RS AGB Nutzungsbedingen für CamIQ Software
(Stand 21.12.2017)

§ 1 Vertrag

Um die Software ordnungsgemäß nutzen zu können, muss der Kunde mit dem Hersteller einen Lizenzvertrag abschließen. Durch die nachfolgende Nutzung des Programms erklärt er sein Einverständnis mit der Geltung der nachfolgenden Bedingungen.

§ 2 Rügeobliegenheit

(1) Der Kunde ist verpflichtet, die gelieferte Software auf offensichtliche Mängel, die einem durchschnittlichen Kunden ohne weiteres auffallen, zu untersuchen. Offensichtliche Mängel sind beim Verkäufer innerhalb von zwei Wochen nach Lieferung schriftlich zu rügen.

(2) Mängel, die nicht offensichtlich sind, müssen beim Verkäufer innerhalb von zwei Wochen nach dem Erkennen durch den Kunden gerügt werden.

(3) Die Mängel, insbesondere die aufgetretenen Symptome, sind möglichst präzise zu beschreiben.

(4) Bei Verletzung der Untersuchungs- und Rügepflicht gilt die Software in Ansehung des betreffenden Mangels als genehmigt.

§ 3 Rechtsübertragung und Preise

(1) Der Hersteller räumt hiermit dem Kunden das einfache, nicht ausschließliche und zeitlich unbeschränkte Recht ein, das beiliegende datenträgergespeicherte Softwareprogramm (nachfolgend "Software" genannt) in maschinenlesbarer Form (Objektcode) sowie das Begleitmaterial zu nutzen. Begleitmaterial in diesem Sinne sind die Programmbeschreibung und die Bedienungsanleitung.

(2) Ein darüberhinausgehender Erwerb von Rechten an der Software ist mit dieser Nutzungsrechtseinräumung nicht verbunden. Der Hersteller behält sich alle Verbreitungs-, Ausstellungs-, Vorführungs-, Aufführungs- und Veröffentlichungsrechte an der Software vor. Gleiches gilt für die Bearbeitungs- und Vervielfältigungsrechte, soweit nicht nachfolgend ausdrücklich anders vereinbart.

(3) Bestimmte Bestandteile der Software unterliegen zum Teil den Rechten Dritter und den jeweils entsprechenden Lizenzvereinbarungen. Weitere Details zu den Rechten Dritter und den jeweiligen Lizenzbestimmungen können Sie der in den Produkten enthaltenen Datei "NOTICE.TXT" entnehmen.

§ 4 Umfang der Nutzung

(1) Vervielfältigungsrechte des Kunden

a) Der Kunde darf das gelieferte Programm vervielfältigen, soweit die jeweilige Vervielfältigung für die Benutzung des Programms notwendig ist. Zu den notwendigen Vervielfältigungen zählen die Installation des Programms vom Originaldatenträger auf den Massenspeicher der eingesetzten Hardware sowie das Laden des Programms in den Arbeitsspeicher.

b) Darüber hinaus kann der Kunde eine Vervielfältigung zu Sicherungszwecken vornehmen. Es darf jedoch grundsätzlich nur eine einzige Sicherungskopie angefertigt und aufbewahrt werden. Diese Sicherungskopie ist als solche des überlassenen Programms zu kennzeichnen und mit dem der Programmdokumentation beiliegenden

Herstelleraufkleber zu versehen.

c) Ist aus Gründen der Datensicherheit oder der Sicherstellung einer schnellen Reaktivierung des Computersystems nach einem Totalausfall die turnusmäßige Sicherung des gesamten Datenbestands einschließlich der eingesetzten Computerprogramme unerlässlich, darf der Kunde Sicherungskopien in der zwingend erforderlichen Anzahl herstellen. Die betreffenden Datenträger sind entsprechend zu kennzeichnen. Die Sicherungskopien dürfen nur zu rein archivarischen Zwecken verwendet werden.

(2) Mehrfachnutzungen und Netzwerkeinsatz beim Kunden

a) Der Kunde darf die Software auf jeder ihm zur Verfügung stehenden Hardware einsetzen. Wechselt der Kunde jedoch die Hardware, muss er die Software von der bisher verwendeten Hardware löschen.

b) Ein zeitgleiches Einspeichern, Vorrätig halten oder Benutzen auf mehr als nur einer Hardware ist unzulässig. Möchte der Kunde die Software auf mehreren Hardwarekonfigurationen zeitgleich einsetzen, etwa durch mehrere Mitarbeiter, muss er eine entsprechende Anzahl von Lizenzen erwerben.

c) Der Einsatz der überlassenen Software innerhalb eines Netzwerkes oder eines sonstigen Mehrstations-Rechnersystems ist unzulässig, sofern damit die Möglichkeit zeitgleicher Mehrfachnutzung des Programms geschaffen wird. Möchte der Kunde die Software innerhalb eines Netzwerks oder sonstiger Mehrstations-Rechnersysteme einsetzen, muss er eine zeitgleiche Mehrfachnutzung durch Zugriffsschutzmechanismen unterbinden oder dem Rechtsinhaber eine besondere Netzwerkgebühr entrichten, deren Höhe sich nach der Anzahl der an das Rechnersystem angeschlossenen Benutzer bestimmt. Die im Einzelfall zu entrichtende Netzwerkgebühr wird der Rechtsinhaber dem Kunden umgehend mitteilen, sobald dieser dem Rechtsinhaber den geplanten Netzwerkeinsatz einschließlich der Anzahl angeschlossener Benutzer schriftlich bekannt gegeben hat. Der Einsatz in einem derartigen Netzwerk oder Mehrstations-Rechnersystem ist erst nach der vollständigen Entrichtung der Netzwerkgebühr zulässig.

