

Oracle® Symphony Essentials

Licensing Information User Manual



F44997-13
February 2025



Copyright © 2020, 2025, Oracle and/or its affiliates.

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

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

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

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

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

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

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

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

Contents

Preface

1 Introduction

2 Licensing Information

Oracle MICROS Symphony, Essentials Edition	2-1
Third-Party Notices and/or Licenses	2-4

3 Licenses

Apache License	3-1
BSD-Style 3-Clause License	3-3
DigitalPersona Software License	3-4
Eclipse Public License Version 1.0	3-18
Eclipse Public License Version 2.0	3-21
GNU General Public License	3-25
GNU Lesser General Public License Version 2.1	3-29
ISC License	3-35
Microsoft Software License Terms	3-36
Microsoft Public License (Ms-PL)	3-56
Microsoft Software License Terms	3-59
Microsoft Software Supplemental License Terms	3-80
MIT License	3-90
OpenSSL License	3-90
Original SSLeay License	3-91
Other FOSS License	3-92
SQLite Encryption Extension Software License Agreement	3-93
The Universal Permissive License	3-96
VXN Software Terms of Use	3-97

Preface

This document contains licensing information for Oracle MICROS Symphony Cloud Service, Essentials Edition.

Audience

This document is intended for all users of Symphony Essentials.

Customer Support

To contact Oracle Customer Support, access the Customer Support Portal at:

<https://iccp.custhelp.com/>

When contacting Customer Support, please provide the following:

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

Documentation

Product documentation is available on the Oracle Help Center at <https://docs.oracle.com/en/industries/food-beverage/pos.html>.

Revision History

Date	Description of Change
September 2021	Initial publication for Release 19.3.
September 2022	Initial publication for Release 19.4.
November 2022	Updated the Licensing Information links in Oracle MICROS Symphony, Essentials Edition.
March 2023	Initial publication for Release 19.5.
August 2023	Added JavaScript Extension Toolkit (JET) 13.1.0 to the Third-Party Notices and/or Licenses Open Source Software or Other Separately Licensed Software table.
January 2024	Initial publication for Release 19.6. Updated the URL for Oracle Food and Beverage Cloud Services – Service Descriptions and Metrics in the Licensing Information chapter.

Date	Description of Change
February 2024	Added Axios Version 1.6.3 to the Third-Party Notices and/or Licenses Open Source Software or Other Separately Licensed Software table in the Licensing Information chapter.
May 2024	Updated the URL for Oracle Cloud Services contracts in the Licensing Information chapter.
September 2024	Initial publication for Release 19.7
February 2025	Initial publication for Release 19.8

1

Introduction

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

2

Licensing Information

This chapter provides the following licensing information for Symphony Essentials:

- Description of products.
- Prerequisite products.
- Entitled products and restricted use licenses.

Oracle MICROS Symphony, Essentials Edition

Subproduct	Licensing Information
Oracle MICROS Symphony Cloud Service, Essentials Edition, Point of Sale Part Number: B92673	<p>Product Editions and Permitted Features</p> <p>Handles the entire operational and transaction process.</p> <p>Prerequisite Products</p> <p>N/A</p> <p>Entitled Products and Restricted Use Licenses</p> <p>A license for Symphony Cloud Service, Essentials Edition contains a restricted-use license for Oracle Hospitality Reporting and Analytics Advanced Cloud Service and Oracle Hospitality Labor Management Cloud Service. Use of Oracle Hospitality Reporting and Analytics Advanced Cloud Service and Oracle Hospitality Labor Management Cloud Service is limited to use with Symphony Cloud Service, Essentials Edition and may not be used or deployed for other purposes.</p> <p>For cloud service information such as descriptions and entitlement details, go to https://www.oracle.com/contracts/cloud-services/ and search for the product.</p> <p>MySQL Enterprise Edition is included for use as the default point-of-sale client database for Microsoft Windows and Oracle Linux for MICROS. MySQL Enterprise Edition is restricted to use with Oracle MICROS Symphony Cloud Services.</p>

