

General Terms and Conditions for Software Licenses of Hoffrogge GmbH

Section 1: Scope of these General Terms and Conditions for Software Licenses

1. These General Terms and Conditions for Software Licenses apply if Hoffrogge GmbH (hereinafter referred to as "Hoffrogge"), Am Spascher See 2, 27793 Wildeshausen, Germany, as agreed upon in each individual case, provides its contractual partners (hereinafter referred to as "Customers") with Hoffrogge's Data Manager, Range Finder®, Range Adapter®, Shelf Maker® and Store Maker® software and/or with Hoffrogge's mobile App Shopper Activation Mobile (SAM® / mySAM®) and/or makes Customers available Hoffrogge's web-based applications KPI-Cockpit and Query Builder (hereinafter jointly referred to as "Licensed Software").
2. These General Terms and Conditions for Software Licenses shall only apply to business transactions with any entrepreneurs, i.e., a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (section 14 para. 1 BGB [Bürgerliches Gesetzbuch – German Civil Code]). However, they shall also be applicable to legal persons under public law and to public-law special funds; they shall not be applicable to consumers in terms of section 13 BGB.
3. Any agreements deviating from these General Terms and Conditions for Software Licenses shall exclusively apply to the extent to which Hoffrogge confirmed them in writing to be applicable.
4. Hoffrogge is entitled to amend these General Terms and Conditions for Software Licenses. Amendments to these General Terms and Conditions for Software Licenses will be communicated to the Customer in writing or in text form (e.g., by e-mail) at least six weeks before they come into force, stating the content and time of the contractual amendment as well as the right of termination described hereinafter. If Hoffrogge unilaterally amends these General Terms and Conditions for Software Licenses, the Customer may terminate the contract without notice and without costs, unless the amendments are
 - a) exclusively for the benefit of the Customer,
 - b) of a purely administrative nature (including those within the meaning of § 3 para. 7) and have no negative impact on the Customer or
 - c) required by statutory provisions.Termination may be declared within three months from the date on which the Customer receives Hoffrogge's notification of the amendment of these General Terms and Conditions for Software Licenses. The contract can be terminated by the notice of termination at the earliest at the time at which the contract amendment is to take effect.

Section 2: Rights of Use

1. Hoffrogge grants Customer, limited to the agreed period of use, a non-exclusive, non-transferable and non-sublicensable right to use the Licensed Software supplied and/or made available to Customer for Customer's own, internal purposes only. All data processing devices on which and/or through which any Licensed Software are to be used must be in the direct possession of the Customer. The number of licences which can be used shall be limited to the number of workstations which the Parties determined on the basis of this Agreement. The right to use any Licensed Software shall be exclusively granted to the respective number of users agreed upon between the Parties and indicated by Customer (hereinafter referred to as "Named User") or – to the extent to which a use by users who have not been named was expressly agreed upon – to the respective number of Concurrent Users. The relevant Named and Concurrent Users must be natural persons having a work, employment or apprenticeship relationship with Customer. Hoffrogge shall provide Customer with personal user data for the respective number of users agreed upon.
2. Any right of use granted in Licensed Software shall be limited to the Licensed Software in the object code and it shall not include the right to make any changes, to process and/or to modify Licensed Software in any other way. Inadmissible shall be in particular re-translation of any program codes supplied to the Customer into other forms of code (decompilation) as well as any other types of reverse engineering of different production steps of Licensed Software; to the extent to which it cannot be waived, section 69e UrhG [Urheberrechtsgesetz – German Copyright Act] shall not be affected by this.
3. In the case where Hoffrogge provides Customer with any enhancements (such as patches and/or updates) or with any new version of Licensed Software (such as upgrades to new versions) which substitute any Licensed Software granted in the past, the respective enhancements/new version shall also be subject to these General Terms and Conditions for Software Licenses. Should Hoffrogge provide Customer with any enhancements/new versions of Licensed Software, any rights of use of Customer with respect to the relevant previous version shall lapse, without the need for Hoffrogge to expressly request the Licensed Software to be returned, once Customer installs the new Licensed Software and in no case later than two weeks after Customer was granted the respective enhancements/new version. Thus, any such enhancements/new versions must be immediately installed by Customer, unless automatic software updates are provided for.
4. Customer shall have no right to be granted or to have access to (downloads) any reproduction items of the Shelf Organiser®, KPI-Cockpit and Query Builder web-based Licensed Software. Access to any web-based Licensed Software for the respective users agreed upon is always granted only via the internet for use by up-to-date, customary web browsers which are installed on Customer's client computers and requires proper login of the respective user in each case.
5. Range Finder®, Range Adapter, Shelf Maker® and/or Store Maker® software, if subject to Licensed Software, shall be provided by Hoffrogge either by supply on a customary data carrier or by being made available for download via the internet for subsequent installation on the respective client servers for the respective number of Named and/or Concurrent Users agreed upon between the Parties. The same shall apply to contractual SAM® / mySAM® mobile applications provided to Customer for installation on the respective number and the types of mobile devices for the users agreed upon.
6. By being granted a right to use the Licensed Software, Customer does not acquire any exclusive rights, neither with respect to the Licensed Software nor with respect to any other contents, data and other materials which Hoffrogge provided and/or which Hoffrogge granted access to. Any copyrights and other rights with respect to any Licensed Software and to any other contents, data and other materials of Hoffrogge shall remain reserved.
7. Any documents as to the use of Licensed Software provided by Hoffrogge may exclusively be copied and used for internal purposes.
8. Along with Licensed Software provided for installation on Customer's computers, Hoffrogge may provide Customer with third-party software components, which are, as well as the license terms applicable to the relevant third-party software components, described in Appendix A; the full text of the respective license terms is contained in Appendix B. Within their scope of application, any licence terms indicated in Appendix

B shall prevail over such provisions on the basis of Hoffrogge's license terms whose applicability otherwise would be contrary to or exclude the use of the respective third-party software components by Customer. For the amendment of Annexes A and B by Hoffrogge as a result of changes in the use of new or modified third-party software components or the removal of such components, § 1 para. 4 shall apply.