(3) Dekompilierung und Programmänderungen durch den Kunden

a) Die Rückübersetzung des überlassenen Programmcodes in andere Codeformen (Dekompilierung) sowie sonstige Arten der Rückerschließung der verschiedenen Herstellungsstufen der Software (Reverse-Engineering) einschließlich einer Programmänderung sind nur dann zulässig, wenn der Kunde vorab erfolglos versucht hat, die Spezifikationen von dem Anbieter zu erhalten.

b) Die Entfernung eines Kopierschutzes oder ähnlicher Schutzroutinen ist nur zulässig, sofern durch diesen Schutzmechanismus die störungsfreie Programmnutzung beeinträchtigt oder verhindert wird. Für die Beeinträchtigung oder Verhinderung störungsfreier Benutzbarkeit durch den Schutzmechanismus trägt der Kunde die Beweislast. Der Kunde muss die vorgenommenen Programmänderungen sowie die aufgetretenen Störungssymptome dem Rechtsinhaber mittels detaillierter Erläuterung schriftlich anzeigen.

c) Die entsprechenden Handlungen nach Abs. b. dürfen nur dann kommerziell arbeitenden Dritten überlassen werden, die in einem potentiellen Wettbewerbsverhältnis mit dem Rechtsinhaber stehen, wenn der Rechtsinhaber

die gewünschten Programmänderungen nicht gegen ein angemessenes Entgelt vornehmen will. Dem Rechtsinhaber ist eine hinreichende Frist zur Prüfung der Auftragsübernahme einzuräumen sowie der Name des Dritten mitzuteilen.

d) Sofern die genannten Handlungen aus gewerblichen Gründen vorgenommen werden, sind sie nur im gesetzlichen Rahmen zulässig. Der Kunde hat sich zur Schaffung, Wartung oder zum Funktionieren eines unabhängig geschaffenen interoperablen Programms die notwendigen Informationen beim Rechtsinhaber zu erfragen. Die Anschrift hat der Kunde beim Kunden zu erfragen.

e) Urhebervermerke, Seriennummern sowie sonstige der Programmidentifikation dienende Merkmale dürfen auf keinen Fall entfernt oder verändert werden.

(4) Weiterveräußerung und Weitervermietung

a) Der Kunde darf die Software einschließlich des Benutzerhandbuchs und des sonstigen Begleitmaterials auf Dauer an Dritte veräußern oder verschenken, vorausgesetzt der erwerbende Dritte erklärt sich mit der Weitergeltung der vorliegenden Vertragsbedingungen auch ihm gegenüber einverstanden. Im Falle der Weitergabe muß der Kunde dem neuen Kunden sämtliche Programmkopien einschließlich gegebenenfalls vorhandener Sicherheitskopien übergeben oder die nicht übergebenen Kopien vernichten. Infolge der Weitergabe erlischt das Recht des alten Kunden zur Programmnutzung. Er ist verpflichtet, der Informationspflicht nach den Bestimmungen des § 10 dieser Anlage nachzukommen.

b) Der Kunde darf die Software einschließlich des Benutzerhandbuchs und des sonstigen Begleitmaterials Dritten auf Zeit überlassen, sofern dies nicht im Wege der Vermietung zu Erwerbszwecken oder des Leasing geschieht und sich der Dritte mit der Weitergeltung der vorliegenden Vertragsbedingungen auch ihm gegenüber einverstanden erklärt und der überlassende Kunde sämtliche Programmkopien einschließlich gegebenenfalls vorhandener Sicherheitskopien übergibt oder die nicht übergebenen Kopien vernichtet. Für die Zeit der Überlassung der Software an den Dritten steht dem überlassenden Kunden kein Recht zur eigenen Programmnutzung zu. Eine Vermietung zu Erwerbszwecken oder das Verleasen sind unzulässig.

c) Der Kunde darf die Software Dritten nicht überlassen, wenn der begründete Verdacht besteht, der Dritte werde die Vertragsbedingungen verletzen, insbesondere unerlaubte Vervielfältigungen herstellen. Dies gilt auch im Hinblick auf Mitarbeiter des Kunden.