Subproduct	Licensing Information
<p>Oracle MICROS Symphony Transaction Services Cloud Service, Essentials Edition – Per Revenue Center</p> <p>Part Number: B92674</p>	<p>Product Editions and Permitted Features</p> <p>Enables integrations that extract configuration and transaction information and post transactions. This cloud service enables an unlimited number of end points to connect to a single Revenue Center.</p> <p>Prerequisite Products</p> <p>The following product is a prerequisite to use Symphony Transaction Services Cloud Service, Essentials Edition – Revenue Center:</p> <ul style="list-style-type: none"> • Oracle MICROS Symphony Cloud Service, Essentials Edition <p>Entitled Products and Restricted Use Licenses</p> <p>For cloud service information such as descriptions and entitlement details, go to https://www.oracle.com/contracts/cloud-services/ and search for the product.</p> <p>MySQL Enterprise Edition is included for use as the default point-of-sale client database for Microsoft Windows and Oracle Linux for MICROS. MySQL Enterprise Edition is restricted to use with Oracle MICROS Symphony Cloud Services.</p>
<p>Oracle MICROS Symphony Kitchen Display Cloud Service, Essentials Edition</p> <p>Part Number: B92681</p>	<p>Product Editions and Permitted Features</p> <p>Required for each Kitchen Display System (KDS) client connected to the Symphony Essentials system. This license is required even if the customer is using a non-Oracle KDS client solution.</p> <p>Prerequisite Products</p> <p>The following product is a prerequisite to use Symphony Kitchen Display Cloud Service:</p> <ul style="list-style-type: none"> • Oracle MICROS Symphony Cloud Service, Essentials Edition <p>Entitled Products and Restricted Use Licenses</p> <p>For cloud service information such as descriptions and entitlement details, go to https://www.oracle.com/contracts/cloud-services/ and search for the product.</p> <p>MySQL Enterprise Edition is included for use as the default point-of-sale client database for Microsoft Windows and Oracle Linux for MICROS. MySQL Enterprise Edition is restricted to use with Oracle MICROS Symphony Cloud Services.</p>

Subproduct	Licensing Information
Oracle MICROS Symphony Cloud Service, Essentials Edition, Non-Production Environment (For OPN Partners Only) Part Number: B92949	<p>Product Editions and Permitted Features Allows non-production activities, such as demonstrating product functionality, validating integrations, trialing new features, and reviewing new configuration options.</p> <p>Prerequisite Products The following product is a prerequisite to use Symphony Cloud Service, Non-Production Environment:</p> <ul style="list-style-type: none"> Oracle MICROS Symphony Cloud Service, Essentials Edition <p>Entitled Products and Restricted Use Licenses For cloud service information such as descriptions and entitlement details, go to https://www.oracle.com/contracts/cloud-services/ and search for the product. MySQL Enterprise Edition is included for use as the default point-of-sale client database for Microsoft Windows and Oracle Linux for MICROS. MySQL Enterprise Edition is restricted to use with Oracle MICROS Symphony Cloud Services.</p>

Oracle MICROS Symphony Additional Storage Add-ons

Subproduct	Licensing Information
Additional Transaction Storage Cloud Service, to total 2 years – Per Physical Location Part Number: B92569	<p>Product Editions and Permitted Features Extends storage to the limits published in https://www.oracle.com/contracts/cloud-services/ for the product.</p> <p>Prerequisite Products For cloud service information such as descriptions and entitlement details, go to https://www.oracle.com/contracts/cloud-services/ and search for the product.</p> <p>Entitled Products and Restricted Use Licenses N/A</p>
Additional Transaction Storage Cloud Service, to total 3 years – Per Physical Location Part Number: B92570	
Additional Transaction Storage Cloud Service, to total 4 years – Per Physical Location Part Number: B92571	
Additional Journal Storage Cloud Service, to total 2 years – Per Physical Location Part Number: B92572	
Additional Journal Storage Cloud Service, to total 3 years – Per Physical Location Part Number: B92573	
Additional Journal Storage Cloud Service, to total 4 years – Per Physical Location Part Number: B92574	
Additional Journal Storage Cloud Service, to total 7 years – Per Physical Location Part Number: B92575	

Subproduct	Licensing Information
Additional Journal Storage Cloud Service, to total 10 years – Per Physical Location Part Number: B92576	

Third-Party Notices and/or Licenses

Commercial Software

Commercial software products or components distributed in Oracle MICROS Symphony Essentials are identified in the following table, along with the applicable licensing information:

Provider	Component(s)	Licensing Information
Microsoft Corporation	ASP.NET Core Version 8.0.10	Copyright © .NET Foundation Contributors A copy of the License appears below. MIT License
DigitalPersona	Biometric Fingerprint Drivers/SDK for Windows Version 3.5.0	Copyright © DigitalPersona A copy of the License appears below. DigitalPersona Software License
Secure Transport (Datawire) Fiserv, Inc.	Datawire Secure Transport DLL API Version 5.6.7.0	Copyright © Secure Transport (Datawire) Fiserv, Inc. All rights reserved. VXN Software Terms of Use
Secure Transport (Datawire) Fiserv, Inc.	Datawire Secure Transport Linux API Version 5.6.6.0	Copyright © Secure Transport (Datawire) Fiserv, Inc. All rights reserved. VXN Software Terms of Use
Microsoft Corporation	Google Play Services ML Kit for .NET for Android Version 117.2.0.7	Copyright © .NET Foundation Contributors A copy of the License appears below. MIT License
Microsoft Corporation	Microsoft.AspNetCore.Identity.Core Version 2.2.4	Copyright © Microsoft Corporation A copy of the License appears below. Microsoft Software License Terms (MICROSOFT .NET LIBRARY)
Microsoft Corporation	Microsoft.AspNetCore.Mvc Version 5.3.0	Copyright © Microsoft Corporation A copy of the License appears below. