now be made visible even when the tree control loses focus. It uses a new class declaration in the css file '.webfx-tree-item a.selected-inactive', by default it puts a light-gray rectangle around the selected node.

2003-03-16 Adding target support after lots of lobbying.

2006-05-26 Changed license to Apache Software License 2.0.

Created 2000-12-11 All changes are in the log above. Updated 2006-05-26

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```

This code is inspired by and extended from Stuart Langridge's aqlist code:
<http://www.kryogenix.org/code/browser/aqlists/>
Stuart Langridge, November 2002

sil@kryogenix.org

Inspired by Aaron's labels.js (<http://youngpup.net/demos/labels/>)

and Dave Lindquist's menuDropDown.js (<http://www.gazingus.org/dhtml/?id=109>)

*/

Nicolas Gallagher - Normalize CSS

<https://github.com/necolas/normalize.css/blob/v1/LICENSE.md>

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OWASP - Java HTML Sanitizer

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Spring Source - Spring Framework

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