(5) Vertragsstrafe, Sonderkündigung und weitere Rechtsverfolgung

a) Verstößt der Kunde schuldhaft gegen die Verpflichtung, die Nutzung der Software innerhalb der hier vorgenommen Grenzen zu verwenden, wird eine Vertragsstrafe in Höhe des dreifachen Verkaufspreises fällig. Dem Kunden bleibt der Nachweis eines geringeren Schadens offen.

b) Bei einer Pflichtverletzung gemäß dem voranstehenden Absatz ist der Rechtsinhaber darüber hinaus berechtigt, den Vertrag fristlos und mit sofortiger Wirkung zu kündigen. Gegebenenfalls beim Kunden noch vorrätige Softwareexemplare sind von diesem gegen Rückerstattung des jeweiligen Entgelts abzüglich obiger Vertragsstrafe an den Rechtsinhaber zurückzugeben. Die anfallenden Transportkosten gehen zu Lasten des Kunden.

c) Die Verfolgung weitergehender Ansprüche, etwa nach dem Urheberrechtsgesetz, sowie insbesondere auch von sonstigen Schadensersatzansprüchen bleibt vorbehalten.

§ 5 Gewährleistung

(1) Die ordnungsgemäße Funktionsweise der gelieferten Software wird nur dann gewährleistet, wenn die Software in einer den zum Zeitpunkt der Auslieferung bestehenden Standards entsprechenden Systemumgebung geliefert wird. Eine Gewährleistung dafür, daß die Software in jeder Systemumgebung ablauffähig ist, wird nicht übernommen.

(2) Mängel der gelieferten Software werden vom Lieferanten zunächst durch Nacherfüllung behoben. Dem Lieferanten steht grundsätzlich ein zweimaliges Nacherfüllungsrecht zu. Schlägt die Nacherfüllung fehl, kann der Kunde grundsätzlich nach seiner Wahl Herabsetzung der Vergütung (Minderung) oder Rückgängigmachung des Vertrags (Rücktritt) verlangen. Bei einer nur geringfügigen Vertragswidrigkeit, insbesondere bei nur geringfügigen Mängeln, steht dem Kunden jedoch kein Rücktrittsrecht zu.

(3) Der Kunde muß dem Lieferanten offensichtliche Mängel innerhalb einer Frist von zwei Wochen ab Empfang der Ware schriftlich anzeigen; andernfalls ist die Geltendmachung des Gewährleistungsanspruchs ausgeschlossen. Zur Fristwahrung genügt die rechtzeitige Absendung.

(4) Wählt der Kunde wegen eines Rechts- oder Sachmangels nach gescheiterter Nacherfüllung den Rücktritt vom Vertrag, steht ihm daneben kein Schadensersatzanspruch wegen des Mangels zu. Wählt der Kunde nach gescheiterter Nacherfüllung Schadensersatz, beschränkt sich dieser auf die Differenz zwischen Kaufpreis und Wert der mangelhaften Sache. Dies gilt nicht, wenn der Kunde die Vertragsverletzung arglistig verursacht hat. Von einem Fehlschlagen der Nacherfüllung ist erst auszugehen, wenn dem Lieferanten hinreichende Gelegenheit zur Nacherfüllung eingeräumt wurde, ohne daß der gewünschte Erfolg erzielt wurde, wenn die Nacherfüllung unmöglich ist, wenn sie vom Lieferanten verweigert oder unzumutbar verzögert wird, wenn begründete Zweifel hinsichtlich der Erfolgsaussichten bestehen oder wenn eine Unzumutbarkeit aus sonstigen Gründen vorliegt.

(5) Ist der Kunde Unternehmer, beträgt die Gewährleistungsfrist ein Jahr ab Ablieferung der Ware. Dies gilt nicht, wenn der Kunde dem Lieferanten den Mangel nicht rechtzeitig angezeigt hat (Ziffer 3 dieser Klausel).

(6) Als Beschaffenheit der Ware gilt grundsätzlich nur die Produktbeschreibung des Herstellers als vereinbart. Öffentliche Äußerungen, Anpreisungen oder Werbung des Herstellers stellen daneben keine vertragsgemäße Beschaffenheitsangabe der Software dar.

(7) Erhält der Kunde eine mangelhafte Installationsanleitung, ist der Lieferant lediglich zur Lieferung einer mangelfreien Installationsleitung verpflichtet und dies auch nur dann, wenn der Mangel der Installationsanleitung der ordnungsgemäßen Installation entgegensteht.

(8) Garantien im Rechtssinne erhält der Kunde durch den Lieferanten nicht.

(9) Die Gewährleistungsrechte des Kunden entfallen, soweit ein Mangel darauf beruht, dass der Kunde oder ein Dritter ohne Zustimmung des Lieferanten Produkte verändert, unsachgemäß benutzt oder repariert hat oder

Produkte nicht den Richtlinien des Lieferanten oder Herstellers gemäß installiert, betrieben und gepflegt worden sind.

§ 6 Haftung

(1) Der Hersteller haftet nicht für die Wiederbeschaffung von Daten, es sei denn, dass der Lieferant deren Vernichtung grob fahrlässig, vorsätzlich verursacht und der Lizenznehmer sichergestellt hat, dass diese Daten aus Datenmaterial, das in maschinenlesbarer Form bereitgehalten wird, mit vertretbarem Aufwand rekonstruiert werden können.

