

Oracle MICROS Workstation 8 Series Licensing Information User Manual



Release 1.0
F71259-02
January 2025

ORACLE®

Copyright © 2023, 2025, Oracle and/or its affiliates.

This software and related documentation are provided under a license agreement containing restrictions on use and disclosure and are protected by intellectual property laws. Except as expressly permitted in your license agreement or allowed by law, you may not use, copy, reproduce, translate, broadcast, modify, license, transmit, distribute, exhibit, perform, publish, or display any part, in any form, or by any means. Reverse engineering, disassembly, or decompilation of this software, unless required by law for interoperability, is prohibited.

The information contained herein is subject to change without notice and is not warranted to be error-free. If you find any errors, please report them to us in writing.

If this is software, software documentation, data (as defined in the Federal Acquisition Regulation), or related documentation that is delivered to the U.S. Government or anyone licensing it on behalf of the U.S. Government, then the following notice is applicable:

U.S. GOVERNMENT END USERS: Oracle programs (including any operating system, integrated software, any programs embedded, installed, or activated on delivered hardware, and modifications of such programs) and Oracle computer documentation or other Oracle data delivered to or accessed by U.S. Government end users are "commercial computer software," "commercial computer software documentation," or "limited rights data" pursuant to the applicable Federal Acquisition Regulation and agency-specific supplemental regulations. As such, the use, reproduction, duplication, release, display, disclosure, modification, preparation of derivative works, and/or adaptation of i) Oracle programs (including any operating system, integrated software, any programs embedded, installed, or activated on delivered hardware, and modifications of such programs), ii) Oracle computer documentation and/or iii) other Oracle data, is subject to the rights and limitations specified in the license contained in the applicable contract. The terms governing the U.S. Government's use of Oracle cloud services are defined by the applicable contract for such services. No other rights are granted to the U.S. Government.

This software or hardware is developed for general use in a variety of information management applications. It is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If you use this software or hardware in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. Oracle Corporation and its affiliates disclaim any liability for any damages caused by use of this software or hardware in dangerous applications.

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

Intel and Intel Inside are trademarks or registered trademarks of Intel Corporation. All SPARC trademarks are used under license and are trademarks or registered trademarks of SPARC International, Inc. AMD, Epyc, and the AMD logo are trademarks or registered trademarks of Advanced Micro Devices. UNIX is a registered trademark of The Open Group.

This software or hardware and documentation may provide access to or information about content, products, and services from third parties. Oracle Corporation and its affiliates are not responsible for and expressly disclaim all warranties of any kind with respect to third-party content, products, and services unless otherwise set forth in an applicable agreement between you and Oracle. Oracle Corporation and its affiliates will not be responsible for any loss, costs, or damages incurred due to your access to or use of third-party content, products, or services, except as set forth in an applicable agreement between you and Oracle.

Contents

1 Introduction

2 Licensing Information

Workstation 8 Series Product Editions	2-1
Third-Party Notices and/or Licenses	2-2
Commercial Software	2-2
Open Source Software or Other Separately Licensed Software	2-3

3 Licenses

Microsoft .NET Framework Redistributable End User License Agreement	3-1
Microsoft Software License Terms for Visual C++ 2008 Runtime Libraries Service Pack 1	3-3
Microsoft Software License Terms for Visual Studio 2013	3-5
Microsoft Software License Terms for Visual Studio 2015	3-8
Microsoft Software License Terms for Windows 10 Operating System	3-12
Microsoft License Terms for Windows 11 IoT Enterprise LTSC	3-20
Intel Software License Agreement	3-29
Oracle Linux Software License Agreement	3-34
GNU General Public License, Version 2.0	3-36
MIT License	3-42
Microsoft Public License	3-42
BSD License	3-43
Apache License 2.0	3-43
Mozilla Public License 1.1	3-46
Creative Commons Attribution 4.0 International Public License	3-53
End User License Agreement for U. Are U. ® Software Development Kit (SDK) Products	3-58

Preface

This document contains licensing information for all configurations of the Oracle MICROS Workstation 8 Series.

Audience

This document is intended for users of the Workstation 8 Series.

Customer Support

To contact Oracle Customer Support, access My Oracle Support at the following URL: <https://support.oracle.com>

When contacting Customer Support, please provide the following:

- Product version and program/module name
- Functional and technical description of the problem (include business impact)
- Detailed step-by-step instructions to recreate
- Exact error message received
- Screenshots of each step you take

Documentation

Oracle Food & Beverage product documentation is available on the Oracle Help Center at <http://docs.oracle.com/en/industries/food-beverage/>

Revision History

Date	Description of Change
June 2023	Initial publication
January 2025	Added license information for Windows 11 IoT Enterprise LTSC

1

Introduction

This Licensing Information document is a part of the product or program documentation under the terms of your Oracle license agreement and is intended to help you understand the program editions, entitlements, restrictions, prerequisites, special license rights, and/or separately licensed third party technology terms associated with the Oracle software program(s) covered by this document (the "Program(s)"). Entitled or restricted use products or components identified in this document that are not provided with the particular Program may be obtained from the Oracle Software Delivery Cloud website (<https://edelivery.oracle.com>) or from media Oracle may provide. If you have a question about your license rights and obligations, please contact your Oracle sales representative, review the information provided in Oracle's Software Investment Guide (<http://www.oracle.com/us/corporate/pricing/software-investment-guide/index.html>), and/or contact the applicable Oracle License Management Services representative listed on <http://www.oracle.com/us/corporate/license-management-services/index.html>.

2

Licensing Information

This chapter provides descriptions of each configuration of the Workstation 8 Series and links to associated licensing information.

Workstation 8 Series Product Editions

Product	Subproduct	Description
Oracle MICROS Workstation 8 Series	Oracle MICROS Workstation 820 with 14-inch touchscreen display and Wi-Fi on low profile stand with customer display, peripheral expansion module, PSU, ethernet and USB cables, and Windows 11 IoT Enterprise 2024 LTSC Part Number: 7626430	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Microsoft Windows 11 IoT Enterprise 2024 LTSC operating system.
	Oracle MICROS Workstation 820 with 14-inch touchscreen display and Wi-Fi on vertical stand with fixed angle, peripheral expansion module, PSU, ethernet and USB cables, and Windows 11 IoT Enterprise 2024 LTSC Part Number: 7626428	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Microsoft Windows 11 IoT Enterprise 2024 LTSC operating system.
	Oracle MICROS Workstation 820 with 14-inch touchscreen display and Wi-Fi on vertical stand with adjustable tilt, peripheral expansion module, PSU, ethernet and USB cables, and Windows 11 IoT Enterprise 2024 LTSC Part Number: 7626429	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Microsoft Windows 11 IoT Enterprise 2024 LTSC operating system.
	Oracle MICROS Workstation 820 with 14-inch touchscreen display, 1 Celeron quad-core processor, 8 GB RAM, 256 GB SSD, Wi-Fi, power supply, and Windows 11 IoT Enterprise 2024 LTSC Part Number: 7626426	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Microsoft Windows 11 IoT Enterprise 2024 LTSC operating system.
	Oracle MICROS Workstation 820 with 14-inch touchscreen display, 1 Celeron quad-core processor, 8 GB RAM, 256 GB SSD, power supply, and Windows 11 IoT Enterprise 2024 LTSC Part Number: 7626427	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Microsoft Windows 11 IoT Enterprise 2024 LTSC operating system.

Product	Subproduct	Description
	Oracle MICROS Workstation 820 Microsoft Windows 10 IoT Enterprise 2021 LTSC, 256 GB SSD, 8 GB RAM, Wi-Fi. Part Number: 7606077	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Microsoft Windows 10 IoT Enterprise 2021 LTSC operating system.
	Oracle MICROS Workstation 820 Microsoft Windows 10 IoT Enterprise 2021 LTSC, 256 GB SSD, 8 GB RAM. Wi-Fi not included. Part Number: 7606079	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Microsoft Windows 10 IoT Enterprise 2021 LTSC operating system.
	Oracle MICROS Workstation 820 Oracle Linux for MICROS, 128 GB SSD, 8 GB RAM, Wi-Fi. Part Number: 7606080	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Oracle Linux for MICROS operating system.
	Oracle MICROS Workstation 820 Oracle Linux for MICROS, 128 GB SSD, 8 GB RAM. Wi-Fi not included. Part Number: 7606081	Point-of-Sale (POS) terminal that features an Intel Celeron processor and runs the Oracle Linux for MICROS operating system.

Third-Party Notices and/or Licenses

This section lists the third-party notices and/or licenses included with the Workstation 8 Series.

Commercial Software

Commercial software products or components distributed with the Oracle MICROS Workstation 8 Series are identified in the following table along with the applicable licensing information.

Provider	Component(s)	Licensing Information
Microsoft	.NET Framework 4.5 Version 4.5 Version 4.5	Licensed under the End User License Agreement available at https://msdn.microsoft.com A copy of the License is below. Microsoft .NET Framework Redistributable End User License Agreement
	Visual C++ 2008 Runtime Libraries SP1 Version 2008 SP1	Licensed under the Microsoft Software License Terms available at https://msdn.microsoft.com A copy of the License is below. Microsoft Software License Terms for Visual C++ 2008 Runtime Libraries Service Pack 1
	Visual C++ 2013 Runtime Version 2013	Licensed under the Microsoft Software License Terms available at https://www.visualstudio.com A copy of the License is below. Microsoft Software License Terms for Visual Studio 2013

Provider	Component(s)	Licensing Information
	Visual C++ 2015 Runtime Version 2015	Licensed under the Microsoft Software License Terms available at https://www.visualstudio.com A copy of the License is below. Microsoft Software License Terms for Visual Studio 2015
	Microsoft Windows 10 IoT Enterprise 2021 LTSC Operating System Version 10	Licensed under the Microsoft Software License Terms available at https://msdn.microsoft.com A copy of the License is below. Microsoft Software License Terms for Windows 10 Operating System
	Microsoft Windows 11 IoT Enterprise 2024 LTSC Operating System	Licensed under the Microsoft Software License Terms available at https://msdn.microsoft.com A copy of the License is below. Microsoft License Terms for Windows 11 IoT Enterprise LTSC
Intel	Intel Software License Agreement	A copy of the License is below. Intel Software License Agreement
CrossMatch	Biometric Driver and SDK	A copy of the license is below. Crossmatch License Agreement

Open Source Software or Other Separately Licensed Software

Open source software products or other separately licensed software distributed with the **Oracle MICROS Workstation 8 Series** are identified in the following table along with the applicable licensing information.