9. Any use of the Licensed Software for the purposes of developing, improving, training, operating, or otherwise using AI systems as defined in Article 3(1) of the AI Regulation (Regulation (EU) 2024/1689), in particular generative language models, or by such systems, in particular for analysing the Licensed Software, is not covered by the rights of use set forth in the preceding provisions and is expressly prohibited. It is also prohibited to make copies of the Licensed Software for the purposes of text and data mining within the meaning of Section 44b of the German Copyright Act (UrhG); such rights are expressly reserved. These prohibitions apply equally to the use of any other digital or digitized item and services subject to Hoffrogge's copyrights or industrial property rights. For each instance of a violation of the foregoing prohibitions, the Customer shall pay a contractual penalty to be determined by Hoffrogge at its reasonable discretion and, in the event of a dispute, subject to review by the competent court as to its reasonableness. Any further claims by Hoffrogge remain unaffected.

Section 3: Specification, Availability

1. Any characteristics of Licensed Software of Hoffrogge, as well as the requirements for the state-of-the-art system environment which must be employed by Customer (hardware components, operating system software program, third-party software applications, browser version and similar things) shall depend on the specification provided by Hoffrogge at the time of concluding the relevant agreement as to their licensing. Hoffrogge's rights to make changes to the Licensed Software pursuant to para. 7 shall remain unaffected.
2. Web-based Licensed Software of Hoffrogge shall be available 24 hours a day and seven days a week. The annual average system availability shall be 99%. The same shall apply to any systems of Hoffrogge, which, if required, are provided to Customer for remote access purposes through any other software programs than the above Licensed Software (such as the provision of the "CM Toolkit Web-Service" internet-based service at <https://cmtoolkit.hoffrogge.com>). Downtimes due to maintenance and/or software updates shall be excluded from this as well as temporary downtimes due to security measures implemented by Hoffrogge's Security Operations Center (SOC) in response to confirmed or highly suspicious security incidents, and any times during which the platform cannot be accessed via the internet because of technical or any other problems not caused by Hoffrogge, particularly in cases of force majeure, third-party faults, disruptions of the internal networks or with the ISP (internet service provider) of Customer, in case of any impairments of internet access of Customer's computers due to faulty configuration, due to any Hoffrogge software programs or hardware components which Customer failed to install (such as firewalls, virus scanners, VPN solutions and other things) or due to the non-fulfilment of system requirements defined by Hoffrogge (such as hardware features, operating system/internet browser versions). "Accessibility" shall be considered as general availability of the "https://cmtoolkit.hoffrogge.com" server service through the internet by a client computer providing unrestricted access to the internet via a standard state-of-the-art browser (Google Chrome, Microsoft Edge, Firefox, Safari). Access shall be deemed as being given if Hoffrogge is able to send a HTTPS-request through a client computer via the internet to Hoffrogge's server, provided that the request is responded by a HTTPS response message or if the data is forwarded to a middleware application intended for the receipt, respectively, within no more than 120 seconds. The Customer reserves the right to assert and prove that the web-service is still not accessible. Hoffrogge may temporarily suspend or restrict access to web-based services if this is necessary to ensure the security of network operations, maintain network integrity, prevent serious network disruptions, ensure the interoperability of services, or comply with data protection requirements.
3. Interruptions of availability, transmission delays and other errors of web-based and other Licensed Software for which Hoffrogge is responsible (hereinafter referred to as "Incidents") shall be categorized as follows:
 - a) Minor Incident:
 - Cosmetic errors (mistyped texts on screen or in printouts, visual defects on screen)
 - Minor inconveniences (additional mouse clicks, few seconds of additional wait periods)
 - Errors of low impact (e.g., displaying wrong values while producing correct results)
 - Errors with existing workarounds (steps to reach a desired goal with additional mouse clicks/input)
 - b) Major Incident:
 - Reproducible errors in calculation results
 - Failure to produce screen or print output
 - Failure to open certain specific outlets for optimization
 - Significant performance Incidents (waiting times of more than 2 minutes when performing simple tasks, waiting times of more than 30 minutes when performing batch tasks (pdf creation))
 - c) Critical Incident:
 - Application fails to start
 - Application crashes (reproducibly)
 - User is completely unable to perform a major use case (cannot open any outlet for optimization, failure to display any planogram etc.)
 - Reproducible errors in calculation results
 - Web-service is unavailable
4. Hoffrogge will only provide 2nd and 3rd level support, i.e., Hoffrogge will only respond on incidents reported by a limited number of named key-users and system administrators to be separately agreed upon between the Parties. Hoffrogge will respond on Incidents reported by the respective key-users/system administrators using the Hoffrogge's Online Ticket System (available on <https://support.hoffrogge.com/servicedesk>) during Hoffrogge's usual business hours (Monday to Friday from 8 a.m. to 5 p.m. CEST, excluding public holidays in Niedersachsen and Saturdays, hereinafter referred to as "Service Times") within the following time periods to be calculated over the Service Times:
 - a) Minor: 2 business days
 - b) Major: 1 business day
 - c) Critical: 4 business hours
5. Incidents of other than web-based Licensed Software (e.g., Licensed Software installed on Customer's client computers or hosted on Customer's servers) shall be cured by providing patches, bug fixes, beta fixes, beta builds, service packs, updates or other new versions required for curing the Incident by electronic means (by e-mail or, at Hoffrogge's choice, by making the required new versions available for download, or by commercial data carriers).