(2) Bei leicht fahrlässigen Pflichtverletzungen haftet der Hersteller nur bei Verletzungen von Kardinalpflichten. In diesen Fällen ist die Haftung der Höhe nach auf den vertragstypischen, vorhersehbaren Schaden begrenzt.

(3) Der Ausschluss oder die Beschränkung der Haftung des Herstellers gilt auch für die persönliche Haftung ihrer Organe, Mitarbeiter, Vertreter und Erfüllungsgehilfen.

(4) Die vorstehenden Haftungsbeschränkungen betreffen nicht Ansprüche des Kunden aus Produkthaftung. Weiter gelten die Haftungsbeschränkungen nicht bei dem Hersteller zurechenbaren Körper- und Gesundheitsschäden oder bei Verlust des Lebens des Kunden

(5) Schadensersatzansprüche des Kunden verjähren nach einem Jahr ab Ablieferung des Programmes. Dies gilt nicht, wenn dem Hersteller grobes Verschulden vorwerfbar ist, sowie bei dem Lieferanten zurechenbaren Körper- und Gesundheitsschäden oder bei Verlust des Lebens des Kunden.

Sicherheitshinweis:
Der Hersteller weist darauf hin, dass die Software nicht für Einsatzbereiche konzipiert wurde, in denen Menschen durch fehlerhafte Funktion der Software oder durch Steuerungen angeschlossener Geräte gefährdet werden können. In solchen Bereichen sind zusätzliche, von der Software unabhängige Sicherungsmaßnahmen zu treffen, die eine Gefährdung von Menschen ausschließen.

§ 7 Kollision mit anderen Geschäftsbedingungen

Sofern der Kunde ebenfalls Allgemeine Geschäftsbedingungen verwendet, kommt der Vertrag auch ohne ausdrückliche Einigung über den Einbezug Allgemeiner Geschäftsbedingungen zustande. Soweit die verschiedenen Allgemeinen Geschäftsbedingungen inhaltlich übereinstimmen, gelten diese als vereinbart. An die Stelle sich widersprechender Einzelregelungen treten die Regelungen des dispositiven Rechts. Gleiches gilt für den Fall, daß die Geschäftsbedingungen des Kunden Regelungen enthalten, die im Rahmen dieser Geschäftsbedingungen nicht enthalten sind. Enthalten vorliegende Geschäftsbedingungen Regelungen, die in den Geschäftsbedingungen des Kunden nicht enthalten sind, so gelten die vorliegenden Geschäftsbedingungen.

§ 8 Schriftform

Sämtliche Vereinbarungen, die eine Änderung, Ergänzung oder Konkretisierung dieser Vertragsbedingungen beinhalten, sowie besondere Zusicherungen und Abmachungen sind schriftlich niederzulegen. Werden sie von

Vertretern oder Hilfspersonen des Lieferanten erklärt, sind sie nur dann verbindlich, wenn der Lieferant hierfür seine schriftliche Zustimmung erteilt.

§ 9 Hinweis- und Kenntnisnahmebestätigung

Dem Kunden ist die Verwendung der vorliegenden Vertragsbedingungen seitens des Lieferanten bekannt. Er hatte die Möglichkeit, von ihrem Inhalt in zumutbarer Weise Kenntnis zu nehmen.

§ 10 Informationspflichten

(1) Der Kunde ist im Falle der Weiterveräußerung der Software verpflichtet, dem Hersteller den Namen und die vollständige Anschrift des Käufers schriftlich mitzuteilen.

(2) Sofern es sich bei der überlassenen Software um speziell an die Hardware des Kunden angepasste Software mit einem Kaufpreis von mehr als 2.500 € handelt, ist der Kunde auch verpflichtet, dem Hersteller einen Hardwarewechsel schriftlich anzuzeigen. Gleiches gilt für den Fall, dass der Kunde die betreffende Software innerhalb eines Netzwerks einsetzen möchte.

(3) Der Kunde ist unabhängig vom Wert der überlassenen Software dazu verpflichtet, dem Hersteller die Entfernung eines Kopierschutzes oder einer ähnlichen Schutzroutine aus dem Programmcode schriftlich anzuzeigen. Die für eine derartige erlaubte Programmänderung notwendige Störung der Programmnutzung muss der Kunde möglichst genau umschreiben. Die Umschreibungspflicht umfasst eine detaillierte Darstellung der aufgetretenen Störungssymptome, der vermuteten Störungsursache sowie insbesondere eine eingehende Beschreibung der vorgenommenen Programmänderung.

§ 11 Rechtswahl

Die Parteien vereinbaren im Hinblick auf sämtliche Rechtsbeziehungen aus diesem Vertragsverhältnis die Anwendung des Rechts der Bundesrepublik Deutschland unter Ausschluss des UN-Kaufrechts.

§ 12 Gerichtsstand, Salvatorische Klausel

(1) Sofern der Kunde Kaufmann im Sinne des Handelsgesetzbuchs, juristische Person des öffentlichen Rechts oder öffentlich-rechtliches Sondervermögen ist, wird für sämtliche Streitigkeiten, die im Rahmen der Abwicklung dieses Vertragsverhältnisses entstehen, Kiel als Gerichtsstand vereinbart.

(2) Sollten einzelne Klauseln dieses Vertrags unwirksam sein oder werden, wird diese Klausel durch eine ersetzt, die dem wirtschaftlich Gewollten am nächsten kommt.

RS End User Licence Agreement (EULA) for CamIQ Software
(Stand 21.12.2017)

§ 1 Agreement

The customer must enter into a licence agreement with the manufacturer in order to make proper use of the software. By using the program the user acknowledges consent in accordance with the conditions in force.

§ 2 Claim Obligation

(1) The customer is obliged to check the delivered software for obvious defects. In the case of obvious errors, a written claim must be made to the supplier within two weeks of delivery.
(2) In the case of non-obvious defects, a claim must be made in writing by the customer to the supplier within two weeks of detection of the defect.
(3) The defects, especially their symptoms, must be described as accurately as possible.
(4) In case of infringement of above obligations, the software is regarded as accepted and considered to be free from defects.

§ 3 Transmission of Rights and Prices

(1) The manufacturer grants the customer a basic, non-exclusive and timely non-restricted right to use the enclosed software program recorded on a data carrier (hereinafter referred to as "software") in machine-readable format (object code) as well as the attached material. Attached material in this sense refers to the program description and the operating instructions.
(2) Above aforementioned user rights the customer does not acquire any additional rights with regard to the software. The manufacturer retains all rights to the software pertaining to distribution, exhibition, demonstration, performance and publication. The same applies to adaptation rights and copyrights if not explicitly stated otherwise in the following paragraphs.
(3) Special parts of the software are subject to rights of third parties and the corresponding licence agreements. Detailed information about the rights of third parties and the licence agreements can be found in the file "NOTICE.TXT" in the product directory.

§ 4 Scope of Usage

(1) Customer copyrights
 a) The customer is entitled to copy the delivered program only if copying is necessary for its' usage. Among the necessary copies is the installation of the program from the original data carrier to the mass memory of the used hardware as well as loading of the program into the hardware's RAM.
 b) Furthermore the customer is entitled to make a security backup copy. The customer is entitled to make and store only one (1) single recovery backup. This copy has to be marked as backup copy of the provided program and has to be fitted with the manufacturer's sticker provided with the program documentation.
 c) Due to reasons of data safeguarding or to ensure that a computer system can be reactivated quickly after a complete system breakdown it may be imperative to periodically store the complete data stock, including the used computer programs. In such a case the customer is entitled to make backup copies as required. The corresponding data carriers have to be marked accordingly. The backup copies are to be used solely for archiving purposes.

(2) Multiple usage and network application by the customer.
(a) The customer is entitled to use the software on any hardware available to the customer. In case that the customer changes the hardware, he is obliged to delete the software from the previously used hardware.
(b) Simultaneous storage, stocking or usage on more than one hardware device is not permitted. If the customer wants to run the software simultaneously on several hardware configurations, e.g. for several employees, he has to buy a corresponding number of additional licences.
(c) Use of the sold software in networks or other multiple station computer systems (servers) is unlawful if it provides the possibility for simultaneous multiple usage of the program. If the customer wants to run the software in networks or other multiple station computer systems he has to prevent simultaneous multiple usage by access prevention mechanisms or he has to pay a special network fee to the holder of the software rights. The fee is dependent on the number of users to be connected to the computer system. The individual fee for this situation will be provided by the holder of the rights to the customer after the customer himself has informed the holder of the rights in writing about the planned network application and the number of connected users (clients).
The use in such network or multiple station computer system is only permitted after the complete network fee has been paid.

(3) Recompilation and program alterations by the user.
(a) The retranslating of the sold program code into other code forms (recompilation) as well as other types of redevelopment of the different manufacturing steps of the software (reverse engineering) including program modifications are only permitted if the customer unsuccessfully tried to obtain the specifications from the supplier prior to this.
(b) The removal of copy protections or other protection routines is only permitted if this protection mechanism directly affects or handicaps the trouble-free operation of the program. The responsibility of providing evidence of the protection mechanism's affecting or handicapping trouble-free usage lies with the customer. The customer has to inform the supplier in a detailed written account of any program modification as well as the malfunction symptoms.
(c) The corresponding actions according to paragraph (b) may only be handed over to commercially operating third parties that are in potential competition with the holder of rights if the holder of rights has refused to carry out the desired program alterations for a reasonable fee. The holder of rights has to be given adequate time for checking the acceptance of the order and must be informed of the name of the third party.
(d) As far as aforementioned actions are carried out for commercial purposes, they are only permitted within the limitations of law. The customer has to request the required information for creation, maintenance or functioning of an independently created interoperable program from the rights holder. The customer has to request the address from the customer.
(e) Under no circumstances is it permitted to remove or alter

copyright notices, serial numbers or other marks that can be used for program identification.

(4) Resale and subletting

(a) The customer is entitled to sell or give away the software including the user manual and other accompanying material to third parties, provided that the acquiring third party declares his compliance with a continuation of the contract conditions on hand to him. In the case of further distribution, the customer must hand over all copies of the program, including backup copies, to the new customer or destroy the copies that were not handed over. The right of the old customer to use the program becomes void as a result of the distribution. He is obliged to fulfil his information requirements according to § 10 of this document.

(b) The customer is entitled to hand over the software including the user manual and other accompanying material for time to third parties, provided this is not for rental or leasing purposes and if the third party declares its consent with the continuation of the contract conditions on hand to him, the handing over party must hand over all copies of the program, including backup copies, or destroy the copies that were not handed over. The handing over party has no right for his own use of the program from the time of handing over to third parties. Rental or leasing sublettings are prohibited.

(c) The customer may not hand the software over to third parties if there is reasonable suspicion that the third party will violate the contract conditions, especially making unauthorised copies. This also applies to the customers employees.

(5)   Penalty sum, special cancellation and further prosecution

(a) A penalty sum of three times the sale price is payable if the customer culpably violates the obligation to use the software within the regulations set by this contract. The customer retains the right to prove a lower loss.

(b) In the event of breach of duty in accordance with the previous paragraphs the holder of rights is furthermore entitled to terminate the agreement without notice with immediate effect. Software copies still with the customer must be returned to the rights holder for which reimbursement will ensue less the penalty sum mentioned above. All expenses for transportation have to be born by the customer.

(c) The pursue of further claims, for instance in accordance with the Copyright Act, as well as especially of other compensation claims remains reserved.

§ 5 Warranty

(1) The correct operation of the delivered software is only ensured if the software is delivered in a system environment that meets the standards at the date of delivery. The warranty explicitly does not cover that the software will run in all system environments.

(2) Shortcomings in the software are initially remedied by the manufacturer's repairs. The manufacturer reserves the right for a total of three repair attempts. In case all attempts should fail, the customer is entitled to choose between abatement or rescission of contract. In case of minor lacks of conformity, especially in case of minor shortcomings, the customer is not entitled to rescission of contract.

(3) The customer is obliged to notify the manufacturer in writing of obvious shortcomings within two weeks of delivery of the goods; otherwise any claim for warranty is excluded. A sending in due time is sufficient for observing the time limit.

(4) If the customer chooses, due to rights or product shortcomings, to recede from the contract after failed repair attempts, he has no additional claim for compensation resulting from this shortcoming. If the customer chooses indemnity after failed repair attempts, then this is limited to the difference between purchase price and actual value of the defective product. This will not apply if the manufacturer deceitfully caused the violation of contract. A failure of the repair attempts can only be assumed if the supplier has sufficient attempts for repair without achieving the desired success, if repair is impossible, refused or unacceptably delayed by the manufacturer, if there is reasonable doubt with regard to the chances of success or if there are other areas of unreasonableness.

(5) The warranty period is 24 months from the date of purchase if the customer is a contractor. This will not apply if the customer did not notify the manufacturer any shortcoming in due time (subsection 3 of this clause).

(6) Only the product description of the manufacturer is regarded as agreed upon with regard to the quality/performance of the product. Public statements or advertising on behalf of the manufacturer form no contractual quality statement of the software.

(7) If the customer receives a defective installation instruction the manufacturer is only obliged to provide an installation instruction that is free from defects. This will only apply if the defective installation instruction prevents proper installation.

(8) The customer is obliged to check for available updates on the manufacturer's internet web site on a periodical basis before entering a claim.

(9) The manufacturer does not grant the customer any guarantees in the strict interpretation of law.

(10) The customer's warranty rights become void if the cause for a shortcoming lies in the customer's or a third party's altering, improper usage or repair attempt of the product(s) without prior consent of the manufacturer or if the products were not installed, operated and maintained according to the manufacturer's guidelines.

§ 6 Liability

(1) The manufacturer is not liable for the recovery of data unless the manufacturer caused the destruction of data in a grossly negligent manner or indeed wilfully and unless the licensee ensured this data could be reconstructed with reasonable effort from data material provided in machine-readable form.

(2) In case of passive negligence, the manufacturer infosystems will only be liable for wilful negligence of cardinal obligations. In this case indemnity is limited to the contractual and foreseeable damage.

(3) The exclusion or the limitation of the liability of the manufacturer is also applicable to the personal liability of her satellites, employees, representatives and agents.

(4) The aforementioned liability limitations are not applicable to customer claims resulting from product liability. The liability limitations are furthermore not applicable to physical harm and health or for loss of life to the customer which are chargeable to the manufacturer.

(5) Compensation claims by the customer are subject to a limitation of one year from date of purchase of the program. This will not apply if the manufacturer can be accused of gross negligence and in the event of physical harm and health or for loss of life to the customer which are chargeable to the manufacturer.

Safety notice:
The manufacturer stresses that the software is not designed for applications that may endanger other persons by incorrect function of the software or control of connected devices. In such applications additional safety precautions operating independently of the software, must be taken in order to prevent the endangering of persons.

§ 7 Written form

All agreements that include an alteration, supplement or putting into concrete terms of these contract terms, as well as special assurances and agreements are to be noted down in writing. In case they are declared by the manufacturer's representatives or assistants they are only binding if the manufacturer states his consent to this in writing.

§ 8 Indication and notice confirmation

The customer is aware of the application of these contract conditions by the manufacturer. He has the opportunity to take note of its content with reasonable effort.

§ 9 Information obligations

(1) In the event of a resale of the software the customer is obliged to inform the manufacturer in writing of the name and the complete address of the buyer.
(2) Insofar as the sold software was specifically adapted to the customers hardware and had a purchase price of more than 2.500,- €, the customer is also obliged to notify the manufacturer in writing about a change of hardware. The same applies if the customer intends to use the corresponding software within a network.
(3) The customer is obliged to inform the manufacturer, regardless of the value of the sold software, in writing about the removal of a copy protection or a similar protection routine from the program code. The disturbance of the program required for such an allowed program alteration must be described by the customer as precisely as possible. Such a description must include a detailed description of the disturbance symptoms, the assumed cause of the disturbance as well as a detailed description of the carried out program alterations.

§ 10 Jurisdiction

The parties agree, with regard to all legal relations that result from this contract, to apply the law of the Federal Republic of Germany excluding the UN buyers law.

§ 11 Place of court, general conditions

(1) Kiel (Germany) is the agreed place of court for all legal issues that result from disagreements about the winding up of this contract if the customer is businessman in the sense of the German Handelsgesetzbuch (commercial law legislation), artificial person of public right or under public law.
(2) If single clauses of this contract are or become legally invalid then this clause is to be replaced by a clause that is as close as possible to the intended commercial

intentions. The same applies if there is a gap in the regulations of this contract. Instead of the invalid or impracticable regulations or for filling this gap a suitable regulation should become valid that comes, if legally possible, as close as possible to the intentions of the parties or would have intended had they thought about this paragraph when entering into the contract or during a later inclusion of a regulation.

+++

NOTICE.TXT

Third Party Software License / Notices

This document contains Third Party Software Notices for licensed third party software components included within rosemann software GmbH software products.

CamIQ Satellite V5.x and higher

1. Software Licensed under Mozilla Public License 1.1:

- Jedi, http://www.delphi-jedi.org/
- Indy, http://www.indyproject.org/

All software listed above is copyright by the respective author.
Please see Apendix A below for the terms of this license.

2. Software Licensed under GNU Lesser General Public License:

- Live555, http://www.live555.com/

All software listed above is copyright by the respective author.
Please see Apendix B below for the terms of this license.

3. Software Licensed under several BSD Licenses:

- net-SNMP, http://www.net-snmp.org/

All software listed above is copyright by the respective author.
Please see Apendix F below for the terms of this license.

CamIQ Enterprise V5.x and higher

1. Software Licensed under Mozilla Public License 1.1:

- Jedi, http://www.delphi-jedi.org/
- Indy, http://www.indyproject.org/

All software listed above is copyright by the respective author.
Please see Apendix A below for the terms of this license.

2. Software Licensed under GNU Lesser General Public License:

- Live555, http://www.live555.com/

All software listed above is copyright by the respective author.
Please see Apendix B below for the terms of this license.

CamIQ RSV Player

1. Software Licensed under Mozilla Public License 1.1:

- Indy, http://www.indyproject.org/

All software listed above is copyright by the respective author.
Please see Apendix A below for the terms of this license.

CamIQ Streaming Server

1. Software Licensed under Mozilla Public License 1.1:

- Indy, http://www.indyproject.org/

All software listed above is copyright by the respective author.
Please see Apendix A below for the terms of this license.

2. Software Licensed under GNU Lesser General Public License:

- Live555, http://www.live555.com/

All software listed above is copyright by the respective author.
Please see Apendix B below for the terms of this license.

CamIQ Dispatcher

1. Software Licensed under Mozilla Public License 1.1:

- Superobject, https://code.google.com/p/superobject/
- Indy, http://www.indyproject.org/
- Log4D, http://sourceforge.net/projects/log4d/

All software listed above is copyright by the respective author.
Please see Apendix A below for the terms of this license.

2. Software Licensed under the BSD License:

- Dojo Toolkit, http://dojotoolkit.org
- dgrid, http://dgrid.io

All software listed above is copyright by the respective author.
Please see Apendix C below for the terms of this license.

CamIQ Middleware

1. Software Licensed under Apache License 2.0:

- Netty, http://netty.io
- Jackson, https://github.com/FasterXML/jackson
- Shiro, http://shiro.apache.org
- SLF4J, http://www.slf4j.org/
- Apache Commons, http://commons.apache.org/
- Apache Commons Daemon,
http://commons.apache.org/proper/commons-daemon
- Apache Log4j 2, http://logging.apache.org/log4j/2.x

All software listed above is copyright by the respective author.
Please see Apendix D below for the terms of this license.

2. Software Licensed under MIT:

- jcodec, http://jcodec.org
- Bouncy Castle, http://www.bouncycastle.org
- Joda-Time, http://www.joda.org/joda-time

All software listed above is copyright by the respective author.
Please see Apendix E below for the terms of this license.