Food and Beverage Product	Component(s)	Licensing Information
Oracle MICROS Workstation 8 Series	Oracle Linux for MICROS (Oracle Linux)	Licensed under the Oracle Linux License Agreement. Licensed under the GNU General Public License version 2.0. Copies of the Licenses appear below. Oracle Linux License Agreement GNU General Public License 2.0
	Clonezilla 2.5.5-38-amd64	Licensed under the GNU General Public License version 2.0. A copy of the license is below. GNU General Public License 2.0

Food and Beverage Product	Component(s)	Licensing Information
	Mono Project	<p>The Mono runtime, compilers and tools and most of the class libraries are licensed under the MIT License, GNU General Public License 2.0, Microsoft Public License, BSD License, Apache License 2.0, Mozilla Public License 1.1, and Creative Commons Attribution 4.0 International Public License. Copies of the Licenses are below.</p> <p>MIT License</p> <p>GNU General Public License 2.0</p> <p>Microsoft Public License</p> <p>BSD License</p> <p>Apache License 2.0</p> <p>Mozilla Public License 1.1</p> <p>Creative Commons Attribution 4.0 International Public License</p>
	Xamarin v6.0.0.319	<p>Licensed under the MIT License. A copy of the license is below.</p> <p>MIT License</p>

3

Licenses

This chapter contains the licenses included with the Oracle MICROS Workstation 8 Series.

Microsoft .NET Framework Redistributable End User License Agreement

IMPORTANT: READ CAREFULLY—These Microsoft Corporation ("Microsoft") operating system components, including any "online" or electronic documentation ("OS Components") are subject to the terms and conditions of the agreement under which you have licensed the applicable Microsoft operating system product ("OS Product") described below (each an "End User License Agreement" or "EULA") and the terms and conditions of this Supplemental EULA. BY INSTALLING, COPYING OR OTHERWISE USING THE OS COMPONENTS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE APPLICABLE OS PRODUCT EULA AND THIS SUPPLEMENTAL EULA. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT INSTALL, COPY OR USE THE OS COMPONENTS.

NOTE: IF YOU DO NOT HAVE A VALID EULA FOR ANY "OS PRODUCT" (MICROSOFT WINDOWS 98, WINDOWS ME, WINDOWS NT 4.0 (DESKTOP EDITION), WINDOWS 2000 OPERATING SYSTEM, WINDOWS XP PROFESSIONAL AND/OR WINDOWS XP HOME EDITION), YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE OS COMPONENTS AND YOU HAVE NO RIGHTS UNDER THIS SUPPLEMENTAL EULA.

Capitalized terms used in this Supplemental EULA and not otherwise defined herein shall have the meanings assigned to them in the applicable OS Product EULA.

General. The OS Components are provided to you by Microsoft to update, supplement, or replace existing functionality of the applicable OS Product Microsoft grants you a license to use the OS Components under the terms and conditions of the OS Product EULA for the applicable OS Product (which are hereby incorporated by reference) and the terms and conditions set forth in this Supplemental EULA, provided that you comply with all such terms and conditions. To the extent that any terms in this Supplemental EULA conflict with terms in the applicable OS Product EULA, the terms of this Supplemental EULA control solely with respect to the OS Components.

Additional Rights and Limitations.

*If you have multiple validly licensed copies of the applicable OS Product(s), you may reproduce, install and use one copy of the OS Components as part of such applicable OS Product(s) on all of your computers running validly licensed copies of the OS Product(s) provided that you use such additional copies of the OS Components in accordance with the terms and conditions above.

*You may conduct internal benchmark testing of the .NET Framework component of the OS Components (".NET Component"). You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third

party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date(s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer.

Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

*Microsoft retains all right, title and interest in and to the OS Components. All rights not expressly granted are reserved by Microsoft.

IF THE APPLICABLE OS PRODUCT WAS LICENSED TO YOU BY MICROSOFT OR ANY OF ITS WHOLLY OWNED SUBSIDIARIES, THE LIMITED WARRANTY (IF ANY) INCLUDED IN THE APPLICABLE OS PRODUCT EULA APPLIES TO THE OS COMPONENTS PROVIDED THE OS COMPONENTS HAVE BEEN LICENSED BY YOU WITHIN THE TERM OF THE LIMITED WARRANTY IN THE APPLICABLE OS PRODUCT EULA.

HOWEVER, THIS SUPPLEMENTAL EULA DOES NOT EXTEND THE TIME PERIOD FOR WHICH THE LIMITED WARRANTY IS PROVIDED.

IF THE APPLICABLE OS PRODUCT WAS LICENSED TO YOU BY AN ENTITY OTHER THAN MICROSOFT OR ANY OF ITS WHOLLY OWNED SUBSIDIARIES, MICROSOFT DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE OS COMPONENTS AS FOLLOWS:

DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE TO YOU THE OS COMPONENTS, AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE OS COMPONENTS ("SUPPORT SERVICES") AS IS AND WITH ALL FAULTS; and Microsoft and its suppliers hereby disclaim with respect to THE OS COMPONENTS AND SUPPORT SERVICES all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties or conditions of OR RELATED TO: TITLE, NON-INFRINGEMENT, merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, lack of negligence or lack of workmanlike effort, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION. The entire risk arising out of use or performance of the OS Components AND ANY SUPPORT SERVICES remains with you.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. To the maximum extent permitted by applicable law, in no event shall Microsoft or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for: loss of profits, LOSS OF confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out

of or in any way related to the use of or inability to use the OS Components OR THE SUPPORT SERVICES, OR the provision of or failure to provide Support Services, or otherwise under or in connection with any provision of this Supplemental EULA, even if Microsoft or any supplier has been advised of the possibility of such damages.

LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS SUPPLEMENTAL EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE OS COMPONENTS OR U.S.\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Microsoft Software License Terms for Visual C++ 2008 Runtime Libraries Service Pack 1

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices.

2. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
3. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
4. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
5. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
6. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
7. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
8. **APPLICABLE LAW.**
- a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
9. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
10. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
11. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**
- This limitation applies to
- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
 - claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Microsoft Software License Terms for Visual Studio 2013

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. They apply to the software named above. The terms also apply to any Microsoft services or updates for the software, except to the extent those have additional terms.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS.

- a. **Individual license.** If you are an individual working on your own applications to sell or for any other purpose, you may use the software to develop and test those applications.
- b. **Organization licenses.** If you are an organization, your users may use the software as follows:
 - Any number of your users may use the software to develop and test your applications released under Open Source Initiative (OSI)-approved open source software licenses.
 - Any number of your users may use the software to develop and test your applications as part of online or in person classroom training and education, or for performing academic research.
 - If none of the above apply, and you are also not an enterprise (defined below), then up to 5 of your individual users can use the software concurrently to develop and test your applications.
 - If you are an enterprise, your employees and contractors may not use the software to develop or test your applications, except for open source and education purposes as permitted above. An “enterprise” is any organization and its affiliates who collectively have either (a) more than 250 PCs or users or (b) more than one million US dollars (or the equivalent in other currencies) in annual revenues, and “affiliates” means those entities that control (via majority ownership), are controlled by, or are under common control with an organization.
- c. **Demo use.** The uses permitted above include use of the software in demonstrating your applications.
- d. **Backup copy.** You may make one backup copy of the software, for reinstalling the software.

2. TERMS FOR SPECIFIC COMPONENTS.

- a. **Utilities.** The software contains some items on the Utilities List at <https://go.microsoft.com/fwlink/?LinkId=313603>. You may copy and install the Utilities you receive with the software, on third party machines, to debug and deploy your applications and databases you developed with the software. You must delete all Utilities installed on those machines within the earlier of (i) when you have finished debugging or deploying your applications; or (ii) 30 days after installation of the Utilities on those machines.
- b. **Build Server.** The software contains some items on the Build Server List at <https://go.microsoft.com/fwlink/?LinkId=313603>. You may install copies of those items, if included with the software, onto your build machines. You and others in your

organization may use these items on your build machines solely for the purposes of compiling, building, verifying and archiving your applications or running quality or performance tests as part of the build process.

- c. **Fonts.** While the software is running, you may use its fonts to display and print content. You may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts; and (ii) temporarily download them to a printer or other output device to help print content.
- d. **Licenses for other components.**
- **Microsoft platforms.** The software may include components from Microsoft Windows; Microsoft Windows Server; Microsoft SQL Server; Microsoft Exchange; Microsoft Office; and Microsoft Sharepoint. These components are governed by separate agreements and their own product support policies, as described in the Microsoft Licenses folder accompanying the software.
 - **Developer resources.** The software includes compilers, languages, runtimes, environments, and other resources. These components may be governed by separate agreements and have their own product support policies. A list of these other components is located at www.support.microsoft.com/common/international.aspx.
 - **Third party components.** The software may include third party components with separate legal notices or governed by other agreements, as described in the ThirdPartyNotices file accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.
- e. **Package Managers.** The software includes package managers, like NuGet, that give you the option to download other Microsoft and third party software packages to use with your application. Those packages are under their own licenses, and not this agreement. Microsoft does not distribute, license or provide any warranties for any of the third party packages.
3. **DISTRIBUTABLE CODE.** The software contains code that you are permitted to distribute in applications you develop if you comply with the terms below. (For this Section the term “distribution” also means deployment of your applications for third parties to access over the Internet.)
- a. **Distribution Rights.** The code and text files listed below are “Distributable Code.”
- REDIST.TXT Files. You may copy and distribute the object code form of code listed on the REDIST list located at <https://go.microsoft.com/fwlink/?LinkId=313603>.
 - Sample Code, Templates and Styles. You may copy, modify and distribute the source and object code form of code marked as “sample”, “template”, and “Simple Styles” or “Sketch Styles”.
 - Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation.
 - Third Party Distribution. You may permit distributors of your applications to copy and distribute the Distributable Code as part of those applications.
- b. **Distribution Requirements.** For any Distributable Code you distribute, you must:
- add significant primary functionality to it in your applications;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification; and

- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as this agreement.
- c. **Distribution Restrictions.** You may not:
- alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your applications' names or in a way that suggests your applications come from or are endorsed by Microsoft; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An "Excluded License" is one that requires, as a condition of use, modification or distribution, that (i) the code be disclosed or distributed in source code form; or (ii) others have the right to modify it.
4. **DATA.** The software may prompt you from time to time to obtain a license key, such as by signing into a Microsoft account. If you do not obtain and enter a new license key when prompted, you may not be able to use the software and access your data in the software. The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to provide services and improve our products and services. Some features in the software may enable collection of data from users of applications you develop using the software. If you use these features to enable data collection in your applications, you must comply with applicable law, including providing appropriate notices to users of your applications. You can learn more about data collection and use in the help documentation and the privacy statement at <https://go.microsoft.com/fwlink/?LinkId=398505>. Your use of the software operates as your consent to these practices.
5. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not
- a. work around any technical limitations in the software;
 - b. reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and solely to the extent: (i) permitted by applicable law, despite this limitation; or (ii) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software;
 - c. remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
 - d. use the software in any way that is against the law;
 - e. share, publish, or lend the software, or provide it as a hosted solution for others to use, or transfer the software or this agreement to any third party.
6. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
7. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
8. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

9. **APPLICABLE LAW.** If you acquired the software in the United States, Washington law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live apply to all other claims. If you acquired the software in any other country, its laws apply.
10. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so. Without limitation of the foregoing, for Australia, **YOU HAVE STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW AND NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS.**
11. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
12. **LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state or country may not allow the exclusion or limitation of incidental, consequential or other damages.