6. Customer will use its best efforts to co-operate in detecting and resolving Incidents. This obligation to co-operate particularly includes (i) the obligation to immediately inform Hoffrogge about all Incidents and to describe, as detailed as possible, the symptoms of the respective Incident, (ii) to follow Hoffrogge's instructions as regards detecting and resolving an Incident, and (iii) to report to Hoffrogge all changes in Customer's own IT-Systems used in connection with Hoffrogge's web-services. The customer shall name a dedicated technical contact person having access to the affected client system (remote or physical). Hoffrogge may particularly request the following information and materials:
 - a) Incident report with a detailed Incident description including:
 - Time and date
 - User
 - Platform (OS, Version)
 - Outlet number (if applicable)
 - Expected result
 - Actual result
 - b) Network Test: Hoffrogge support may request to test network connectivity by using common tools on the client platform (e.g., ping, web browser, etc.)
 - c) Screen shots documenting the Incident
 - d) Local log files created by the Licensed Software, transmitted by email
7. Hoffrogge reserves the right to modify and/or replace Licensed Software (including third party software components) at any time, insofar as this is necessary
 - a) to maintain the contractual conformity of the Licensed Software, in particular for error correction or for security reasons,
 - b) for product improvement, in particular to increase the user-friendliness or the performance of the Licensed Software, or
 - c) to comply with legal regulations
 and does not involve any additional costs for the Customer.

Section 4: Notification, Backup and Custody Obligation of Customer; Image, Article and Reference Data, SAP Data Exchange

1. Customer shall be obligated to immediately notify Hoffrogge of any errors (such as defects, disruptions) of the Licensed Software. In this respect, Customer shall consider the trouble-shooting instructions given by Hoffrogge to the extent to which this is reasonable for him and he shall transfer any information to Hoffrogge which they dispose of and which are required to remove any defects. As a consequence, the Customer shall be in particular obligated, to the extent to which this is possible and reasonable, to communicate any error symptoms, operating conditions, previous inputs and workstations affected.
2. Customer shall be obligated to make backup copies of all Licensed Software and of any data processed by them on a regular basis and according to the state of the art to the extent to which the Licensed Software and/or are not exclusively saved as web applications on Hoffrogge's systems.
3. Customer shall be obligated to take all reasonable and adequate precautionary measures for the purpose of protecting any Licensed Software he was provided with from access of unauthorised third-parties. Customer shall also keep any original data carriers and any Licensed Software backup copies made by him within the framework of general data protection processes as well as any documentation in this respect at a safe place. In addition, Customer shall inform his employees and any other persons who are authorised to dependently use the Licensed Software on the basis of section 2 para. 1 about the inadmissibility of making any copies beyond the scope which is provided for on the basis of this Agreement.
4. The Customer warrants that image, article and reference data and other contents (hereinafter only "contents") stored by him for the purpose or in the context of the use of Licensed Software or the use of other services of Hoffrogge on systems of Hoffrogge or transmitted to Hoffrogge in other way are free of any third-party rights. The Customer shall indemnify and hold Hoffrogge harmless from and against any contrary third-party rights and shall reimburse to Hoffrogge any costs and expenses which Hoffrogge incurs due to any third-party asserting a claim against Hoffrogge due to an infringement of the rights which such third-party is entitled to.
5. The Licensed Software may include an authorization enabling data to be passed between Licensed Software and an SAP cloud service or SAP software that is subscribed to or licensed directly by Customer from SAP, SAP affiliates, or SAP resellers. Customer's use of the SAP cloud service and/or software is governed by the cloud service or software license agreement entered between SAP, SAP affiliates, or SAP resellers and the Customer ("Customer's SAP Agreement"). Hoffrogge itself does neither offer nor license SAP cloud services or SAP software; however, it is obliged to SAP to ensure that the passing of data between the Licensed Software and an SAP cloud service or SAP software is in accordance with Customer's SAP Agreement including Documentation. If the Customer is an SAP user and the Licensed Software enables passing of data with an SAP Cloud Service or SAP software used by the Customer, the Customer hereby warrants to Hoffrogge, by way of an independent warranty, that the use of its SAP Cloud Service or SAP software, in particular to the extent that it involves passing of data between the SAP cloud service or SAP software on the one hand and the Licensed Software on the other, is in accordance with the Customer's SAP Agreement, including the SAP documentation. The Customer shall indemnify Hoffrogge against all claims by third parties and reimburse Hoffrogge for any damages and expenses incurred by Hoffrogge because of the Customer's breach of the Customer's SAP Agreement.

Section 5: Customer's Rights in the Case of Material Defects

1. Hoffrogge shall remedy any defects of the Licensed Software, including any documentation, which Hoffrogge provided to Customer. At the exclusive discretion of Hoffrogge, defects shall be remedied by removal of defects or by subsequent deliveries.
2. Customer shall have the right to terminate this Agreement on the basis of section 543 para. 2 sentence 1 no. 1 BGB due to not enabling the use contractually agreed upon only in the case where Hoffrogge was granted a reasonable amount of time for removal of any defects or subsequent deliveries and where such removal of defects or delivery must be considered to have failed. Such rectification of defects may only be considered to have failed if the removal of defects or a replacement delivery is impossible, if Customer Hoffrogge refuses to do so or if Hoffrogge delays to an unreasonable extent or if Customer cannot be expected to accept this for any other reason.
3. If the defectiveness of the service is based on the use of software/programs or service components that Hoffrogge has acquired (or licensed) from third parties for the purpose of using the service, the customer's warranty rights shall be limited to the scope of the rights to which Hoffrogge is entitled vis-à-vis the third parties. Hoffrogge is entitled to assign these rights to the customer to the extent possible.

4. Any rights of Customer due to defects shall be excluded to the extent to which Customer made or has others made any changes or modifications to the Licensed Software without the approval of Hoffrogge. The customer is not entitled to remedy defects themselves and demand reimbursement of the necessary expenses.
5. If Hoffrogge provides services of investigating or removing any defects without being obligated to do so, Hoffrogge shall have the right to request remuneration to be paid on the basis of its standard hourly rates. This shall in particular apply in the case where evidence for defects cannot be provided or if such defects cannot be attributed to Hoffrogge. Apart from that, remuneration for additional efforts of Hoffrogge must also be paid if such efforts are caused by Customer having fulfilled their obligation to co-operate not at all or not in an appropriate manner.