CamIQ Web Client

1. Software Licensed under the BSD License:

- Dojo Toolkit, http://dojotoolkit.org
- dgrid, http://dgrid.io
- md5.js, http://pajhome.org.uk/crypt/md5
- Video.js, http://www.videojs.com

All software listed above is copyright by the respective author.
Please see Apendix C below for the terms of this license.

2. Software Licensed under MIT:

- PluginDetect, http://www.pinlady.net/PluginDetect/

All software listed above is copyright by the respective author.
Please see Apendix E below for the terms of this license.

Appendix A

Mozilla Public License Version 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-INFRINGING. 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 declatory 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
http://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 only
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.

Appendix B

GNU Lesser General Public License Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc. 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

Preamble The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

When we speak of free software, we are referring to freedom of use, 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 and use pieces of it in new free programs; and that you are informed that you can do these things.

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

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION 0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, 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 library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete 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 distribute a copy of this License along with the Library.

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 Library or any portion of it, thus forming a work based on the Library, 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) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any

application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, 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 Library, 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 Library.

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

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

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

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you 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.

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

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the

Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library 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.

9. 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 Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library 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 with this License.

11. 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 Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library 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 Library.

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.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library 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.

13. The Free Software Foundation may publish revised and/or new versions of the Lesser 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 Library 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 Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, 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

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "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 LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. 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 LIBRARY 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 LIBRARY (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 LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

Appendix C

The BSD 3-Clause License The following is a BSD 3-Clause ("BSD New" or "BSD Simplified") license template. To generate your own license, change the values of OWNER, ORGANIZATION and YEAR from their original values as given here, and substitute your own.

Note: You may omit clause 3 and still be OSD-conformant. Despite its colloquial name "BSD New", this is not the newest version of the BSD license; it was followed by the even newer BSD-2-Clause version, sometimes known as the "Simplified BSD License". On January 9th, 2008 the OSI Board approved BSD-2-Clause, which is used by FreeBSD and others. It omits the final "no-endorsement" clause and is thus roughly equivalent to the MIT License.

Historical Background: The original license used on BSD Unix had four clauses. The advertising clause (the third of four clauses) required you to acknowledge use of U.C. Berkeley code in your advertising of any product using that code. It was officially rescinded by the Director of the Office of Technology Licensing of the University of California on July 22nd, 1999. He states that clause 3 is "hereby deleted in its entirety." The four clause license has not been approved by OSI. The license below does not contain the advertising clause.

This prelude is not part of the license.

= Regents of the University of California = University of California, Berkeley = 1998

In the original BSD license, both occurrences of the phrase "COPYRIGHT HOLDERS AND CONTRIBUTORS" in the disclaimer read "REGENTS AND CONTRIBUTORS".

Here is the license template:

Copyright (c) , All rights reserved.

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 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 HOLDER 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.

Appendix D

Apache License, Version 2.0 Apache License Version 2.0, January 2004 http://www.apache.org/licenses/

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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:

You must give any other recipients of the Work or Derivative Works a copy of this License; and You must cause any modified files to carry prominent notices stating that You changed the files; and You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and 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, 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 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.

Appendix E

The MIT License (MIT)

Copyright (c) <year> <copyright holders>

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 NONINFRINGEMENT. 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.

Appendix F

---- Part 1: CMU/UCD copyright notice: (BSD like) -----

Copyright 1989, 1991, 1992 by Carnegie Mellon University

Derivative Work - 1996, 1998-2000
Copyright 1996, 1998-2000 The Regents of the University of California

All Rights Reserved

Permission to use, copy, modify and distribute this software and its
documentation for any purpose and without fee is hereby granted,
provided that the above copyright notice appears in all copies and
that both that copyright notice and this permission notice appear in
supporting documentation, and that the name of CMU and The Regents of
the University of California not be used in advertising or publicity
pertaining to distribution of the software without specific written
permission.

CMU AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA DISCLAIM ALL
WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED
WARRANTIES OF MERCHANTABILITY AND FITNESS.   IN NO EVENT SHALL CMU OR

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA BE LIABLE FOR ANY SPECIAL,
INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING
FROM THE LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF
CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN
CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

---- Part 2: Networks Associates Technology, Inc copyright notice (BSD) -----

Copyright (c) 2001-2003, Networks Associates Technology, Inc
All rights reserved.

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 Networks Associates Technology, Inc 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 HOLDERS 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.

---- Part 3: Cambridge Broadband Ltd. copyright notice (BSD) -----

Portions of this code are copyright (c) 2001-2003, Cambridge

notice, this list of conditions and the following disclaimer.
2.   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.
3.   Neither the name of Apple Inc. ("Apple") 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 APPLE AND ITS
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 APPLE OR ITS
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.

---- Part 9: ScienceLogic, LLC copyright notice (BSD) -----

Copyright (c) 2009, ScienceLogic, LLC
All rights reserved.

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 ScienceLogic, LLC 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
HOLDERS 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.