



License Agreement & Third party Software Declaration

EULA03220006

This End User Licence Agreement (the "EULA") and the applicable Supplemental Terms (collectively, this "Agreement") is made between Televes S.A.U. with Tax Identification Number A-15010176 and registered office at Rúa Benéfica de Conxo, 17 | 15706 - Santiago de Compostela (A Coruña) Galicia - Spain (hereinafter, "TELEVES") and the User who acquired the rights to use the Software covered by this Agreement. This Agreement may be accepted by manual signature, electronic signature or by an electronic system specified by TELEVES. In the electronic system, the User will be asked to accept these terms by clicking on a button. By clicking on the button or simply by using Products or Services subject to this Agreement, the User confirms that he has read, understood and expressly accepted these terms. If the User does not accept this Agreement, the User must return the Products to TELEVES or to the authorised supplier from whom they were purchased, prior to installation or use, in order to obtain a refund of the price paid.

TELEVES welcomes the communication of any information regarding incorrect or obsolete content via ip-division@televes.com

1. **SOFTWARE OWNERSHIP.** No title or ownership of the Software is transferred to the Licensee. Title to the Software, as well as all applicable industrial and intellectual property rights, including patents, copyrights, trade secrets and other intellectual or industrial property rights inherent to the Software, shall continue to belong to TELEVES or to third parties from whom TELEVES has obtained the respective right to license the Software. TELEVES reserves all rights to the Software not expressly granted under this Agreement. Third Party Software shall at all times remain the property of the relevant third party and shall be subject to the applicable third-party licence terms.

2. **LICENCE OF USE.** Hereby, TELEVES grants the User a non-exclusive and non-transferable licence, for his own use only, of the Software in executable format and the attached documentation of TELEVES and its licensors (collectively "Software"), in accordance with the number of users, type of hardware and terms and conditions of sale applicable to the Software acquired by the User.

3. **RESTRICTIONS.** The Software and accompanying documentation are confidential and copyrighted. Except as specifically authorized in any Additional Terms of the Licence, the User may not make copies of the Software, except for a single copy of the Software for archival purposes (backup copy). Unless otherwise provided by applicable law, the User may not modify, sublicense, disassemble, reverse engineer, decompile or otherwise alter the Software, or modify or remove alphanumeric or other identification codes on data carriers. Notwithstanding the foregoing, modifications of the proprietary Software for your own use and reverse engineering for debugging such modifications are permitted only to the extent that such Software components are linked to program libraries under the GNU Lesser General Public License (LGPL). Transmission to third parties of knowledge gained during reverse engineering or debugging or information gained from re-engineering or modified software is prohibited. This Agreement does not grant any right, title or benefit in or to any trademarks, service marks, logos or trade names of TELEVES or its licensors.

4. **SOFTWARE SECURITY AND PRIVACY.** TELEVES may integrate security mechanisms into the Software to control the use thereof in order to verify the User's compliance with these Licence Conditions. The Licensee grants TELEVES the additional right to use the data collected from said products for the purposes of optimising TELEVES products and services. All personal data that may be included in this data flow shall be processed in accordance with the data protection policy of TELEVES. The terms and conditions of this data protection policy can be consulted at: www.televes.com/es/politica-proteccion-de-datos.

5. **THIRD PARTY AND OPEN SOURCE SOFTWARE.** The Software may include third party software, including open source software ("Third Party Software"). To the extent that Third Party Software is provided for which you have been granted only a derivative right of use, the license terms of such Third Party Software shall apply and prevail. If Open Source Software is provided, the licence terms of such Open Source Software shall apply in addition to, and prevail over, the licence terms of such Open Source Software, which shall prevail over the licence terms resulting from this Licence Agreement. The terms of any third party licences (if any) that apply to the Software are either: a) specified in the Product (or Service) Specific Terms; or, b) separately accompany the Software and are automatically presented for acceptance prior to the first use of such Software by an Authorised User; or c) specified in the Software's "read me" or "License" file or EULA. TELEVES and its licensors shall provide the licensee with the corresponding source code of the Open Source Software in question, upon receipt of a written request and upon payment of shipping costs, in the event that the terms of the license of the latter include the obligation to provide it. In the above case, any person may obtain the source code of the Open Source Software components on a data carrier, within three years of the distribution of the product by TELEVES or, at least, provided that TELEVES still offers support and spare parts for the product, by sending a request to the following address: - TELEVES, S.A.U. | IP Division | Rúa B, de Conxo 17 - 15706 Santiago de Compostela, Spain - " Source code TELEVES 100002" . The requesting licensee is obliged to pay the costs and expenses arising from the creation and delivery of the data carrier. All third-party software is provided "as is" and in its current condition. Any warranty, express or implied, in particular the warranty of market maturity or applicability for a specific purpose is excluded. All copyrights are identified in more detail in the source code of the Open Source software.