Section 6: Customer's Rights in the Case of Defects in Title

1. Within the limitation period for defects in title, Hoffrogge shall defend and hold Customer harmless from and against any and all claims which are asserted against him due to an infringement of industrial property rights or any copyrights by the contractual use of Licensed Software. Hoffrogge shall be liable for any damages resulting from defects in title, in particular any costs and damages imposed on Customer by a court, only if Customer has immediately informed Hoffrogge about such claims in writing and only if Customer has reserved any and all defence actions and settlement negotiations to Hoffrogge.
2. In the case where any claims on the basis of para. 1 were asserted against Customer or in the case where this is to be expected, Hoffrogge shall have the right to change or substitute the Licensed Software affected by the legal defect at their own costs to an extent which is reasonable for Customer. If this or the obtaining of a right of use is impossible by making reasonable efforts, the rights of Customer shall depend on the provisions under section 5 which shall be applicable accordingly.
3. Hoffrogge is subject to no obligations whatsoever in the case where any claims under para. 1 are based on any software programs or data provided by Customer or on the fact that Customer does not use the valid, unchanged original version of the Licensed Software or that Customer uses them under conditions which deviate from those determined in this Agreement.

Section 7: Limitation of Liability

1. Hoffrogge may only be held liable for damages (including futile expenses) of the customer for whatever legal reason, if Hoffrogge caused the damages intentionally or through gross negligence, if they are the consequence of the absence of a guaranteed quality of the service, if they are based on a culpable violation of an essential contractual obligation (see para. 2), if they are the consequence of a culpable injury to health, body or life, or for which liability according to the Product Liability Act is provided. In the event of a merely negligent breach of an essential contractual obligation (see para. 2) Hoffrogge's liability is, however, limited to such damages, the occurrence of which must typically and predictably be expected within the framework of the provision of the agreed services. This limitation does not apply if damage is the result of injury to health, body or life.
2. Essential contractual obligations are such contractual obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the customer may regularly rely, and whose violation on the other hand jeopardises the achievement of the contractual purpose.
3. Typical, foreseeable damage under the contract is defined as damage amounting to the customer's average annual turnover with Hoffrogge (if the contractual relationship is shorter, this is to be determined on the basis of the monthly 1/12 – or, if applicable, daily 1/30 – turnover figures).
4. Notwithstanding the cases mentioned in clauses 1 to 3, Hoffrogge shall not be liable for lost profits, indirect damages, consequential damages, and third-party claims, with the exception of claims arising from the infringement of third-party property rights, nor for defects that occur in connection with a change in Hoffrogge's services made or otherwise initiated by the customer or other external influences and that originate from the customer's area of risk. It is the customer's responsibility to prove that any defects that occur are not causally related to a change in the system environment or other external influences.
5. Unless otherwise stated above, any liability of Hoffrogge, irrespective of the legal basis, is excluded.
6. The limitations of liability pursuant to Clauses 1 to 5 shall also apply mutatis mutandis in favour of Hoffrogge's legal representatives, employees, freelancers and other vicarious agents.
7. Further limitations and exclusions of liability according to individual framework and individual agreements concluded between Hoffrogge and the customer remain unaffected.

Section 8: Term of the Licence, Termination of the Licence Relationship

1. Unless otherwise agreed upon between the Parties, an initial term of use shall commence at time when the respective Licensed Software, which are the subject matter of this Agreement, is provided and/or from the time when Customer is granted access to it (the earlier date shall be decisive) and shall expire at the end of the respective calendar year the Licensed Software was provided/made accessible. The term of use shall be automatically extended by additional one-year periods, unless the licence relationship was terminated prior to the end of the then current term by one of the Parties. For this purpose, a six-month period of notice prior to the end of the respective term must be complied with. In any case the license term shall expire at the end of any individual agreement covering the supply / making accessible the Licensed Software.
2. Any rights to termination by Customer on the basis of section 5 para. 2 under these General Terms and Conditions for Software Licenses shall not be affected by this.
3. The right of both Parties to extraordinarily termination for cause shall not be affected by this.
4. Terminations must be made in writing to be legally effective.

Section 9: Installation of Updates

If the Customer fails to install without delay an update which has been provided to the Customer to maintain the Licensed Software in conformity with the contract (including security updates), Hoffrogge shall not be liable for a defect which is solely attributable to the lack of such update, provided that

- a) Hoffrogge has informed the Customer of the availability of the update and the consequences of failure to install it;
- and
- b) the failure of the Customer to install the Update or to install it improperly was not due to defective installation instructions provided to the Customer

Section 10: Return/Deletion

1. Upon termination of this contractual relationship, Customer shall be obligated to return to Hoffrogge the Licensed Software saved on the original data carriers, including any dongles, manuals and possible additional documentations in this respect. To the extent to which this is applicable, any copies of Licensed Software made by Customer must be immediately, completely and finally deleted; such deletion shall be confirmed in writing.
2. Instead of the return, Hoffrogge shall also have the right to request the Licensed Software, including any and all copies thereof, to be deleted and the manuals and documentations Customer were provided with to be destroyed.
3. Any use of Licensed Software after the contractual relationship was terminated shall not be admissible.

Section 11: Non-Disclosure

1. The Customer shall keep confidential any business and trade secrets of Hoffrogge which were provided, made accessible or otherwise communicated to Customer by Hoffrogge for an unlimited period of time, and may neither record or distribute them nor to exploit them in any way. The term "business and company secrets" shall include any commercial, operational, organisational and technical knowledge, processes and information which Hoffrogge describes as confidential and/or which are recognisable as being of confidential nature considering any other circumstances and any documents and materials which serve internal purposes only. These business and company secrets of Hoffrogge, in relation to which Customer is obligated to non-disclosure, shall in particular include any technical data, expertise, the scope of functions and functionalities of Licensed Software as well as, in particular, their source codes and other IT-related information which Hoffrogge provides to Customer, which Hoffrogge grant access to or which Hoffrogge discloses in any other way.
2. Unless this had not yet been done, Customer shall, by making adequate contractual agreements with any employees working for them, ensure that such employees also refrain from exploiting, transferring or recording any information, business and/or company secrets described under para. 1 without being authorised to do so and that they are also subject to a non-disclosure obligation identical to the one Customer is subject to.
3. The non-disclosure obligation under para. 1 above shall not be applicable to information in relation to which Customer is able to provide written documents showing
 - a) that he already owned or possessed such information prior to the time of disclosure and that he received such information without any third-party's breach of any confidentiality obligation; or
 - b) that the information became known or publicly available prior to its disclosure to him; or
 - c) that the information became known or publicly available after its disclosure to the Partner without any intentional or negligent participation, co-operation or other actions of the Customer; or
 - d) that he or his affiliates are obliged to disclose the Confidential Information pursuant to legislation, court order, or stock exchange rules.
4. In the event that the Customer becomes legally compelled to make an announcement or disclosure by law, stock exchange rules or by any court or regulatory authority, the Receiving Party shall provide the Disclosing Party with prompt written notice that such announcement or disclosure is required. Prior to the announcement or disclosure, the Receiving Party shall consult with the Disclosing Party regarding the proposed content of the announcement or disclosure. In any case the Receiving Party will furnish only that portion of the Confidential Information which is legally required to be disclosed or announced.
5. Customer undertakes, depending on the exclusive discretion of Hoffrogge, to return to Hoffrogge any and all documents, files and records containing confidential information as well as any copies thereof if and to the extent to which these are no longer required for the purpose of fulfilling any obligations in relation to this business relationship or for the purpose of fulfilling any statutory obligation to preserve business documents; apart from that, Customer shall have no right of retention with respect to such materials.

Section 12: Force majeure

Unforeseeable, unavoidable events beyond Hoffrogge's control and for which Hoffrogge is not responsible, such as force majeure, war, natural disasters, or employment disputes, release Hoffrogge from its obligation to perform for the duration of such events. Agreed performance deadlines shall be extended by the duration of the disruption; the customer shall be informed of the occurrence of the disruption in an appropriate manner. If the end of the disruption is not foreseeable or if it lasts longer than one month, either party shall be entitled to terminate the contract. This shall apply mutatis mutandis if the aforementioned circumstances occur at a subcontractor of Hoffrogge.

Section 13: Limitation period

1. In accordance with the statutory provisions, claims against Hoffrogge based on intentional or grossly negligent acts by a legal representative or vicarious agent of Hoffrogge, as well as claims for damages resulting from injury to life, limb, or health based on an intentional or negligent breach of duty by Hoffrogge, a legal representative, or vicarious agent, shall become time-barred.
2. For all other contractual and statutory claims against Hoffrogge, the limitation period is one year.

Section 14: Applicable Law, Jurisdiction

The Agreement shall be subject to German law with the exception of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and such conflict-of-law rules according to which other than German law would be applicable. The place of jurisdiction shall be Hoffrogge's place of business.

Appendix A: Overview of Software Licenses of Third Parties

Together with Hoffrogge Licensed Software being installed on hardware of the Customer, the following third-party software components may be provided:

Java-based third-party software components:

Library	Copyright	License
Amazon Corretto OpenJDK	© Oracle and/or its affiliates, Amazon	GPLv2CE (copy below)
AndroidSVG v1.3 (or higher)	© 2018, Paul LeBeau, Cave Rock Software Ltd.	Apache License, version 2.0 (copy below)
Apache Batik v1.18 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons BeanUtils v1.9.4 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons Collections v4.0 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons Compress v1.18 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons IO v2.2 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons Lang v3.13.0 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons Logging	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons Math v3.6.1 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons Validator v1.7 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache XML Graphics Commons v2.3 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Log4J v1.2.17 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache PDFBox v2.0.24 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache POI v3.14 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Qpid Proton	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Shiro v1.7.1 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Xalan v2.7.2 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache XML Beans v2.6.0 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache XML Security For Java v2.2.1 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
ASM	© 2000-2011 INRIA, France Telecom	3-clause BSD license (copy below)
AssertJ v3.17.1 (or higher)	© AssertJ Project Team	Apache License, version 2.0 (copy below)
Azul Zulu OpenJDK	© Oracle and/or its affiliates, Azul Systems Inc.	GPLv2CE (copy below)
Barcode4J v2.1.0 (or higher)	© 2010, Jeremias Maerki	Apache License, version 2.0 (copy below)
Bouncy Castle v1.40 (or higher)	© 2000 - 2015, The Legion of the Bouncy Castle Inc.	MIT license (copy below)
Caffeine v3.1.8 (or higher)	© 2014-, Ben Manes	Apache License, version 2.0 (copy below)
Checker Framework v2.8.1 (or higher)	© 2004-present, the Checker Framework developers	GPLv2CE (copy below)
ControlsFX v8.4.12 (or higher)	© 2013-2017, ControlsFX	3-clause BSD license (copy below)
CSSFX v11.0.1 (or higher)	© 2014 CSSFX by Matthieu Brouillard	Apache License, version 2.0 (copy below)
Docx4j v6.1.1 (or higher)	© 2008 Plutext Pty Ltd.	Apache License, version 2.0 (copy below)
Eclipse Collections	© 2021 Goldman Sachs and others	Eclipse Distribution License v. 1.0 (copy below)
Eclipse Implementation of JAXB v1.2.15 (or higher)	© 1997, 2021 Oracle and/or its affiliates	Eclipse Distribution License v. 1.0 (copy below)
EvalEx	© 2012 Udo Klimaschewski	Apache License, version 2.0 (copy below)
Flexmark-Java	© 2015-2016 Atlassian Pty Ltd, 2016-2018 Vladimir Schneider	BSD license (copy below)
FlowLess	© 2014, Tomas Mikula	BSD license (copy below)
Firestore Messaging v23.2.1 (or higher)	© 2020, Google LLC	Apache License, version 2.0 (copy below)
GNU Trove (trove4j) v3.0.3 (or higher)	© 2001, Eric D. Friedman, © 2009, Rob Eden, Jeff Randall	LGPL license, version 3.0 (copy below)
Google Auto v1 (or higher)	© 2013, Google LLC	Apache License, version 2.0 (copy below)
Google Dagger v2.30.1 (or higher)	© 2012, The Dagger Authors	Apache License, version 2.0 (copy below)
Google Error Prone Annotations v2.3.3 (or higher)	© 2017, The Error Prone Authors	Apache License, version 2.0 (copy below)
Google Gson v2.6.2 (or higher)	© 2008, Google Inc.	Apache License, version 2.0 (copy below)
Google Guava v18.0 (or higher)	© 2011, The Guava Authors	Apache License, version 2.0 (copy below)
Google Roboto v2.136 (or higher)	© 2016, Google	Apache License, version 2.0 (copy below)
Hazelcast v5.1.1 (or higher)	© 2008-2022 Hazelcast Inc.	Apache License, version 2.0 (copy below)
Hibernate Validator v6.0.23 (or higher)	© 2004, 2006 Red Hat Inc. and Hibernate Authors	Apache License, version 2.0 (copy below)
ICEpdf v5.0.4 (or higher)	© 2016, ICEsoft Technologies Inc.	Apache License, version 2.0 (copy below)
J2ObjC v1.3 (or higher)	© Google	Apache License, version 2.0 (copy below)
Jackson v2.13.0 (or higher)	© Tatu Saloranta and Contributors	Apache License, version 2.0 (copy below)
Jakarta Activation v1.2.1 (or higher)	© 1997, 2021 Oracle and/or its affiliates	Eclipse Distribution License v. 1.0 (copy below)
Jakarta Annotations	© Oracle and/or its affiliates	Eclipse Public License version 2.0 (copy below)
Jakarta JSON v1.1.6 (or higher)	© Oracle and/or its affiliates	Eclipse Public License version 2.0 (copy below)
Japura-GUI v7.5.2 (or higher)	© 2011 - 2012, Carlos Eduardo Leite de Andrade	LGPL license, version 3.0 (copy below)
Java Email Address Validator	© 2008 - Les Hazlewood (leshazlewood.com)	Apache License, version 2.0 (copy below)
Java Keyring v1.0.0 (or higher)	© 2012-2023 east301, Rex Hoffman and Contributors	3-clause BSD license (copy below)
Java Native Access (JNA) v5.12.1 (or higher)	© 2007 - 2014 Timothy Wall and Contributors	Apache License, version 2.0 (copy below)
JCIP Annotations	© 2013 Stephen Connolly	Apache License, version 2.0 (copy below)
JDesktop SwingWorker v1.1	© 2005, Sun Microsystems Inc.	LGPL license, version 2.1 (copy below)
Jetbrains Annotations v13.0 (or higher)	© 2000-2021 JetBrains s.r.o.	Apache License, version 2.0 (copy below)