Microsoft Software License Terms for Visual Studio 2015

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. They apply to the software named above. The terms also apply to any Microsoft services or updates for the software, except to the extent those have different terms.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW.

1. INSTALLATION AND USE RIGHTS.

- a. **Individual license.** If you are an individual working on your own applications to sell or for any other purpose, you may use the software to develop and test those applications.
- b. **Organization licenses.** If you are an organization, your users may use the software as follows:
 - Any number of your users may use the software to develop and test your applications released under Open Source Initiative (OSI) approved open source software licenses.
 - Any number of your users may use the software to develop and test extensions to Visual Studio.

- Any number of your users may use the software to develop and test your applications as part of online or in person classroom training and education, or for performing academic research.
 - If none of the above apply, and you are also not an enterprise (defined below), then up to 5 of your individual users can use the software concurrently to develop and test your applications.
 - If you are an enterprise, your employees and contractors may not use the software to develop or test your applications, except for open source and education purposes as permitted above. An “enterprise” is any organization and its affiliates who collectively have either (a) more than 250 PCs or users or (b) more than one million US dollars (or the equivalent in other currencies) in annual revenues, and “affiliates” means those entities that control (via majority ownership), are controlled by, or are under common control with an organization.
- c. **Demo use.** The uses permitted above include use of the software in demonstrating your applications.

2. TERMS FOR SPECIFIC COMPONENTS.

- a. **Utilities.** The software contains some items on the Utilities List at <http://go.microsoft.com/fwlink/?LinkId=523763&clcid=0x409>. You may copy and install those items, if included with the software, on yours or other third party machines, to debug and deploy your applications and databases you developed with the software. Please note that Utilities are designed for temporary use, that Microsoft may not be able to patch or update Utilities separately from the rest of the software, and that some Utilities by their nature may make it possible for others to access machines on which they are installed. As a result, you should delete all Utilities you have installed after you finish debugging or deploying your applications and databases. Microsoft is not responsible for any third party use or access of Utilities you install on any machine.
- b. **Build Server.** The software contains some items on the Build Server List at <http://go.microsoft.com/fwlink/?LinkId=523763&clcid=0x409>. You may install copies of those items, if included with the software, on your build machines. You and others in your organization may use these items on your build machines solely for the purposes of compiling, building, verifying and archiving your applications or running quality or performance tests as part of the build process.
- c. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts; and (ii) temporarily download them to a printer or other output device to help print content.
- d. **Licenses for other components.**
- **Microsoft platforms.** The software may include components from Microsoft Windows; Microsoft Windows Server; Microsoft SQL Server; Microsoft Exchange; Microsoft Office; and Microsoft SharePoint. These components are governed by separate agreements and their own product support policies, as described in the license terms found in the installation directory for that component or in the “Licenses” folder accompanying the software.
 - **Developer resources.** The software includes compilers, languages, runtimes, environments, and other resources. These components may be governed by separate agreements and have their own product support policies. A list of these other components is located at www.support.microsoft.com/common/international.aspx.
 - **Third party components.** The software may include third party components with separate legal notices or governed by other agreements, as described in the ThirdPartyNotices file accompanying the software. Even if such components are

governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply. The software may also include components licensed under open source licenses with source code availability obligations. Copies of those licenses, if applicable, are included in the ThirdPartyNotices file. You may obtain this source code from us, if and as required under the relevant open source licenses, by sending a money order or check for \$5.00 to: Source Code Compliance Team, Microsoft Corporation, 1 Microsoft Way, Redmond, WA 98052. Please write “source code for Microsoft Visual Studio Community 2015” in the memo line of your payment. We may also make a copy of the source code available at <http://thirdpartysource.microsoft.com>.

- e. **Package Managers.** The software includes package managers, like NuGet, that give you the option to download other Microsoft and third party software packages to use with your application. Those packages are under their own licenses, and not this agreement. Microsoft does not distribute, license or provide any warranties for any of the third party packages.
3. **DISTRIBUTABLE CODE.** The software contains code that you are permitted to distribute in applications you develop if you comply with the terms below. (For this Section the term “distribution” also means deployment of your applications for third parties to access over the Internet.)
 - a. **Distribution Rights.** The code and text files listed below are “Distributable Code.”
 - REDIST.TXT Files. You may copy and distribute the object code form of code listed on the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=523763&clcid=0x409>.
 - Sample Code, Templates and Styles. You may copy, modify and distribute the source and object code form of code marked as “sample”, “template”, “Simple Styles” or “Sketch Styles”.
 - Image Library. You may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.
 - Third Party Distribution. You may permit distributors of your applications to copy and distribute the Distributable Code as part of those applications.
 - b. **Distribution Requirements.** For any Distributable Code you distribute, you must:
 - add significant primary functionality to it in your applications; and
 - require distributors and external end users to agree to terms that protect the Distributable Code at least as much as this agreement.
 - c. **Distribution Restrictions.** You may not:
 - use Microsoft’s trademarks in your applications’ names or branding in a way that suggests your applications come from or are endorsed by Microsoft; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An “Excluded License” is one that requires, as a condition of use, modification or distribution, that (i) the code be disclosed or distributed in source code form; or (ii) others have the right to modify it.
4. **DATA.** The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to provide services and improve our products and services. You may opt-out of many of these scenarios, but not all, as described in the product documentation. There are also some features in the software that may enable you to collect data from users of your applications. If you use these features to enable data collection in your applications, you must comply with applicable law, including providing appropriate notices to users of your applications. You can learn more about data

collection and use in the help documentation and the privacy statement at <http://go.microsoft.com/fwlink/?LinkId=528096&clid=0x409>. Your use of the software operates as your consent to these practices.

5. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not
 - a. work around any technical limitations in the software;
 - b. reverse engineer, decompile or disassemble the software, or attempt to do so, except and only to the extent required by third party licensing terms governing the use of certain open-source components that may be included with the software;
 - c. remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
 - d. use the software in any way that is against the law;
 - e. share, publish, rent or lease the software, or provide the software as a stand-alone hosted solution for others to use.
6. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
7. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
8. **EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit (aka.ms/exporting).
9. **APPLICABLE LAW.** If you acquired the software in the United States, Washington law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live govern all other claims. If you acquired the software in any other country, its laws apply.
10. **CONSUMER RIGHTS; REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:
 - a. **Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
 - b. **Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.
 - c. **Germany and Austria.**
- **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.

- **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

- **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
- **LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state or country may not allow the exclusion or limitation of incidental, consequential or other damages.

Microsoft Software License Terms for Windows 10 Operating System

IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 9. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or if a business where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.

This agreement describes your rights and the conditions upon which you may use the Windows software. You should review the entire agreement, including any printed paper license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the (aka.ms/) link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your

use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

1. Overview.

a. Applicability. This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, calendar, contacts, and news that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.

b. Additional terms. Depending on your device's capabilities, how it is configured, and how you use it, additional Microsoft and third party terms may apply to your use of certain features, services and apps.

(i) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at (aka.ms/msa). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.

(ii) The manufacturer or installer may also preinstall apps, which will be subject to separate license terms.

(iii) The software may include third party software such as Adobe Flash Player that is licensed under its own terms. You agree that your use of Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at (aka.ms/adobeflash). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

(iv) The software may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.

2. Installation and Use Rights.

a. License. The software is licensed, not sold. Under this agreement, we grant you the right to install and run one instance on your device (the licensed device), for use by one person at a time, so long as you comply with all the terms of this agreement. Updating or upgrading from non-genuine software with software from Microsoft or authorized sources does not make your original version or the updated/upgraded version genuine, and in that situation, you do not have a license to use the software.

b. Device. In this agreement, "device" means a physical hardware system) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.

c. Restrictions. The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:

(i) use or virtualize features of the software separately;

- (ii) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
- (iii) transfer the software (except as permitted by this agreement);
- (iv) work around any technical restrictions or limitations in the software;
- (v) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
- (vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except if the laws where you live (or if a business where your principal place of business is located) permit this even when this agreement does not. In that case, you may do only what your law allows; and
- (vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.

d. Multi use scenarios.

(i) **Multiple versions.** If when acquiring the software you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.

(ii) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.

(iii) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.

(iv) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.

(v) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.

(vi) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may not use the software on a device with automated teller machine ("ATM") as the primary functionality.

(vii) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently

stored on the system. “Desktop functions,” as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes word processing, spreadsheets, database, scheduling, and personal finance.

(viii) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.

(ix) **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.

e. Backup copy. You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described below.

3. Privacy; Consent to Use of Data. Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at (aka.ms/privacy),¹ and as may be described in the user interface associated with the software features.

4. Transfer to a Third Party.

a. Software preinstalled on device. If you acquired the software preinstalled on a device, you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.

b. Stand-alone software. If you acquired the software as stand-alone software, you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

5. Authorized Software and Activation. You are authorized to use this software only if you are properly licensed and the software has been properly enabled and activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device’s components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see (aka.ms/genuine). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

6. Updates. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. The software periodically checks for system and app updates, and may download and install them for you. To the extent automatic updates are enabled on your device, by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

7. Geographic and Export Restrictions. If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit (aka.ms/georestrict) and (aka.ms/exporting).

8. Support and Refund Procedures. For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at (aka.ms/mssupport). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

9. Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

a. Disputes covered—everything except IP. The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**

b. Mail a Notice of Dispute first. If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.

c. Small claims court option. Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business—King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.

d. Arbitration procedure. The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see www.adr.org or call 1-800-778-7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place

of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

e. Arbitration fees and payments.

(i) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.

(ii) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

(iii) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

f. Must file within one year. You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes — see Section 9.a.) within one year from when it first could be filed. Otherwise, it's permanently barred.

g. Severability. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.

h. Conflict with AAA rules. This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

i. Microsoft as party or third-party beneficiary. If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

10. Governing Law. The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles, except that the FAA governs all provisions relating to arbitration.

11. Consumer Rights, Regional Variations. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

a. Australia. References to “Limited Warranty” are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this section, “goods” refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

b. Canada. You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

c. European Union. The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).

d. Germany and Austria.

(i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.

(ii) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called “cardinal obligations”). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.

12. Additional Notices.

a. Networks, data and Internet usage. Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software’s usage calculations may be different from your service provider’s measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

b. H.264/AVC and MPEG-4 visual standards and VC-1 video standards. The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS (“VIDEO STANDARDS”) AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY

OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM.

c. Malware protection. Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

d. Limited rights versions. If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may use other programs with the software as long as the other programs directly support the manufacturer's specific use for the device, or provide system utilities, resource management, or anti-virus or similar protection.

(i) **Academic.** For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.

(ii) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, evaluation software is provided "AS IS".

(iii) **NFR.** You may not sell software marked as "NFR" or "Not for Resale".

13. Entire Agreement. This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to microsoft.com/useterms or going to Settings - System - About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- Windows 10 Privacy Statement (aka.ms/privacy)
- Microsoft Services Agreement (aka.ms/msa)
- Adobe Flash Player License Terms (aka.ms/adobe-flash)

NO WARRANTY

THE SOFTWARE ON YOUR DEVICE (INCLUDING THE APPS) IS LICENSED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY YOUR LOCAL LAWS, YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD IT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. NEITHER THE DEVICE MANUFACTURER NOR MICROSOFT GIVES ANY EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS FOR THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE MANUFACTURER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A WARRANTY, GUARANTEE, OR CONDITION, YOUR

SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR (II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR MICROSOFT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT; VIOLATION OF A STATUTE OR REGULATION; UNJUST ENRICHMENT; OR UNDER ANY OTHER THEORY.

THE DAMAGE EXCLUSIONS AND REMEDY LIMITATIONS IN THIS AGREEMENT APPLY EVEN IF YOU HAVE NO REMEDY (THE SOFTWARE IS LICENSED "AS IS"), IF REPAIR, REPLACEMENT, OR A REFUND (IF REQUIRED BY YOUR LOCAL LAW) DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, IF THE MANUFACTURER OR MICROSOFT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES, OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Check with your device manufacturer to determine if your device is covered by a warranty.

Microsoft License Terms for Windows 11 IoT Enterprise LTSC

MICROSOFT SOFTWARE LICENSE TERMS WINDOWS IOT ENTERPRISE (ALL EDITIONS)

IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 8. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or, if a business, where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft. If you are a volume license customer, use of this software is subject to your volume license agreement rather than this agreement.

This agreement describes your rights, obligations, and the conditions upon which you may use the Windows software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the ([aka.ms/](#)) link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

1. Overview.

- a. **Applicability.** This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, calendar, contacts, music and news that are included with Windows, unless other terms apply. If this agreement contains terms regarding a feature or service not available on your device, those terms do not apply.
- b. **Additional terms.** Additional Microsoft and third-party terms may apply to your use of certain features, services and apps, depending on your device's capabilities, how it is configured, and how you use it. Please read them.
 - i. Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at <https://aka.ms/msa>. You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.
 - ii. Microsoft, or the device manufacturer or installer may include additional apps, which will be subject to separate license terms and privacy policies.
 - iii. The software may include third-party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third-party programs can be viewed at C:\Windows\Help\en-US\credits.rtf.

2. Installation and Use Rights.

- a. **License.** The software is licensed, not sold. The software license is permanently assigned to the device with which you acquired the software. Under this agreement, we grant you the right to install and run one instance of the software on your device (the licensed device), so long as you comply with the terms and restrictions contained in this agreement. Updating or upgrading from non-genuine software with software from Microsoft or authorized sources does not make your original version or the updated/upgraded version genuine, and in that situation, you do not have a license to use the software.
- b. **Device.** In this agreement, "device" means a physical hardware system with an internal storage device capable of running the software, or a virtual machine. A hardware partition or blade is considered to be a device,
- c. **Restrictions.** The device manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement, and no other rights are licensed to you. For the avoidance of doubt, this license does not give you any right to, and you may not (and you may not permit any other person or entity to):

- i. use or virtualize features of the software separately;
 - ii. publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
 - iii. transfer the software (except as permitted by this agreement);
 - iv. work around any technical restrictions or limitations in the software;
 - v. use the software as server software or to operate the device as a server, except as permitted under Section 2(d)(iii) below; use the software to offer commercial hosting services; make the software available for simultaneous use by more than one user over a network, except as permitted under Section 2(d)(vi) below; install the software on a server for remote access or use over a network; or install the software on a device for use only by remote users; a single device may be locally and simultaneously interacted with by up-to two end user operators;
 - vi. reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open-source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License that are included with and linked to by the software; and
 - vii. when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.
- d. **Multi-Use scenarios.**
- i. **Multiple versions.** If when acquiring the software, you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
 - ii. **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
 - iii. **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device solely to use the following software features for personal or internal purposes: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This subsection does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this subsection), on any of these other devices.
 - iv. **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.
 - v. **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.
 - vi. **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A

POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.

- vii. **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. "Desktop functions," as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
- viii. **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.
- e. **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.
- f. **High Risk Use.**
 - i. **WARNING: THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE WHERE FAILURE OR FAULT OF ANY KIND OF THE SOFTWARE COULD RESULT IN DEATH OR SERIOUS BODILY INJURY, OR IN PHYSICAL OR ENVIRONMENTAL DAMAGE (collectively "High Risk Use").** Accordingly, You must design and implement Your hardware and software such that, in the event of any interruption, defect, error, or other failure of the software, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Your High Risk Use of the software is at Your own risk.
 - ii. **Indemnification.** You agree to indemnify, defend and hold harmless Microsoft from any claims, including claims arising from any High Risk Uses, and inclusive of attorneys' fees, related to the distribution or use of Your devices, except to the extent that any intellectual property claim is based solely on the unmodified software.
- 3. **Privacy; Consent to Use of Data.** Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at <https://aka.ms/privacy>, and as may be described in the user interface associated with the software features.
- 4. **Authorized Software and Activation.** You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's

components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see <https://aka.ms/genuine>. Certain updates, support, and other services might be offered only to users of genuine Microsoft software.

5. **Updates.** The software periodically checks for system and app updates, and may download and install them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. To the extent automatic updates are enabled on your device, by accepting this agreement, or using the software, you agree to receive these types of automatic updates without any additional notice.
6. **Geographic and Export Restrictions.** If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit <https://aka.ms/exporting>.
7. **Device Manufacturer and Installer Support and Refund Procedures.** For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at <https://aka.ms/mssupport>. If you are seeking a refund, contact the device manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.
8. **Binding Arbitration and Class Action Waiver if You Live in (or, if a Business, Your Principal Place of Business is in) the United States.**

We hope we never have a dispute, but if we do, you and we agree to try for 60 days, upon receipt of a Notice of Dispute, to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney- general actions, request for public injunctions, and any other proceeding or request for relief where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, software installer, and our affiliates.

- a. **Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the device manufacturer or installer, or you and Microsoft, concerning the software (or software to which this agreement applies including other Windows apps), its price, marketing, communications, your purchase transaction, billing, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Send a Notice of Dispute before arbitration.** If you have a dispute that our customer service representatives can't resolve and you wish to pursue arbitration, you must first send an individualized Notice of Dispute by U.S. Mail to the device manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, you must first

mail it to Microsoft Corporation, ATTN: CELA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399, or submit the form electronically. The Notice of Dispute form is available at <https://go.microsoft.com/fwlink/?LinkId=245499>. Complete that form in full, with all the information it requires. We'll do the same if we have a dispute with you. Any applicable statute of limitations will be tolled from the date of a properly submitted individualized Notice of Dispute through the first date on which an arbitration may properly be filed under this Section 8.

- c. **Small claims court option.** Instead of sending a Notice of Dispute, either you or we may sue the other party in small claims court seeking only individualized relief, so long as the action meets the small claims court's requirements and remains an individual action seeking individualized relief. The small claims court must be in your county of residence (or, if a business, your principal place of business).
- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is less than \$75,000 USD whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see <https://aka.ms/adr>. **This agreement governs to the extent it conflicts with any applicable AAA rules.** To initiate an arbitration, submit the Demand for Arbitration form available at <https://go.microsoft.com/fwlink/?LinkId=245497> to the AAA and mail a copy to the device manufacturer or installer (or to Microsoft if your dispute is with Microsoft). The form must contain information that is specific to you and your claim. In a dispute involving \$25,000 USD or less, any hearing will be telephonic or by videoconference unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, if a business, your principal place of business). The arbitrator may award the same damages to you individually as a court could. **The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim, but not relief that would affect non-parties.**

The arbitrator rules on all issues except that a court has exclusive authority: (i) to decide arbitrability, as well as formation, existence, scope, validity, and enforceability of this arbitration agreement; (ii) to decide whether the parties have complied with the pre-arbitration requirements (including the individualized Notice of Dispute and Demand for Arbitration forms); (iii) to enforce the prohibition on class, representative, private attorney- general, or combined actions or proceedings, or public injunctive relief; and (iv) to enjoin an arbitration from proceeding if it does not comply with this agreement.

If your Notice of Dispute involves claims similar to those of at least 24 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, you and we agree that these claims will be "Related Cases." Related Cases may only be filed in batches of up to 50 individual arbitrations at a time, and those individual arbitrations will be resolved in the following manner: (i) for the first batch, each side may select up to 25 of these Related Cases to be filed and resolved in individual arbitrations under this Section 8; (ii) none of the other Related Cases may be filed or prosecuted in arbitration until the first batch of up to 50 individual arbitrations is resolved; and (iii) if, after that first batch, the parties are unable to informally resolve the remaining Related Cases, a second batch of Related Cases may be filed, where each side may select up to 25 of the Related Cases to be resolved in individual arbitrations under this Section 8. This process of batched individual arbitrations will continue until the parties resolve all Related Cases informally or through individual arbitrations. A court has exclusive authority to enforce this paragraph, including whether it applies to a given set of claims, and to enjoin the filing or prosecution of arbitrations that do not comply with this paragraph.

- e. **Arbitration fees and payments**

- i. Disputes involving less than \$75,000 USD.** The device manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If (i) the dispute involves less than \$75,000 USD; and before initiating arbitration (ii) you complied with all pre-arbitration requirements in this Section 8, including, if applicable, the Related Cases paragraph. Otherwise, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses. If, at the conclusion of the arbitration, the arbitrator awards you more than our last written offer made before the arbitrator was appointed, the device manufacturer or installer (or Microsoft if your dispute is with Microsoft) will pay you: (i) the amount of the award or \$1,000 USD (whichever is more); (ii) any reasonable attorney's fees you incurred; and (iii) any reasonable expenses (including expert witness fees and costs) that your attorney accrued in connection with your individual arbitration.

- ii. **Disputes involving \$75,000 USD or more.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

- f. Severability.** If, after exhaustion of all appeals, a court finds any part of this Section 8 unenforceable as to any claim or request for a remedy, then the parties agree to arbitrate all claims and remedies subject to arbitration before litigating in court any remaining claims or remedies (such as a request for a public injunction remedy, in which case the arbitrator issues an award on liability and individual relief before a court considers that request). Otherwise, if any other part of Section 8 is found to be unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins).

- g. Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the device manufacturer or installer to resolve disputes through informal negotiation and arbitration.

- 9. Governing Law.** The laws of the state or country where you live (or, if a business, where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

- 10. Consumer Rights, Regional Variations.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a. **Australia.** References to “Limited Warranty” are references to the express warranty provided by Microsoft or the device manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies under the Australian Consumer Law consumer guarantees. Nothing in this agreement limits or changes those rights and remedies. In particular:

- i. support and refund policies referred to in Section 7 are subject to the Australian Consumer Law;

- ii. the Australian Consumer Law consumer guarantees apply to the evaluation software described in Section 11(d)(i); and

- iii. our goods come with guarantees that cannot be excluded under the Australian Consumer Law. In this subsection, “goods” refers to the software for which

Microsoft, or the device manufacturer or installer provides the express warranty. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

To learn more about your rights under the Australian Consumer Law, please review the information at <https://aka.ms/acl>.

- b. **Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re- connect to the Internet, the software will resume checking for and installing updates.
- c. **Germany and Austria.**
 - i. **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the device manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.
 - ii. **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the device manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the device manufacturer or installer, or Microsoft will only be liable for slight negligence if the device manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the device manufacturer or installer or Microsoft will not be liable for slight negligence.
- d. **Other regions.** See <https://go.microsoft.com/fwlink/?LinkId=534978> for a current list of regional variations.

11. Additional Notices.

- a. **Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.
- b. **Codec Notices:**
 - i. **H.264/AVC Video Standard.** This product includes AVC coding technology. MPEG LA LLC requires this notice:

This product is licensed under the AVC patent portfolio license for the personal and non- commercial use of a consumer to (i) encode video in compliance with the AVC standard ("AVC VIDEO") and/or (ii) decode AVC video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed to provide AVC video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA LLC. See <http://www.MPEGLA.COM>.

For clarification purposes, this notice does not limit or inhibit the use of the product for normal business uses that are personal to that business which do not include (i) redistribution of the product to third parties, or (ii) creation of content with AVC Standard compliant technologies for distribution to third parties.

- ii. **VC-1 Video Standard.** This product includes VC-1 coding technology. MPEG LA LLC requires this notice:

This product is licensed under the VC-1 Patent Portfolio license for the personal and non-commercial use of a consumer to (i) encode video in compliance with the VC-1 standard ("VC-1 Video") and/or (ii) decode VC-1 video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed to provide VC-1 video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA LLC. See <http://www.MPEGLA.COM>.

For clarification purposes, this notice does not limit or inhibit the use of the product for normal business uses that are personal to that business which do not include (i) redistribution of the product to third parties, or (ii) creation of content with VC-1 Standard compliant technologies for distribution to third parties.

- c. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.
 - d. **Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may not use such versions of the software for commercial, non-profit, or revenue-generating activities.
 - i. **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, evaluation software is provided "AS IS" and no warranty, implied or express (including the Limited Warranty), applies to these versions.
12. **Entire Agreement.** This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the device manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the device manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to <https://aka.ms/useterms> or going to Settings - System - About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

Windows Privacy Statement <https://aka.ms/privacy>

Microsoft Services Agreement <https://aka.ms/msa>

NO WARRANTY

THE SOFTWARE ON YOUR DEVICE (INCLUDING THE APPS) IS LICENSED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY YOUR LOCAL LAWS, YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD IT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR.

NEITHER THE DEVICE MANUFACTURER NOR MICROSOFT GIVES ANY EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS FOR THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE MANUFACTURER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A WARRANTY, GUARANTEE, OR CONDITION, YOUR SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR

(II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR MICROSOFT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT; VIOLATION OF A STATUTE OR REGULATION; UNJUST ENRICHMENT; OR UNDER ANY OTHER THEORY.

THE DAMAGE EXCLUSIONS AND REMEDY LIMITATIONS IN THIS AGREEMENT APPLY EVEN IF YOU HAVE NO REMEDY (THE SOFTWARE IS LICENSED "AS IS"), IF REPAIR, REPLACEMENT, OR A REFUND (IF REQUIRED BY YOUR LOCAL LAW) DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, IF THE MANUFACTURER OR MICROSOFT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES, OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Check with your device manufacturer to determine if your device is covered by a warranty.

Intel Software License Agreement

(OEM / IHV / ISV Distribution & Single User)

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

Do not use or load software (including drivers) from this site or any associated materials (collectively, the "Software") until you have carefully read the following terms and conditions. By loading or using the Software, you agree to the terms of this Agreement, which Intel may modify from time to time following reasonable notice to You. If you do not wish to so agree, do not install or use the Software.

Please Also Note:

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

For OEMs, IHVs and ISVs:

LICENSE. Subject to the terms of this Agreement, Intel grants to You a nonexclusive, nontransferable, worldwide, fully paid-up license under Intel's copyrights to:

- Use, modify and copy the Software internally for Your own development and maintenance purposes; and
- Modify, copy and distribute (subject to any restrictions imposed by Intel) the Software, including derivative works of the Software, to Your end-users, but only under a license agreement with terms at least as restrictive as those contained in Intel's Final, Single User License Agreement, attached as Exhibit A; and
- Modify, copy and distribute the end-user documentation which may accompany the Software, but only in association with the Software.

Intel reserves the right to further restrict your distribution of the Software to specific Intel-approved platforms, operating systems, segments, and/or devices in its sole and absolute discretion upon reasonable notice to You.

If You are not the final manufacturer or vendor of a computer system or software program incorporating the Software, then You may transfer a copy of the Software, including derivative works of the Software (and related end-user documentation) to Your recipient for use in accordance with the terms of this Agreement, provided such recipient agrees to be fully bound by the terms hereof. You will not otherwise assign, sublicense, lease, or in any other way transfer or disclose Software to any third party. You will not reverse-compile, disassemble or otherwise reverse-engineer the Software.

You may not subject the Software, in whole or in part, to any license obligations of Open Source Software including without limitation combining or distributing the Software with Open Source Software in a manner that subjects the Software or any portion of the Software provided by Intel hereunder to any license obligations of such Open Source Software. "Open Source Software" means any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (a) be disclosed or distributed in source code form; or (b) be licensed by the user to third parties for the purpose of making and/or distributing derivative works; or (c) be redistributable at no charge. Open Source Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models substantially similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (b) the Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Source License (SISL), (g) the Apache Software license and (h) the Common Public License (CPL).

NO OTHER RIGHTS. The Software is protected by the intellectual property laws of the United States and other countries, and international treaty provisions. Except as otherwise expressly above, Intel grants no express or implied rights under Intel patents, copyrights, trademarks, or other intellectual property rights. Except as expressly stated in this Agreement, no license or right is granted to You directly or by implication, inducement, estoppel or otherwise. Intel will have the right to inspect or have an independent auditor inspect Your relevant records to verify Your compliance with the terms and conditions of this Agreement.

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

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

SUPPORT. Intel may make changes to the Software, or to items referenced therein, at any time without notice, but is not obligated to support, update or provide training for the Software. Intel may in its sole discretion offer such services under separate terms at Intel's then-current rates.

You may request additional information on Intel's service offerings from an Intel sales representative. You agree to be solely responsible to Your End Users for any update or support obligation or other liability which may arise from the distribution of the Software.

EXCLUSION OF OTHER WARRANTIES. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Intel does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software.

LIMITATION OF LIABILITY. IN NO EVENT WILL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THE SOFTWARE LICENSED HEREUNDER IS NOT DESIGNED OR INTENDED FOR USE IN ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, TRANSPORTATION SYSTEMS, NUCLEAR SYSTEMS, OR FOR ANY OTHER MISSION CRITICAL APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO PERSONAL INJURY OR DEATH. YOU WILL INDEMNIFY AND HOLD INTEL AND THE INTEL PARTIES HARMLESS AGAINST ALL CLAIMS, COSTS, DAMAGES, AND EXPENSES, AND REASONABLE ATTORNEY FEES ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE DISTRIBUTION OF THE SOFTWARE AND ANY CLAIM OF PRODUCT LIABILITY, PERSONAL INJURY OR DEATH ASSOCIATED WITH ANY UNINTENDED USE, EVEN IF SUCH CLAIM ALLEGES THAT AN INTEL PARTY WAS NEGLIGENT REGARDING THE DESIGN OR MANUFACTURE OF THE SOFTWARE. THE LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTEL AND YOU. INTEL WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS.

TERMINATION OF THIS AGREEMENT. Intel may terminate this Agreement immediately, upon notice from Intel, if You violate its terms. Upon termination, You will immediately destroy the Software (including providing certification of such destruction back to Intel) or return all copies of the Software to Intel. In the event of termination of this Agreement, all licenses granted to You hereunder will immediately terminate, except for licenses that you have previously distributed to Your end-users pursuant to the license grant above.

APPLICABLE LAWS. Any claims arising under or relating to this Agreement will be governed by the internal substantive laws of the State of Delaware or federal courts located in Delaware, without regard to principles of conflict of laws. Each Party hereby agrees to jurisdiction and venue in the courts of the State of Delaware for all disputes and litigation arising under or relating to this Agreement. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The Parties consent to the personal jurisdiction of the above courts.

Export Regulations / Export Control. You will not export, either directly or indirectly, any product, service or technical data or system incorporating such items without first obtaining any required license or other approval from the U. S. Department of Commerce or any other agency or department of the United States Government. In the event any product is exported from the United States or re-exported from a foreign destination by You, You will ensure that the distribution and export/re-export or import of the product is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. You agree that neither you nor any of your subsidiaries will export/re-export any technical data, process, product, or service, directly or indirectly, to any country for which the United States government or any agency thereof or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining such license or approval.

GOVERNMENT RESTRICTED RIGHTS. The Software is a "commercial item" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48

C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, You will provide the Software to the U.S. Government as an End User only pursuant to the terms and conditions therein. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052.

Assignment. You may not delegate, assign or transfer this Agreement, the license(s) granted or any of Your rights or duties hereunder, expressly, by implication, by operation of law, by way of merger (regardless of whether You are the surviving entity) or acquisition, or otherwise and any attempt to do so, without Intel's express prior written consent, will be null and void. Intel may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.

Entire Agreement. The terms and conditions of this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior, contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties hereto will be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided for herein. Intel is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Intel. Without limiting the foregoing, terms and conditions on any purchase orders or similar materials submitted by You to Intel, and any terms contained in Intel's standard acknowledgment form that are in conflict with these terms, will be of no force or effect.

Attorneys' Fees. In the event any proceeding or lawsuit is brought by Intel or You in connection with this Agreement, the prevailing party in such proceeding will be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.

No Agency. Nothing contained herein will be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.

Severability. In the event that any provision of this Agreement will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

Waiver. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Language. This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for accommodation only and will not be binding on you or Intel. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise noted, will be in the English language.

SLAOEMISV1/RBK/11-02-17

EXHIBIT "A"

INTEL SOFTWARE LICENSE AGREEMENT

(Final, Single User)

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

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

LICENSE. You may copy the Software onto a single computer for your personal, or internal business purpose use, and you may make one back-up copy of the Software, subject to these conditions:

- You may not copy, modify, rent, sell, distribute or transfer any part of the Software except as provided in this Agreement, and you agree to prevent unauthorized copying of the Software.
- You may not reverse engineer, decompile, or disassemble the Software.
- You may not sublicense or permit simultaneous use of the Software by more than one user.
- The Software may contain the software or other property of third party suppliers, some of which may be identified in, and licensed in accordance with, any enclosed "license.txt" file or other text or file.

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

EXCLUSION OF OTHER WARRANTIES. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Intel does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software.

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

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

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

GOVERNMENT RESTRICTED RIGHTS. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or its successor. Use of the Software by the Government constitutes acknowledgment of Intel's proprietary rights therein. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052.

Oracle Linux Software License Agreement

"We," "us," "our" and "Oracle" refers to Oracle America, Inc. "You" and "your" refers to the individual or entity that has acquired the Oracle Linux programs. "Oracle Linux programs" refers to the Linux software product which you have acquired. "License" refers to your right to use the Oracle Linux programs under the terms of this Oracle Linux License Agreement (the "Agreement") and the licenses referenced herein. This Agreement shall be governed by and construed in accordance with California law, except for that body of California law concerning the conflict of laws, and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement.

We are willing to provide a copy of the Oracle Linux programs to you only upon the condition that you accept all of the terms contained in this Agreement. Read the terms carefully and indicate your acceptance by either selecting the "Accept" button at the bottom of the page to confirm your acceptance, if you are downloading the Oracle Linux programs, or continuing to install the Oracle Linux programs, if you have received this Agreement during the installation process. If you are not willing to be bound by these terms, select the "Do Not Accept" button or discontinue the installation process.

1. Grant of Licenses to the Oracle Linux programs. Subject to the terms of this Agreement, Oracle grants to you a license to the Oracle Linux programs under the GNU General Public License version 2.0. The Oracle Linux programs contain many components developed by Oracle and various third parties. The license for each component is located in the licensing

documentation and/or in the component's source code. In addition, a list of components may be delivered with the Oracle Linux programs and the Additional Oracle Linux programs (as defined below) or accessed online at <http://oss.oracle.com/linux/legal/oracle-list.html>. The source code for the Oracle Linux Programs and the Additional Oracle Linux programs can be found and accessed online at <https://oss.oracle.com/sources/>. This Agreement does not limit, supersede or modify your rights under the license associated with any separately licensed individual component.

2. Licenses to Additional Oracle Linux programs. Certain third-party technology (collectively the "Additional Oracle Linux programs") may be included on the same medium or as part of the download of Oracle Linux programs you receive, but is not part of the Oracle Linux programs. Each Additional Oracle Linux program is licensed solely under the terms of the Mozilla Public License, Apache License, Common Public License, GNU Lesser General Public License, Netscape Public License or similar license that is included with the relevant Additional Oracle Linux program.

3. Ownership. The Oracle Linux programs and their components and the Additional Oracle Linux programs are owned by Oracle or its licensors. Subject to the licenses granted and/or referenced herein, title to the Oracle Linux programs and their components and the Additional Oracle Linux programs remains with Oracle and/or its licensors.

4. Trademark License. You are permitted to distribute unmodified Oracle Linux programs or unmodified Additional Oracle Linux programs without removing the trademark(s) owned by Oracle or its affiliates that are included in the unmodified Oracle Linux programs or unmodified Additional Oracle Linux programs (the "Oracle Linux Trademarks"). You may only distribute modified Oracle Linux programs or modified Additional Oracle Linux programs if you remove relevant images containing the Oracle Linux Trademarks. Certain files, identified in <http://oss.oracle.com/linux/legal/oracle-list.html>, include such trademarks. Do not delete these files, as deletion may corrupt the Oracle Linux programs or Additional Oracle Linux programs. You are not granted any other rights to the Oracle Linux Trademarks, and you acknowledge that you shall not gain any proprietary interest in the Oracle Linux Trademarks. All goodwill arising out of use of the Oracle Linux Trademarks shall inure to the benefit of Oracle or its affiliates. You may not use any trademarks owned by Oracle or its affiliates (including "ORACLE") or potentially confusing variations (such as, "ORA") as a part of your logo(s), product name(s), service name(s), company name, or domain name(s) even if such products, services or domains include, or are related to, the Oracle Linux programs or Additional Oracle Linux programs.

5. Limited Warranty. THE ORACLE LINUX PROGRAMS AND ADDITIONAL ORACLE LINUX PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED DOLLARS (U.S.).

7. No Technical Support. Our technical support organization will not provide technical support, phone support, or updates to you for the materials licensed under this Agreement. Technical support, if available, may be acquired from Oracle or its affiliates under a separate agreement.

8. Relationship Between the Parties. The relationship between you and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as

agent, employee, franchisee, or in any other capacity. Nothing in this Agreement shall be construed to limit either party's right to independently develop or distribute programs that are functionally similar to the other party's products, so long as proprietary information of the other party is not included in such programs.

9. Entire Agreement. You agree that this Agreement is the complete Agreement for the Oracle Linux programs and the Additional Oracle Linux programs, and this Agreement supersedes all prior or contemporaneous Agreements or representations. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention on the International Sale of Goods applies to this Agreement.

You can find a copy of the GNU General Public License version 2.0 in the "copying" or "license" file included with the Oracle Linux programs or here: [GPL-2](#).

OFFER TO PROVIDE SOURCE CODE

For software that you receive from Oracle in binary form that is licensed under an open source license that gives you the right to receive the source code for that binary, you can obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. Alternatively, if the source code for the technology was not provided to you with the binary, you can also receive a copy of the source code on physical media by submitting a written request to:

Oracle America, Inc.

Attn: Associate General Counsel

Development and Engineering Legal

500 Oracle Parkway, 10th Floor

Redwood Shores, CA 94065

Or, you may send an email to Oracle using the form linked from <http://www.oracle.com/goto/opensourcecode>. Your written or emailed request should include:

- * The name of the component or binary file(s) for which you are requesting the source code
- * The name and version number of the Oracle product
- * The date you received the Oracle product
- * Your name
- * Your company name (if applicable)
- * Your return mailing address and email
- * A telephone number in the event we need to reach you.

We may charge you a fee to cover the cost of physical media and processing. Your request must be sent (i) within three (3) years of the date you received the Oracle product that included the component or binary file(s) that are the subject of your request, or (ii) in the case of code licensed under the GPL v3, for as long as Oracle offers spare parts or customer support for that product model or version.

Last updated 29 September 2015

GNU General Public License, Version 2.0

GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.,

51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

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

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Lesser General Public License instead.) You can apply it to your programs, too.

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

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

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

GNU GENERAL PUBLIC LICENSE

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated

into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

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

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

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

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

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

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

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

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

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license

practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

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

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

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

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

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

NO WARRANTY

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

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

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

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

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

You should have received a copy of the GNU General Public License along

with this program; if not, write to the Free Software Foundation, Inc.,

51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA.

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

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

Gnomovision version 69, Copyright (C) year name of author

Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'.

This is free software, and you are welcome to redistribute it

under certain conditions; type `show c' for details.

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in the program

`Gnomovision' (which makes passes at compilers) written by James Hacker.

<signature of Ty Coon>, 1 April 1989

Ty Coon, President of Vice

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

MIT License

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Microsoft Public License

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

1. Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.

A "contribution" is the original software, or any additions or changes to the software.

A "contributor" is any person that distributes its contribution under this license.

"Licensed patents" are a contributor's patent claims that read directly on its contribution.

2. Grant of Rights

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

3. Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

BSD License

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

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

Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

Apache License 2.0

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.

2. Grant of Copyright 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 copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative

Works in Source or Object form.

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:

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

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

(c) 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

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative

Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative

Works, if and wherever such third-party notices normally appear. The contents of the

NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

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

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing,

Licensor provides the Work (and each Contributor provides its Contributions) on an "AS

IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NONINFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this

License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the

Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such

Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative

Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License.

However, in accepting such obligations, You may act only on Your own behalf and on

Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the

License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS

OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

Mozilla Public License 1.1

1. Definitions.

1.0.1. "Commercial Use"

means distribution or otherwise making the Covered Code available to a third party.

1.1. "Contributor"

means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version"

means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code"

means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism"

means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable"

means Covered Code in any form other than Source Code.

1.6. "Initial Developer"

means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work"

means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License"

means this document.

1.8.1. "Licensable"

means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.9. "Modifications"

means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code"

means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims"

means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code"

means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your")

means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

the licenses granted in this Section 2.1 (a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

Notwithstanding Section 2.1 (b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

the licenses granted in Sections 2.2 (a) and 2.2 (b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

Notwithstanding Section 2.2 (b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4 (a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Sections 3.1, 3.2, 3.3, 3.4 and 3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions

Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. Termination

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or

(ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U.S. government end users

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. Miscellaneous

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the

International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. Responsibility for claims

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

13. Multiple-licensed code

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the MPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

Exhibit A - Mozilla Public License.

"The contents of this file are subject to the Mozilla Public License

Version 1.1 (the "License"); you may not use this file except in

compliance with the License. You may obtain a copy of the License at

<https://www.mozilla.org/MPL/>

Software distributed under the License is distributed on an "AS IS"

basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the

License for the specific language governing rights and limitations

under the License.

The Original Code is _____.

The Initial Developer of the Original Code is _____.

Portions created by _____ are Copyright (C) _____

_____. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[] License"), in which case the provisions of [] License are applicable instead of those above. If you wish to allow use of your version of this file under the terms of the [] License and not to allow others to use your version of this file under the MPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [] License. If you do not delete the provisions above, a recipient may use your version of this file under either the MPL or the [] License."

NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.

Creative Commons Attribution 4.0 International Public License

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Creative Commons Attribution 4.0 International Public License ("Public License"). To the extent this Public License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

Section 1 – Definitions.

Adapted Material means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor. For purposes of this Public License, where the Licensed Material is a musical work, performance, or sound recording, Adapted Material is always produced where the Licensed Material is synched in timed relation with a moving image.

Adapter's License means the license You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this Public License.

Copyright and Similar Rights means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section 2(b)(1)-(2) are not Copyright and Similar Rights.

Effective Technological Measures means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.

Exceptions and Limitations means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.

Licensed Material means the artistic or literary work, database, or other material to which the Licensor applied this Public License.

Licensed Rights means the rights granted to You subject to the terms and conditions of this Public License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.

Licensor means the individual(s) or entity(ies) granting rights under this Public License.

Share means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.

Sui Generis Database Rights means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.

You means the individual or entity exercising the Licensed Rights under this Public License. Your has a corresponding meaning.

Section 2 – Scope.

License grant.

Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:

reproduce and Share the Licensed Material, in whole or in part; and
produce, reproduce, and Share Adapted Material.

Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions.

Term. The term of this Public License is specified in Section 6(a).

Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section 2(a)(4) never produces Adapted Material.

Downstream recipients.

Offer from the Licensor – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.

No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.

No endorsement. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section 3(a)(1)(A)(i).

Other rights.

Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.

Patent and trademark rights are not licensed under this Public License.

To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties.

Section 3 – License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

Attribution.

If You Share the Licensed Material (including in modified form), You must:

retain the following if it is supplied by the Licensor with the Licensed Material:

identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);

a copyright notice;

a notice that refers to this Public License;

a notice that refers to the disclaimer of warranties;

a URI or hyperlink to the Licensed Material to the extent reasonably practicable;

indicate if You modified the Licensed Material and retain an indication of any previous modifications; and

indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.

You may satisfy the conditions in Section 3(a)(1) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.

If requested by the Licensor, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.

If You Share Adapted Material You produce, the Adapter's License You apply must not prevent recipients of the Adapted Material from complying with this Public License.

Section 4 – Sui Generis Database Rights.

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

for the avoidance of doubt, Section 2(a)(1) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database;

if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material; and

You must comply with the conditions in Section 3(a) if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section 4 supplements and does not replace Your obligations under this Public License where the Licensed Rights include other Copyright and Similar Rights.

Section 5 – Disclaimer of Warranties and Limitation of Liability.

Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.

To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Public License or use of the Licensed Material, even if the Licensor has been

advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.

The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 6 – Term and Termination.

This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically.

Where Your right to use the Licensed Material has terminated under Section 6(a), it reinstates:

automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or

upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section 6(b) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.

For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Public License.

Sections 1, 5, 6, 7, and 8 survive termination of this Public License.

Section 7 – Other Terms and Conditions.

The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.

Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Public License.

Section 8 – Interpretation.

For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.

To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.

No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.

Nothing in this Public License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.

Creative Commons is not a party to its public licenses. Notwithstanding, Creative Commons may elect to apply one of its public licenses to material it publishes and in those instances will be considered the “Licensor.” The text of the Creative Commons public licenses is dedicated to the public domain under the CC0 Public Domain Dedication. Except for the limited purpose of indicating that material is shared under a Creative Commons public license or as otherwise permitted by the Creative Commons policies published at creativecommons.org/policies, Creative Commons does not authorize the use of the trademark “Creative Commons” or any

other trademark or logo of Creative Commons without its prior written consent including, without limitation, in connection with any unauthorized modifications to any of its public licenses or any other arrangements, understandings, or agreements concerning use of licensed material. For the avoidance of doubt, this paragraph does not form part of the public licenses.

Creative Commons may be contacted at creativecommons.org.

End User License Agreement for U. Are U. ® Software Development Kit (SDK) Products

IMPORTANT - READ CAREFULLY: This END USER LICENSE AGREEMENT (the “**EULA**”) is a legal agreement between you either as an individual or as an authorized representative of a business entity (hereafter referred to as “**You**” and/or “**Your**”) and **Cross Match Technologies, Inc.**, a corporation organized and existing under the laws of the State of Delaware, USA, on behalf of itself and its Affiliates, including but not limited to DigitalPersona, Inc. (collectively, “**Crossmatch**”). Crossmatch is willing to license to You the Crossmatch software product accompanying this EULA, which may include, without limitation, pre-release beta technology for evaluation and testing purposes; fingerprint recognition software, fingerprint reader driver software, and any runtime binaries that are compiled for distribution (the “**Runtime Environment**”), library files, header files, supplemental software, updates and upgrades, associated firmware, media, manuals, user guides and/or other documentation provided by Crossmatch or made available for download, whether tangible or intangible (collectively, the “**Software Product**”). By installing, downloading, copying, or otherwise using the Software Product, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not install, copy or use the Software Product; please return the original Software Product and all copies thereof (if any) to Your place of purchase to obtain a refund, or if the Software Product was downloaded, please remove and delete the original and all copies of the Software Product from the computer(s) on which it was installed.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT LEGAL ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT LEGAL.DEPARTMENT@CROSSMATCH.COM.

1. License Grant

1.1 U.are.U SDK for Windows, U.are.U SDK for Linux, and U.are.U SDK for Android. If you license the U.are.U SDK for Windows, U.are.U SDK for Linux, and U.are.U SDK for Android, Crossmatch grants to You a limited, non-transferable, and non-exclusive right to install and use the Software Product at Your premises under the terms and conditions of this EULA. Provided that Your intranet or other storage device is secured in such a manner as to prohibit access of the Software Product by unauthorized users, You may copy the Software Product to the hard disk of a computer system, or use the Software Product on Your network.

1.2 U.are.U SDK for Windows, U.are.U SDK for Linux, and U.are.U SDK for Android. Subject to the terms and conditions of this EULA, and subject to Crossmatch’s underlying Intellectual Property Rights (as defined below) in and to the Software Product:

(a) You may use the Software Product to design, develop, and test a software application product (the “**Licensee Application**”), for use with the corresponding Crossmatch Client Software (defined below) and the Crossmatch fingerprint reader or module, or such other hardware/software package approved by Crossmatch for use with the Crossmatch SDK

products. For purposes of this EULA a Licensee Application specifically excludes any type of software development tool designed, developed, licensed and/or distributed by You. You represent that each and every biometric fingerprint reader, fingerprint recognition algorithm and other software required by the Licensee Application for fingerprint recognition will be acquired from Crossmatch or its authorized distributors. For purposes of this EULA, the Crossmatch Client Software means the Crossmatch software that is installed and used on a computer, terminal or other digital electronic device (each a "**Client**") and that provides fingerprint authentication functionality.

(b) You may (i) modify the sample source code located in the Software Product's "**Samples**" folder (the "**Sample Code**") and create derivatives thereof (the "**Sample Derivatives**"), and (ii) reproduce and distribute the Sample Derivatives in object code form only, and only as incorporated into the Licensee Application.

(c) You may reproduce and distribute the Runtime Environment in object code form only as incorporated into the Licensee Application; provided, however, that You reproduce and include the copyright notice that appears in the Sample Code and Runtime Environment as provided by Crossmatch and that You distribute the Licensee Application incorporating the Sample Derivatives and/or Runtime Environment pursuant to terms no less restrictive than those set forth in this Agreement.

1.3 Third Party Software. You acknowledge that the use of the Software Product may require the use of third party software programs ("**Third Party Programs**") including programs that are available under either their own license, or open source or free software license (each a "**Third Party License**"). Third Party Licenses are typically found in a Readme file in the Software Product or on the Crossmatch website at www.Crossmatch.com. This EULA does not alter any rights or obligations You may have under Third Party Licenses. Third Party Programs are provided "AS IS" and notwithstanding anything to the contrary in their respective Third Party Licenses, the Disclaimer of Warranties and Limitation of Liabilities provisions shall apply to Third Party Programs. Unless otherwise specifically agreed by Crossmatch in writing signed by an officer of Crossmatch, You shall be solely responsible with respect to obtaining the necessary licenses and consents and bearing the costs to license all such third party software. If the Software Product you are licensing is delivered with the Xerces2 Java Parser software, such Xerces2 Java Parser software shall be licensed under the Apache License, Version 2.0 (the "**Apache License**") as set forth in Section 12 below.

2. License Restrictions. You acknowledge and represent that the Licensee Application shall not be used, under any circumstances, with fingerprint recognition hardware and software other than a Crossmatch product. Except as otherwise permitted herein, You: (i) may not, or cause or permit a third party to reproduce, distribute, redistribute, sublicense, loan, rent or lease, all or any portion of the Software Product, including but not limited to, the bundling of the Software Product or portions thereof with any fingerprint recognition product not authorized by Crossmatch; (ii) except as otherwise provided herein, shall not reverse engineer, decompile, disassemble, or attempt to access or discover the underlying source code of the Software Product or portions thereof; (iii) may not utilize the Software Product to create or develop (or cause or permit third parties to create or develop), any products which compete with Crossmatch products; (iv) may not link the Software Product to any third party code that is licensed under any version of the GNU General Public License, the Affero General Public License or the GNU Lesser General Public License in such a manner as to require the Software Product to be distributed under any version of the GNU General Public License, Affero General Public License or the GNU Lesser General Public License, or develop any Licensee Application that is required to be distributed under the terms of any version of the GNU General Public License or Affero General Public License; (v) are **prohibited** by U.S. export regulations from using any Crossmatch products to develop cryptographic or encryption capabilities or using any Crossmatch products to develop items controlled for encryption capability or controlled for national security reasons. You shall promptly notify Crossmatch if any of the foregoing restrictions have been breached and You shall defend, indemnify and hold

harmless Crossmatch from and against any and all costs, expenses, damages and claims arising out of such violation.

3. Ownership of the Software Product. The Software Product (including any updates, upgrades, modifications and revisions) is protected by intellectual property and copyright laws and treaties worldwide, and may contain trade secrets of Crossmatch or its suppliers, who have and maintain exclusive right, title and interest in and to the Software Product and the Sample Derivatives, and reserve and retain all rights not expressly granted to You under this EULA. You agree not to remove or obscure any copyright, trademark or patent notices that appear on any of the Software Product as delivered to you. Subject to Crossmatch's underlying rights in and to the Software Product and portions thereof, and the rights of Third Party Programs, You shall own all Intellectual Property Rights (as defined below) in and to the Licensee Application.

4. Covenant to Facilitate Development. You acknowledge and agree not to enforce or assert any intellectual property rights (including, without limitation, all rights now held or hereafter created or acquired, whether arising under the laws of the United States or any other country, for any patents, copyrights or trade secrets (collectively, the **"Intellectual Property Rights"**)), in any Licensee Application or derivatives thereof in a manner which in any way limits the development, use and distribution by Crossmatch or its licensees of the Software Product.

5. Additional Terms for Evaluation and Beta Testing of Software Product. IF YOU ACQUIRED AN EVALUATION OR A BETA VERSION OF THE SOFTWARE PRODUCT FOR EVALUATION OR TESTING PURPOSES, THE ADDITIONAL TERMS OF THIS SECTION SHALL APPLY FOR THE DURATION OF THE EVALUATION PERIOD (defined below). For up to ninety (90) days from the date You acquired or downloaded the evaluation or beta version of the Software Product (the **"Evaluation Period"**) (i) You may use the Software Product only for evaluation and testing purposes; (ii) You may not use the Software Product in a production environment; (iii) You may not transfer the Software Product. You may acquire the right to use the Software Product in a production environment only upon written authorization from Crossmatch and payment of applicable fees. You acknowledge that the beta version of the Software Product may contain bugs, errors and other problems; furthermore, You acknowledge that Crossmatch has in no way made a commitment to a specific configuration, to any design features or functions, or a schedule for mass production or general availability of the Software Product based on the beta version You acquired. When requested, You agree to promptly notify Crossmatch of any errors You found while testing or evaluating the Software Product and provide the copy of the results of all testing and evaluation only to Crossmatch. You shall keep the results of the testing and evaluation confidential, as well as protect the confidentiality of the beta version of the Software Product. The evaluation version of the Software Product may contain an automatic disabling mechanism that prevents its use after termination or expiration of the Evaluation Period. Crossmatch may terminate Your right to use the evaluation or beta version of the Software Product at any time by providing a written notice to You. Your rights to use the evaluation or beta version of the Software Product will cease upon the earlier of notification by Crossmatch of termination or expiration of the Evaluation Period. If you have signed a Crossmatch Beta Testing or Evaluation Agreement for a specific Software Product, then such signed written agreement shall apply to the beta testing or evaluation of that specific Software Product.

6. Support. Crossmatch may offer basic support services related to the Software Product (**"Support Services"**). Receipt of Support Services is contingent upon Your agreement to then-current Crossmatch support terms and conditions available at www.Crossmatch.com/support. Any supplemental Software Product code provided to You as a part of Support Services shall be deemed part of the Software Product and subject to the terms of this EULA. With respect to any technical information You provide while using Support Services, Crossmatch may use such information for its business purposes, including without limitation, general product support and development. Crossmatch will not use such technical information in a form or manner that personally identifies You.