6. **LIMITED GUARANTEE.** Notwithstanding the provisions of other contractual terms and, if applicable, to the provisions of the General Law for the Defence of Consumers and Users in relation to the period within which the end consumer must report any possible lack of conformity, as well as the applicable consumer legislation, TELEVES guarantees to the User that for a period of ninety (90) calendar days from the date of purchase, verified by a copy of the invoice, the Software shall provide the fundamental characteristics and functions described in the documentation and shall be free of defects under normal conditions of use. In such case, at the option of TELEVES, it shall proceed to remedy or replace the defective Software or reimburse the licence fees paid for the defective Software returned by the User. The aforementioned guarantee is automatically excluded in the following cases: i) carrying out any modification or alteration of the Software without the express authorisation of TELEVES; ii) unreasonable and/or inconsistent or incompatible use with the documentation and instructions of TELEVES; iii) damage caused by computer or Internet viruses, bugs, worms, Trojans, malware or cancelbots; and, iv) damage caused by events qualified as constituting force majeure. Except in the cases specified above, TELEVES does not offer any guarantee beyond those explicitly stipulated in this Agreement.



License Agreement & Third party Software Declaration

EULA03220006

7. **DISCLAIMER OF WARRANTIES.** This Software has been developed with the utmost care and has been verified to function correctly in accordance with the current state of the art. Unless otherwise stated in this agreement, TELEVES disclaims all representations and warranties, express or implied, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, software quality or performance except where such exclusions are legally invalid. Statements about products, functionality or services in any communication with the User constitute technical information only, not a warranty.

8. **LIMITATION OF LIABILITY.** To the extent permitted by applicable law, in no event shall TELEVES or its licensors assume any liability for personal injury, consequential or lost profits, loss of income, profits or data, business interruption, or for special, direct, indirect, consequential, incidental or punitive damages, regardless of the reason for such damages and the content of your liability, or which arise from or are related to the use of the Software or the inability to use it, including those for which they arise and the content of your liability, incidental or punitive damages, regardless of the reason for such damages and the content of your liability, or that arise from or are related to the use of the Software or the inability to use it, even in those cases in which TELEVES or its licensors have been advised of the possibility of suffering such damages. TELEVES shall also not be liable for damages arising from deficient or incorrect configurations (including those that do not include sufficient - or any type of - password protection) of connections (including, but not limited to, broadband connections, such as ADSL, cable/DOCSIS and fibre optics, as well as VoIP or SIP connections), nor for costs (including connection charges) related to the Software supplied or arising from incorrect installations. The total maximum amount liability of TELEVES, its affiliates, licensors and its representatives, for all claims and damages related in any way to this agreement, in the aggregate and regardless of the form of action, shall be limited to the total amount paid by the User for the licence of the Software that caused the damage or is subject to claim, as stipulated in this Agreement. The foregoing limitations shall apply even in cases where the foregoing warranty fails to its essential purpose.

9. **TERMINATION AND EARLY TERMINATION.** This Agreement is effective until terminated. The User may terminate this Agreement early at any time by destroying all copies of the Software. TELEVES may terminate this Agreement at any time and without prior notice, when the User has not complied with any of the provisions herein. Upon termination of the Agreement for any reason, the User shall cease using the licensed Software and shall destroy all copies of the Software installed, including the backup copy.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by Spanish law, and the parties submit to the courts and tribunals of the city of Santiago de Compostela (A Coruña - Spain), expressly waiving any other jurisdiction that may correspond to them.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, this Agreement shall remain valid without such provision, and such provision shall be deemed to be restated to reflect the will of the parties as inferred from the remainder of the Agreement and proper usage in this type of Agreement, in accordance with applicable law and, in particular, the rules of substantive law which shall apply to integrate the unenforceable provision of the Agreement.

12. **INTEGRATION.** This Agreement constitutes the entire and complete agreement between the User and TELEVES in relation to the present matter. It supersedes all prior oral or written communications, proposals, representations and warranties and supersedes any conflicting or additional terms of any statement, order, acceptance, or other communication between the parties relating to this matter during the term of this Agreement. This Agreement may only be modified in writing by the signatures of the authorized representatives of the Parties. In the event of a conflict between this Agreement and an Order, the Order shall prevail with respect to the Products or Services ordered hereunder. The terms of any purchase order or similar document of the Customer or User are excluded and such terms shall not apply to the Order for Products or Services and shall not supplement or modify this Agreement.

13. **DATA PROTECTION.** The user expressly authorises TELEVES to include in its files and process all personal data provided for the execution of this End User Licence Agreement. This data shall remain in the files of TELEVES, and the user who is the owner of the personal data or his/her legal representative may exercise the rights of access, rectification, cancellation and opposition in accordance with current legislation, by means of written communication sent by e-mail to dpo@televescorporation.com, accompanied by a document accrediting the identity and, where applicable, of the representation of the user, providing the details necessary to process the request.

2022 © Televes S.A.U. All rights reserved. www.televes.com

Open Source software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, even without the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

All copyrights are further identified in the source code of the Open Source software.

Anyone may obtain the source code of the Open Source Software components on a data carrier by sending a request to our customer service department at the following address within three years after distribution of the product by TELEVES or at least as long as TELEVES provides support and spare parts for the product:



License Agreement & Third party Software Declaration

EULA03220006

TELEVÉS, S.A.U.
IP Division
Rúa Benéfica, de Conxo 17 -15706- Santiago de Compostela, España

"Source Code TELEVES 100002"

Costs and expenses incurred for the creation and delivery of the data carrier will be charged. Full Open Source Software documentation, licence conditions and copyright notices can be retrieved from the source code of the Open Source Software.

All third-party software is provided "as is" and in its current state. Any warranty, express or implied, especially the warranty of market maturity or fitness for a particular purpose is excluded.

It shall in no event give rise to any liability of your personnel for any direct, indirect, incidental, special, exemplary or consequential damages (this provision applies primarily to the procurement of substitute goods or services, loss of applicability, data or profits or operational failures), irrespective of the cause of such damages or the theory of liability on which they are based, be it contractual liability, liability independent of negligence or fault, or civil liability (including negligence and others). Liability for damages arising from the use of the software is also excluded, even if the possibility of such damages has been indicated.

Televes S.A.U.
Rúa Benéfica de Conxo, 17
15706 - Santiago de Compostela (A Coruña) Galicia - Spain
Phone: +34 981 52 22 00
Fax: +34 981 52 22 62
E-Mail: asistenciatecnica@televes.com

This software may contain third party software under the following licenses and notices:

Licenses of Android version

Android SDK

Copyright (C) 2014 The Android Open Source Project

Provided for Informational Purposes Only

Apache 2.0 License

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>

THIS CODE IS PROVIDED ON AN *AS IS* BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT.

See the Apache Version 2.0 License for specific language governing permissions and limitations under the License.

Android Support Library

Copyright (C) 2015 The Android Open Source Project

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

Material Components for Android

Licensed under the Apache License, Version 2.0 (the "License");
you may not use this file except in compliance with the License.



License Agreement & Third party Software Declaration

EULA03220006

You may obtain a copy of the License at

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

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

Apache License

Version 2.0, January 2004

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

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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



License Agreement & Third party Software Declaration

EULA03220006

of the date such litigation is filed.

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

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

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

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

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

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

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

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

END OF TERMS AND CONDITIONS

Licenses of IOS version

Licensing WebKit

WebKit is open source software with portions licensed under the LGPL and BSD licenses available here.
GNU LIBRARY GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1991 Free Software Foundation, Inc.
51 Franklin St, 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 library GPL. It is
numbered 2 because it goes with version 2 of the ordinary GPL.)