JFreeChart v1.0.12 (or higher)	© 2000 - 2007, Object Refinery Limited and Contributors	LGPL license, version 3.0 (copy below)
JGoodies Binding v2.0.6 (or higher)	© 2002 - 2008, JGoodies Karsten Lentzsch	BSD license (copy below)
JGoodies Forms v1.0.7 (or higher)	© 2002 - 2006, JGoodies Karsten Lentzsch	BSD license (copy below)
Jimfs v1.2 (or higher)	© 2013 Google Inc.	Apache License, version 2.0 (copy below)
JInput v2.0.9 (or higher)	© 2004, Sun Microsystems and others	3-clause BSD license (copy below)
JMonkeyEngine v3.6.0 (or higher)	© 2009-2023, jMonkeyEngine	3-clause BSD license (copy below)
Joda Time v2.3 (or higher)	© 2001 - 2005, Stephen Colebourne	Apache License, version 2.0 (copy below)
JPro Platform	© 2015- JPro Team	Apache License, version 2.0 (copy below)
JSON-smart	© 2011-2025 JSON-SMART authors	Apache License, version 2.0 (copy below)
JSpecify	© 2020 Google LLC, SptBugs Team	Apache License, version 2.0 (copy below)
JSR 107 Cache Specification v1.1.0 (or higher)	© 2011-2016 JSR107 Expert Group	Apache License, version 2.0 (copy below)
JSR 305 - Javax Annotations v3.0.2 (or higher)	© 2007-2009, JSR305 expert group	3-clause BSD license (copy below)
JSR-330: Dependency Injection for Java v1 (or higher)	© 2009, The JSR-330 Expert Group	Apache License, version 2.0 (copy below)
LMAX Disruptor v3.4.4 (or higher)	© 2011, LMAX Ltd.	Apache License, version 2.0 (copy below)
LWJGL v2.9.5 (or higher)	© 2002-2008 LWJGL Project	3-clause BSD license (copy below)
Kotlin v1.2 (or higher)	© 2010-2015 JetBrains s.r.o.	Apache License, version 2.0 (copy below)
LibrePDF OpenPDF v1.3.22 (or higher)	© 2020, The OpenPDF Project	LGPL v2.1 (copy below)
Logback v1.4.11 (or higher)	© 1999-2024, QOS.ch	LGPL v2.1 (copy below)
Logstash/Gelf Loggers v1.14.1 (or higher)	© 2013 Mark Paluch	MIT license (copy below)
Lombok v1.18.22 (or higher)	© 2009-2021 The Project Lombok Authors	MIT license (copy below)
MapDB v1.0.7 (or higher)	© 2012, Jan Kotek	Apache License, version 2.0 (copy below)
Mapstruct v1.5.5 (or higher)	© Mapstruct Contributors	Apache License, version 2.0 (copy below)
Material Components for Android v1.3.0 (or higher)	© 2019, The Android Open Source Project	Apache License, version 2.0 (copy below)
Material Components for iOS v119.1.3 (or higher)	© 2018, the Material Components for iOS authors	Apache License, version 2.0 (copy below)
Micrometer	© 2017- VMware, Inc.	Apache License, version 2.0 (copy below)
MigLayout v4.2 (or higher)	© 2004, Mikael Grev, MiG InfoCom AB.	BSD license (copy below)
MobiDevelop's RoboVM Fork v2.3.5 (or higher)	© 2017, MobiDevelop	Apache License, version 2.0 (copy below)
Netty Project	© 2014 The Netty Project	Apache License, version 2.0 (copy below)
Nimbus Content Type	© 2012-2022 Connect2id Ltd.	Apache License, version 2.0 (copy below)
Nimbus Language Tags	© 2012-2026 Connect2id Ltd.	Apache License, version 2.0 (copy below)
Nimbus JOSE + JWT	© 2020 Connect2id Ltd.	Apache License, version 2.0 (copy below)
Nimbus OAuth 2.0 SDK with OpenID Connect extensions	© 2012-2025, Connect2id Ltd and contributors	Apache License, version 2.0 (copy below)
OpenCV v3.2.0 (or higher)	© 2017, OpenCV team	3-clause BSD license (copy below)
OpenJFX	© Oracle and/or its affiliates	GPLv2CE (copy below)
OSHI v 6.1.6 (or higher)	© The OSHI Project Contributors	MIT license (copy below)
PngEncoderFX	© J. David Eisenberg	LGPL v2.1 (copy below)
Pollexor	© Square Inc.	Apache License, version 2.0 (copy below)
Pushy v0.15.2 (or higher)	© 2020 Jon Chambers	MIT license (copy below)
QDox v1.12 (or higher)	© 2002-2009, Joe Walnes and QDox Project Team	Apache License, version 2.0 (copy below)
ReactFX	© 2013-2014, Tomas Mikula	BSD license (copy below)
Reactive Streams v1.0.4 (or higher)	© 2014, Reactive Streams	MIT license (copy below)
Reactor	© 2011- VMware Inc.	Apache License, version 2.0 (copy below)
RoboGuice v3.0.1 (or higher)	© 2009 - 2014, roboGuice committers	Apache License, version 2.0 (copy below)
RxJava v 3.1.6 (or higher)	© 2016-, RxJava Contributors	Apache License, version 2.0 (copy below)
Simple Logging Facade for Java (SLF4J) v1.5.10 (or higher)	© 2004 - 2008, QOS.ch	MIT license (copy below)
SparseBitSet v1.2 (or higher)	© Paladin Software International	Apache License, version 2.0 (copy below)
Spring Boot v3.1.3 (or higher)	© Spring Contributors	Apache License, version 2.0 (copy below)
Spring Framework v6.1.2 (or higher)	© Spring Contributors	Apache License, version 2.0 (copy below)
Spring LDAP v3.1.2 (or higher)	© Spring Contributors	Apache License, version 2.0 (copy below)
Spring Modulith v0.2.0 (or higher)	© Spring Contributors	Apache License, version 2.0 (copy below)
Spring Security v6.1.3 (or higher)	© Spring Contributors	Apache License, version 2.0 (copy below)
Square OkHTTP v2.3.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 (copy below)
Square OkIO v1.8.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 (copy below)
Square Retrofit v1.9.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 (copy below)
Square Wire v1.8.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 (copy below)
StAX API v1.0.1 (or higher)	© 2005, Aleksander Slominski, Chris Fry	Apache License, version 2.0 (copy below)
Stax2 API v4.2 (or higher)	© 2008 FasterXML LLC	BSD license (copy below)
Stream Support v1.7.4 (or higher)	© Oracle and/or its affiliates	GPLv2CE (copy below)
SVG Salamander v1.0 (or higher)	© 2004, Mark McKay	BSD license (copy below)
SVGgh v1.10.3 (or higher)	© 2011 - 2014, Glenn R. Howes	MIT license (copy below)
Swing Application Framework v1.03 (or higher)	© 2006, Sun Microsystems Inc.	LGPL license, version 2.1 (copy below)
SwingX v1.6.1 (or higher)	© 2008, Sun Microsystems Inc.	LGPL license, version 3.0 (copy below)
The Android Open Source Project v6.0 (or higher)	© 2016, The Android Open Source Project	Apache License, version 2.0 (copy below)
ThreeTen BP v.1.4.2 (or higher)	© 2007-present, S. Colebourne & M. N. Santos	3-clause BSD license (copy below)
Unit of Measurement Libraries v2.1 (or higher)	© 2005-2023, J.-M. Dautelle, W. Keil, O. Santana and others	3-clause BSD license (copy below)

Woodstox v5.2.1 (or higher)	© 2004- Tatu Saloranta	Apache License, version 2.0 (copy below)
ZXing v3.3.0 (or higher)	© 2009, ZXing authors	Apache License, version 2.0 (copy below)

Dot-Net-based third-party software components:

Fastenshtein	© 2017 Dan Hartley	MIT license (copy below)
Gelf4Net	© 2015 - 2020 micahlmartin, jjchiw, contributors	MIT license (copy below)
Json.NET	© 2007 James Newton-King	MIT license (copy below)
IdentityModel	© Brock Allen, Dominick Baier	Apache License, version 2.0 (copy below)
Log4Net	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Meziantou CredentialManager	© Gérald Barré	MIT license (copy below)
Modern UI for WPF (MUI)	© First Floor Software	Microsoft Public License (copy below)
Newtonsoft Json	© 2007 James Newton-King	MIT license (copy below)
NLog	© 2004-2021 J. Kowalski, K. Christensen, J. Verdurmen	3-clause BSD license (copy below)
RabbitMQ	© 2007-2020 VMware, Inc.	Apache License, version 2.0 (copy below)
Refit	© .NET Foundation and Contributors	MIT license (copy below)

Appendix B: License Terms and Conditions of Third-Party Software-Components

Apache License

Version 2.0, January 2004

<https://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:

1. You must give any other recipients of the Work or Derivative Works a copy of this License; and
 2. You must cause any modified files to carry prominent notices stating that You changed the files; and
 3. 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
 4. 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.

BSD License

© <YEAR>, <OWNER>

All rights reserved.

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

1. Redistributions of source code must retain the above copyright 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.

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.

3-clause BSD License

© <YEAR>, <OWNER>

All rights reserved.

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

1. Redistributions of source code must retain the above copyright 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 names of the copyright holders nor the names of the 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.

The MIT License (MIT)

© <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.

GNU LESSER GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

© 2007 Free Software Foundation, Inc. < <https://fsf.org/> >

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

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

0. Additional Definitions.

As used herein, "this License" refers to version 3 of the GNU Lesser General Public License, and the "GNU GPL" refers to version 3 of the GNU General Public License.

"The Library" refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

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

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

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

The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files.

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

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the object code with a copy of the GNU GPL and this license document.

4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

- a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.
- d) Do one of the following:
 - 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
 - 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.
- e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

5. Combined Libraries.

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 that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU 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 as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

© 1991, 1999 Free Software Foundation, Inc.

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

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

[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.

The GNU General Public License (GPL) with Classpath Exception

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc. 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

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

Preamble

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you". Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

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

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

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

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

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

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

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

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

- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

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

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

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

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

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

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

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

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

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

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

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions

for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

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

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

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

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

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA.

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

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

Gnomovision version 69, Copyright (C) year name of author Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type 'show w'. This is free software, and you are welcome to redistribute it under certain conditions; type 'show c' for details.

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

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

Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the program 'Gnomovision' (which makes passes at compilers) written by James Hacker.

signature of Ty Coon, 1 April 1989

Ty Coon, President of Vice

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

"CLASSPATH" EXCEPTION TO THE GPL

Certain source files distributed by Oracle America and/or its affiliates are subject to the following clarification and special exception to the GPL, but only where Oracle has expressly included in the particular source file's header the words "Oracle designates this particular file as subject to the "Classpath" exception as provided by Oracle in the LICENSE file that accompanied this code."

Linking this library statically or dynamically with other modules is making a combined work based on this library. Thus, the terms and conditions of the GNU General Public License cover the whole combination.

As a special exception, the copyright holders of this library give you permission to link this library with independent modules to produce an executable, regardless of the license terms of these independent modules, and to copy and distribute the resulting executable under terms of your choice, provided that you also meet, for each linked independent module, the terms and conditions of the license of that module. An independent module is a module which is not derived from or based on this library. If you modify this library, you may extend this exception to your version of the library, but you are not obligated to do so. If you do not wish to do so, delete this exception statement from your version.

Eclipse Distribution License - v 1.0

Copyright (c) 2007, Eclipse Foundation, Inc. and its licensors.

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 Eclipse Foundation, 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 OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Eclipse Public License - v 2.0 (EPL v2)

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS ECLIPSE PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

- a) in the case of the initial Contributor, the initial content Distributed under this Agreement, and
- b) in the case of each subsequent Contributor:
 - i) changes to the Program, and
 - ii) additions to the Program;

where such changes and/or additions to the Program originate from and are Distributed by that particular Contributor. A Contribution "originates" from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include changes or additions to the Program that are not Modified Works.

"Contributor" means any person or entity that Distributes the Program.

"Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions Distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement or any Secondary License (as applicable), including Contributors.

"Derivative Works" shall mean any work, whether in Source Code or other form, that is based on (or derived from) the Program and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship.

"Modified Works" shall mean any work in Source Code or other form that results from an addition to, deletion from, or modification of the contents of the Program, including, for purposes of clarity any new file in Source Code form that contains any contents of the Program. Modified Works shall not include works that contain only declarations, interfaces, types, classes, structures, or files of the Program solely in each case in order to link to, bind by name, or subclass the Program or Modified Works thereof.

"Distribute" means the acts of a) distributing or b) making available in any manner that enables the transfer of a copy.

"Source Code" means the form of a Program preferred for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Secondary License" means either the GNU General Public License, Version 2.0, or any later versions of that license, including any exceptions or additional permissions as identified by the initial Contributor.

2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, Distribute and sublicense the Contribution of such Contributor, if any, and such Derivative Works.

b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in Source Code or other form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to Distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

e) Notwithstanding the terms of any Secondary License, no Contributor makes additional grants to any Recipient (other than those set forth in this Agreement) as a result of such Recipient's receipt of the Program under the terms of a Secondary License (if permitted under the terms of Section 3).

3. REQUIREMENTS

3.1 If a Contributor Distributes the Program in any form, then:

a) the Program must also be made available as Source Code, in accordance with section 3.2, and the Contributor must accompany the Program with a statement that the Source Code for the Program is available under this Agreement, and informs Recipients how to obtain it in a reasonable manner on or through a medium customarily used for software exchange; and

b) the Contributor may Distribute the Program under a license different than this Agreement, provided that such license:

i) effectively disclaims on behalf of all other Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

ii) effectively excludes on behalf of all other Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

iii) does not attempt to limit or alter the recipients' rights in the Source Code under section 3.2; and

iv) requires any subsequent distribution of the Program by any party to be under a license that satisfies the requirements of this section 3.

3.2 When the Program is Distributed as Source Code:

a) it must be made available under this Agreement, or if the Program (i) is combined with other material in a separate file or files made available under a Secondary License, and (ii) the initial Contributor attached to the Source Code the notice described in Exhibit A of this Agreement, then the Program may be made available under the terms of such Secondary Licenses, and

b) a copy of this Agreement must be included with each copy of the Program.

3.3 Contributors may not remove or alter any copyright, patent, trademark, attribution notices, disclaimers of warranty, or limitations of liability ('notices') contained within the Program from any copy of the Program which they Distribute, provided that Contributors may add their own appropriate notices.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a

manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM IS PROVIDED 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. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), 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 OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

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

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

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be Distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to Distribute the Program (including its Contributions) under the new version.

Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved. Nothing in this Agreement is intended to be enforceable by any entity that is not a Contributor or Recipient. No third-party beneficiary rights are created under this Agreement.

Microsoft Public License (MS-PL)

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

Definitions

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

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

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

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

Grant of Rights

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

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

Conditions and Limitations

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

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

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

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

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