7. Limited Warranty; Disclaimer of Warranties. If Crossmatch provided the Software Product to You on tangible media, Crossmatch represents that such media in the form originally received by You and under normal use, will be free from defects in material and workmanship, for a period of ninety (90) days from the ship date of original Software Product You acquired as shown on Your receipt or similar proof of payment (the “**Warranty Period**”). EXCEPT FOR THE LIMITED WARRANTIES ABOVE, CROSSMATCH AND ITS DISTRIBUTORS OR RESELLERS MAKE NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIM ALL WARRANTIES OF EVERY TYPE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, SUPPORT SERVICES, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH REGARDS TO THE SOFTWARE PRODUCT. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF SAID IMPLIED WARRANTIES IS LIMITED TO NINETY (90) DAYS FROM THE DATE OF PURCHASE.

If an upgrade or update to the Software Product is delivered with a new warranty period, then the terms of such new warranty period will apply only to the upgraded Software Product, and not the original Software Product. Any replacement Software Product will be warranted for the remainder of the original Software Warranty Period or thirty (30) days, whichever is longer.

Crossmatch's sole obligation and Your exclusive remedy under the limited warranties above shall be, at Crossmatch's option, either a refund of the price paid (if any), or replacement of the Software Product that does not meet the Crossmatch limited warranties, and that is returned to Crossmatch with a copy of Your receipt or other such acceptable proof of purchase.

8. Hazardous Use. The Software Product, Crossmatch fingerprint reader or module, or Crossmatch Client Software are not designed, made, or intended for use in an application, or in development of Licensee Application, where failure, malfunction or inaccuracy of any of such products may cause death or serious bodily injury, including, without limitation, use in medical equipment, nuclear facilities, aircraft operation, air traffic control, or life support. Any such use is prohibited. Customer agrees that neither Crossmatch nor its suppliers, distributors or resellers will be liable, in whole or in part, for any claims, losses, costs or damages arising out of or in connection with the use and performance of the Software Product in such applications.

9. Indemnification. You shall defend, indemnify and hold harmless Crossmatch against any claims, actions, losses, damages, costs and expenses (including attorney fees) arising out of and/or action brought against Crossmatch as a result of: (i) a claim based upon an actual or alleged infringement of an intellectual property right of a third party arising from or related to the Licensee Application; (ii) any modification and/or enhancement to the Sample Code made by or for You; (iii) any distribution of all or a portion of the Software Product in breach of the limited license granted to You hereunder; and (iv) Your breach of the restrictions set forth in Section 2 and Section 7; provided that Crossmatch reasonably cooperates with You (at Your expense) in the defense or settlement of such action or claim. You shall have control of the defense and all settlement negotiations, provided that You may not enter into a settlement providing for any restriction on Crossmatch or the Crossmatch technology without Crossmatch's prior written consent, and provided further that Crossmatch shall have the right to be represented by its own attorney at Crossmatch's expense.

10. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CROSSMATCH AND ITS EMPLOYEES, CONTRACTORS, SUPPLIERS, LICENSORS, DISTRIBUTORS OR RESELLERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER IN TORT, PRODUCT LIABILITY AND/OR NEGLIGENCE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, PRIVACY OR CONFIDENTIALITY, BREACH OF SECURITY SYSTEMS OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATING IN ANY WAY TO, THE USE OF, OR INABILITY TO

USE THE SOFTWARE PRODUCT, EVEN IF CROSSMATCH AND ITS EMPLOYEES, CONTRACTORS, SUPPLIERS, LICENSORS, DISTRIBUTORS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SOFTWARE PRODUCT IS SUPPLIED "AS IS", AND THE ENTIRE RISK OF ACCURACY AND SATISFACTORY PERFORMANCE IS WITH YOU. CROSSMATCH AND ITS DISTRIBUTORS OR RESELLERS DO NOT GUARANTEE THAT THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS OR ALL REQUIREMENTS OF THE SOFTWARE OR HARDWARE WITH WHICH THEY INTERACT. IN ANY CASE, CROSSMATCH'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THIS SOFTWARE PRODUCT OR US\$100.00, WHICHEVER IS GREATER.

11. Termination of License. You may terminate this EULA at any time, upon written notice thereof to Crossmatch. **THIS EULA WILL TERMINATE AUTOMATICALLY IF YOU BREACH ANY LICENSE RESTRICTIONS, EXPORT RESTRICTIONS, OR MATERIAL PROVISION OF THIS EULA.** Upon termination, all rights to use the Software Product will cease and You shall (i) promptly destroy the original and all copies of the Software Product in Your possession or under its control, and certify in writing to Crossmatch of such destruction, and (ii) cease distribution of the Sample Derivatives and/or Runtime Environment as incorporated in the Licensee Application.

12. Apache License. The Software Product may be delivered with the Xerces2 Java Parser software which is licensed under the Apache License, Version 2.0 set forth below. You may not use the Xerces2 Java Parser software except in compliance with the Apache License.

12.1 Definitions.

"Apache License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 12.1 through 12.9 of this document.

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

12.2 Grant of Copyright License. Subject to the terms and conditions of this Apache License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

12.3 Grant of Patent License. Subject to the terms and conditions of this Apache 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 Apache License for that Work shall terminate as of the date such litigation is filed.

12.4 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:

- (a) You must give any other recipients of the Work or Derivative Works a copy of this Apache License; and
- (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
- (c) 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
- (d) If the Work includes a **"NOTICE"** text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the Apache License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the Apache License.

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 Apache License.

12.5 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 Apache 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.

12.6 Trademarks. This Apache License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

12.7 Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this Apache License.

12.8 Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Apache License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

12.9 Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Apache License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

12.10 APPENDIX: How to apply the Apache License to your work. To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "Apache License"); you may not use this file except in compliance with the Apache License. You may obtain a copy of the Apache License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the Apache License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR

CONDITIONS OF ANY KIND, either express or implied. See the Apache License for the specific language governing permissions and limitations under the Apache License.

13. GENERAL TERMS

13.1 No Third Party Beneficiaries. No provision of this EULA is intended, nor will it be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in third parties. All provisions hereof will be personal solely between You and Crossmatch.

13.2 Governing Law and Exclusive Forum. This EULA shall be governed by and construed and enforced in accordance with the laws of the State of Florida, United States of America, excluding its choice of law provisions. With the exception of Crossmatch's right to enforce its intellectual property rights under this EULA, all disputes arising out of this EULA shall be subject to the exclusive jurisdiction and venue of the State or Federal District Courts in Palm Beach County, Florida, United States of America, and the parties consent to the personal and exclusive jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sales of Goods is specifically disclaimed.

13.3 Export Restrictions; Anti-Bribery. You acknowledge and agree that the Software Product and the Licensee Application are subject to United States export restrictions, and that You will strictly comply with all applicable United States and international laws relating to the importing and/or exporting of licensed software, and You will not, directly or indirectly, export or re-export the Software Product, the Licensee Application and related technical data in violation of the Export Administration Regulations of the U.S. Department of Commerce and other applicable laws, including, but not limited to, the prohibition to export: (a) to embargoed destinations or to any person or entity listed as a denied party or other restriction by the U.S. Department of Commerce; or (b) to any persons or entity supporting or engaged in prohibited proliferation activities (e.g. weapons of mass destruction, nuclear, chemical or biological weapons, missiles, sanctioned for transfer of lethal military equipment, etc.). Current regulations, embargoed destinations, and other prohibition lists are available on the United States Department of Commerce Bureau of Industry and Security website at <http://www.bis.doc.gov>. For more information on export restrictions for Crossmatch products, please contact Crossmatch Legal Department at DPLegal@Crossmatch.com.

You hereby represent and warrant that You shall not:

(a) act in any fashion or take any action or permit or authorize any action which will render Crossmatch liable for a violation of the *U.S. Foreign Corrupt Practices Act*, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Crossmatch in obtaining or retaining business;

(b) act in any fashion or take any action or permit or authorize any action which will render Crossmatch liable for a violation of the U.K. Bribery Act of 2010 which prohibits: (i) the offering, giving or promising to offer or give, directly or indirectly, money or anything of value or other advantage to another person with the intent to induce a person to perform improperly a relevant function or activity; or reward a person for the improper performance of a relevant function or activity; (ii) requesting, agreeing to accept or accepting money or anything of value or other advantage in return for the improper performance of a relevant function or activity; or (iii) the influencing of a foreign public official by the offering, giving or promising to offer or give, directly or indirectly, money or anything of value or other advantage to a foreign public official or to another person at a foreign public official's request, assent or acquiescence in order to obtain or retain business or an advantage in the conduct of business. The U.K. Bribery Act of 2010 applies both to bribery in the private and public sector, directly or indirectly (i.e. through a third party), improper facilitation payments, and to relevant functions or activities performed outside the U.K.; or

(c) violate or cause Crossmatch to violate such Acts in connection with the sale or distribution of products and/or services; and if You are a non-governmental entity, You will notify

Crossmatch in writing if any of its owners, partners, principals, and officers are or become during the term of this Agreement officials, officers or representatives of any government or political party or candidate for political office outside the United States and are responsible for a decision regarding obtaining or retaining business for products by such government.

13.4 Government Rights. You acknowledge and agree that the Software Product and all related materials thereto licensed under this EULA are “**Commercial Computer Software**” and “**Commercial Computer Software Documentation**” as defined in FAR 12.212 for civilian agencies and DFARS 227.7202 for military agencies and their successors, and in the event You are permitted under this EULA to provide the Software Product, or a portion thereof, to the U.S. Government, such Software Product shall be provided under the terms of this EULA, or terms at least as restrictive as the terms of this EULA. If You are permitted under this EULA to provide the Software Product, or a portion thereof, to a non-U.S. government entity, You shall take all necessary steps to ensure that Crossmatch’s intellectual property and proprietary rights in and to the Software Product receive the maximum protection available from such non-U.S. government for commercial computer software and documentation.

13.5 Severability. If any provision of this EULA is declared unenforceable, illegal or invalid by a competent tribunal under applicable law, then such provision shall be deemed automatically adjusted to conform to the requirements for validity and enforceability, and so adjusted, shall be deemed a provision of this EULA as though originally included herein. In the event that the abovementioned provision is of such a nature that it cannot be so adjusted, such provision shall be deleted from the EULA, and the remaining provisions of the EULA shall remain in full force and effect. WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS EULA WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION. FURTHER, IN THE EVENT THAT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SHALL REMAIN IN EFFECT.

13.6 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, franchise or other form of joint enterprise between the parties.

13.7 No Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

13.8 Notices. All notices or demands hereunder shall be sent to the attention of the other party’s Legal Department and will be deemed delivered upon acknowledgment of receipt by the other party.

13.9 Language. This EULA is prepared and entered into in the English language only, which language shall be controlling in all respects. Any translations of this EULA into any other language are for reference only and shall have no legal or other effect.

13.10 Entire Agreement. This EULA contains and constitutes the sole, complete and entire agreement and understanding between You and Crossmatch concerning the matters contained herein and may not be altered, modified or changed in any manner except with Crossmatch’s prior written consent. No statements, promises or representations have been made by one party to the other, and the parties are not relying on any representations other than those expressly set forth herein.

URUSDKEULA03.15.2018V3