License Agreement & Third party Software Declaration

EULA03220006

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 Library General Public License, applies to some specially designated Free Software Foundation software, and to any other libraries whose authors decide to use it. You can use it for your libraries, 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 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 a program 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.

Our method of protecting your rights has two steps: (1) copyright the library, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the library.

Also, for each distributor's protection, we want to make certain that everyone understands that there is no warranty for this free library. If the library is modified by someone else and passed on, we want its recipients to know that what they have is not the original version, 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 companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

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, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Library 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



License Agreement & Third party Software Declaration

EULA03220006

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.



License Agreement & Third party Software Declaration

EULA03220006

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 compile 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) 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.
- c) 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.
- d) 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 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.

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



License Agreement & Third party Software Declaration

EULA03220006

granted herein. You are not responsible for enforcing compliance by third parties to 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 Library General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

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

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License).

To apply these terms, attach the following notices to the library. 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.

WebKit open source web browser engine.
Copyright (C) 2015 Apple, Inc.

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Library General Public License as published by the Free Software Foundation; either



License Agreement &
Third party Software Declaration

EULA03220006

version 2 of the License, or (at your option) any later version.

This library 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 Library General Public License for more details.

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

Copyright (C) 2009 Apple Inc. All rights reserved.

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

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

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

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

MBProgressHUD

This code is distributed under the terms and conditions of the MIT license.

Copyright (c) 2009-2015 Matej Bukovinski

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.

ZIPFoundation

MIT License

Copyright (c) 2017-2021 Thomas Zoechling (<https://www.peakstep.com>)

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



License Agreement & Third party Software Declaration

EULA03220006

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.

Licenses of Windows or MACOS version

hidapi-1.1_LICENSE

HIDAPI can be used under one of three licenses.

1. The GNU Public License, version 3.0, in LICENSE-gpl3.txt
2. A BSD-Style License, in LICENSE-bsd.txt.
3. The more liberal original HIDAPI license. LICENSE-orig.txt

The license chosen is at the discretion of the user of HIDAPI. For example:

1. An author of GPL software would likely use HIDAPI under the terms of the GPL.

2. An author of commercial closed-source software would likely use HIDAPI under the terms of the BSD-style license or the original HIDAPI license.

-hidapi-1.1_LICENSE-orig.txt

HIDAPI - Multi-Platform library for
communication with HID devices.

Copyright 2009, Alan Ott, Signal 11 Software.
All Rights Reserved.

This software may be used by anyone for any reason so
long as the copyright notice in the source files
remains intact.

Inno Setup License
=====

Except where otherwise noted, all of the documentation and software included in the Inno Setup package is copyrighted by Jordan Russell.

Copyright (C) 1997-2019 Jordan Russell. All rights reserved.
Portions Copyright (C) 2000-2019 Martijn Laan. All rights reserved.

This software is provided ''as-is,'' without any express or implied warranty. In no event shall the author be held liable for any damages arising from the use of this software.

Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter and redistribute it, provided that the following conditions are met:

1. All redistributions of source code files must retain all copyright notices that are currently in place, and this list of conditions without modification.
2. All redistributions in binary form must retain all occurrences of the above copyright notice and web site addresses that are currently in place (for example, in the About boxes).
3. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software to distribute a product, an acknowledgment in the product documentation would be appreciated but is not required.
4. Modified versions in source or binary form must be plainly marked as such, and must not be misrepresented as being the original software.

Jordan Russell
jr-2010 AT jrsoftware.org
<http://www.jrsoftware.org/>

Java SE (8u202 and earlier)

Oracle Binary Code License Agreement for the Java SE Platform Products and JavaFX

ORACLE AMERICA, INC. (''ORACLE''), FOR AND ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES UNDER COMMON CONTROL, IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS

License Agreement &
Third party Software Declaration



EULA03220006

CONTAINED IN THIS BINARY CODE LICENSE AGREEMENT AND SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT"). PLEASE READ THE AGREEMENT CAREFULLY. BY SELECTING THE "ACCEPT LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND/OR BY USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND AGREE TO THEM. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, THEN SELECT THE "DECLINE LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND YOU MUST NOT USE THE SOFTWARE ON THIS SITE OR ANY OTHER MEDIA ON WHICH THE SOFTWARE IS CONTAINED.

DEFINITIONS. "Software" means the software identified above in binary form that you selected for download, install or use (in the version You selected for download, install or use) from Oracle or its authorized licensees and/or those portions of such software produced by jlink as output using a Program's code, when such output is in unmodified form in combination, and for sole use with, that Program, as well as any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Oracle, and any user manuals, programming guides and other documentation provided to you by Oracle under this Agreement. The Java Linker (jlink) is available with Java 9 and later versions. "General Purpose Desktop Computers and Servers" means computers, including desktop and laptop computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing, and office suite productivity tools). The use of Software in systems and solutions that provide dedicated functionality (other than as mentioned above) or designed for use in embedded or function-specific software applications, for example but not limited to: Software embedded in or bundled with industrial control systems, wireless mobile telephones, wireless handheld devices, kiosks, TV/STB, Blu-ray Disc devices, telematics and network control switching equipment, printers and storage management systems, and other related systems are excluded from this definition and not licensed under this Agreement. "Programs" means (a) Java technology applets and applications intended to run on the Java Platform, Standard Edition platform on Java-enabled General Purpose Desktop Computers and Servers; and (b) JavaFX technology applications intended to run on the JavaFX Runtime on JavaFX-enabled General Purpose Desktop Computers and Servers. "Java SE LIUM" means the Licensing Information User Manual "Oracle Java SE and Oracle Java Embedded Products Document accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. "Commercial Features" means those features that are identified as such in the Java SE LIUM under the "Description of Product Editions and Permitted Features" section.

LICENSE TO USE. Subject to the terms and conditions of this Agreement including, but not limited to, the Java Technology Restrictions of the Supplemental License Terms, Oracle grants you a non-exclusive, non-transferable, limited license without license fees to reproduce and use internally the Software complete and unmodified for the sole purpose of running Programs. THE LICENSE SET FORTH IN THIS SECTION 2 DOES NOT EXTEND TO THE COMMERCIAL FEATURES. YOUR RIGHTS AND OBLIGATIONS RELATED TO THE COMMERCIAL FEATURES ARE AS SET FORTH IN THE SUPPLEMENTAL TERMS ALONG WITH ADDITIONAL LICENSES FOR DEVELOPERS AND PUBLISHERS.

RESTRICTIONS. Software is copyrighted. Title to Software and all associated intellectual property rights is retained by Oracle and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that the Software is developed for general use in a variety of information management applications; it is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If you use the Software in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. Oracle disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Oracle or its licensors is granted under this Agreement. Additional restrictions for developers and/or publishers licenses are set forth in the Supplemental License Terms.

DISCLAIMER OF WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

LIMITATION OF LIABILITY. IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

TERMINATION. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Oracle if you fail to comply with any provision of this Agreement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. Upon termination, you must destroy all copies of Software.

EXPORT REGULATIONS. You agree that U.S. export control laws and other applicable export and import laws govern your use of the Software, including technical data; additional information can be found on Oracle's Global Trade Compliance web site (<http://www.oracle.com/us/products/export>). You agree that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

TRADEMARKS AND LOGOS. You acknowledge and agree as between you and Oracle that Oracle owns the ORACLE and JAVA trademarks and all ORACLE- and JAVA-related trademarks, service marks, logos and other brand designations ("Oracle Marks"), and you agree to comply with the Third Party Usage Guidelines for Oracle Trademarks currently located at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>. Any use you make of the Oracle Marks inures to Oracle's benefit.

U.S. GOVERNMENT LICENSE RIGHTS. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation shall be only those set forth in this Agreement.

GOVERNING LAW. This agreement is governed by the substantive and procedural laws of California. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco, or Santa Clara counties in California in any dispute arising out of or relating to this agreement.

SEVERABILITY. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in

**License Agreement &
Third party Software Declaration**



EULA03220006

effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

INTEGRATION. This Agreement is the entire agreement between you and Oracle relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

SUPPLEMENTAL LICENSE TERMS

These Supplemental License Terms add to or modify the terms of the Binary Code License Agreement. Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Binary Code License Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Binary Code License Agreement, or in any license contained within the Software.

A. **COMMERCIAL FEATURES.** You may not use the Commercial Features for running Programs, Java applets or applications in your internal business operations or for any commercial or production purpose, or for any purpose other than as set forth in Sections B, C, D and E of these Supplemental Terms. If You want to use the Commercial Features for any purpose other than as permitted in this Agreement, You must obtain a separate license from Oracle.

B. **SOFTWARE INTERNAL USE FOR DEVELOPMENT LICENSE GRANT.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Java SE LIUM incorporated herein by reference, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the Software complete and unmodified for the purpose of designing, developing, and testing your Programs.

C. **LICENSE TO DISTRIBUTE SOFTWARE.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Java SE LIUM, including, but not limited to the Java Technology Restrictions and Limitations on Redistribution of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute the Software, provided that (i) you distribute the Software complete and unmodified and only bundled as part of, and for the sole purpose of running, your Programs, (ii) the Programs add significant and primary functionality to the Software, (iii) you do not distribute additional software intended to replace any component(s) of the Software, (iv) you do not remove or alter any proprietary legends or notices contained in the Software, (v) you only distribute the Software subject to a license agreement that: (a) is a complete, unmodified reproduction of this Agreement; or (b) protects Oracle's interests consistent with the terms contained in this Agreement and that includes the notice set forth in Section H, and (vi) you agree to defend and indemnify Oracle and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software. The license set forth in this Section C does not extend to the Software identified in Section G.

D. **LICENSE TO DISTRIBUTE REDISTRIBUTABLES.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Java SE LIUM, including but not limited to the Java Technology Restrictions and Limitations on Redistribution of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the Java SE LIUM (''Redistributables'') provided that: (i) you distribute the Redistributables complete and unmodified, and only bundled as part of Programs, (ii) the Programs add significant and primary functionality to the Redistributables, (iii) you do not distribute additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the applicable Java SE LIUM), (iv) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (v) you only distribute the Redistributables pursuant to a license agreement that: (a) is a complete, unmodified reproduction of this Agreement; or (b) protects Oracle's interests consistent with the terms contained in the Agreement and includes the notice set forth in Section H, (vi) you agree to defend and indemnify Oracle and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software. The license set forth in this Section D does not extend to the Software identified in Section G.

E. **DISTRIBUTION BY PUBLISHERS.** This section pertains to your distribution of the Java™ SE Development Kit Software (?JDK?) with your printed book or magazine (as those terms are commonly used in the industry) relating to Java technology (''Publication''). Subject to and conditioned upon your compliance with the restrictions and obligations contained in the Agreement, Oracle hereby grants to you a non-exclusive, nontransferable limited right to reproduce complete and unmodified copies of the JDK on electronic media (the ''Media'') for the sole purpose of inclusion and distribution with your Publication(s), subject to the following terms: (i) You may not distribute the JDK on a stand-alone basis; it must be distributed with your Publication(s); (ii) You are responsible for downloading the JDK from the applicable Oracle web site; (iii) You must refer to the JDK as Java™ SE Development Kit; (iv) The JDK must be reproduced in its entirety and without any modification whatsoever (including with respect to all proprietary notices) and distributed with your Publication subject to a license agreement that is a complete, unmodified reproduction of this Agreement; (v) The Media label shall include the following information: ?Copyright {\lbrack}YEAR{\rbrack}, Oracle America, Inc. All rights reserved. Use is subject to license terms. ORACLE and JAVA trademarks and all ORACLE- and JAVA-related trademarks, service marks, logos and other brand designations are trademarks or registered trademarks of Oracle in the U.S. and other countries.? {\lbrack}YEAR{\rbrack} is the year of Oracle's release of the Software; the year information can typically be found in the Software's ?About? box or screen. This information must be placed on the Media label in such a manner as to only apply to the JDK; (vi) You must clearly identify the JDK as Oracle's product on the Media holder or Media label, and you may not state or imply that Oracle is responsible for any third-party software contained on the Media; (vii) You may not include any third party software on the Media which is intended to be a replacement



License Agreement & Third party Software Declaration

EULA03220006

or substitute for the JDK; (viii) You agree to defend and indemnify Oracle and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of the JDK and/or the Publication; ; and (ix) You shall provide Oracle with a written notice for each Publication; such notice shall include the following information: (1) title of Publication, (2) author(s), (3) date of Publication, and (4) ISBN or ISSN numbers. Such notice shall be sent to Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, California 94065 U.S.A , Attention: General Counsel.

F. JAVA TECHNOLOGY RESTRICTIONS. You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as 'java', 'javax', 'sun', 'oracle' or similar convention as specified by Oracle in any naming convention designation.

G. LIMITATIONS ON REDISTRIBUTION. You may not redistribute or otherwise transfer patches, bug fixes or updates made available by Oracle through Oracle Premier Support, including those made available under Oracle's Java SE Support program.

H. COMMERCIAL FEATURES NOTICE. For purpose of complying with Supplemental Term Section C.(v)(b) and D.(v)(b), your license agreement shall include the following notice, where the notice is displayed in a manner that anyone using the Software will see the notice:

Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. 'Commercial Features' means those features that are identified as such in the Licensing Information User Manual for Oracle Java SE and Oracle Java Embedded Products Document, accessible at <http://www.oracle.com/technetwork/java/javase/doc> under the 'Description of Product Editions and Permitted Features' section.

I. SOURCE CODE. Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement.

J. THIRD PARTY CODE. Additional copyright notices and license terms applicable to portions of the Software are set forth in the Java SE LIUM accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. In addition to any terms and conditions of any third party opensource/freeware license identified in the Java SE LIUM, the disclaimer of warranty and limitation of liability provisions in paragraphs 4 and 5 of the Binary Code License Agreement shall apply to all Software in this distribution.

K. TERMINATION FOR INFRINGEMENT. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

L. INSTALLATION AND AUTO-UPDATE. The Software's installation and auto-update processes transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects as a result of your Software download at <http://www.oracle.com/technetwork/java/javase/doc>

For inquiries please contact: Oracle America, Inc., 500 Oracle Parkway,

Redwood Shores, California 94065, USA.

Last updated 21 September 2017

iText, a free Java-PDF library 2.1.7

TIBCO Software Inc. has made modifications to certain files of the Original Code of this component. The Original Code is 'iText, a free JAVA-PDF library?', by Initial Developer, Bruno Lowagie, and Co-Developer, Paulo Soares.

This component and its modified and unmodified source code are licensed under the Mozilla Public License v1.1, a copy of which is included below. You may obtain a copy of the applicable source code at <http://jasperreports.sourceforge.net/maven2/com/lowagie/itext/> or by contacting TIBCO Software Inc.

MOZILLA PUBLIC LICENSE
Version 1.1

1. Definitions.

1.0.1. 'Commercial Use' means distribution or otherwise making the Covered Code available to a third party.

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



License Agreement & Third party Software Declaration

EULA03220006

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

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

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

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

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

1.8. "License" means this document.

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

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

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

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

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

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

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

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

2. Source Code License.

2.1. The Initial Developer Grant.

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

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original



License Agreement & Third party Software Declaration

EULA03220006

Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

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

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

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

2.2. Contributor Grant.

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

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

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

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

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

3. Distribution Obligations.

3.1. Application of License.

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

3.2. Availability of Source Code.

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



License Agreement & Third party Software Declaration

EULA03220006

ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

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

3.4. Intellectual Property Matters

(a) Third Party Claims.

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

(b) Contributor APIs.

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

(c) Representations.

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

3.5. Required Notices.

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

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this



License Agreement & Third party Software Declaration

EULA03220006

License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

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

4. Inability to Comply Due to Statute or Regulation.

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

5. Application of this License.

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

6. Versions of the License.

6.1. New Versions.

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

6.2. Effect of New Versions.

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

6.3. Derivative Works.

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

7. DISCLAIMER OF WARRANTY.

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

8. TERMINATION.

8.1. This License and the rights granted hereunder will terminate



License Agreement & Third party Software Declaration

EULA03220006

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

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

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

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

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

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

9. LIMITATION OF LIABILITY.

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

10. U.S. GOVERNMENT END USERS.

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

11. MISCELLANEOUS.

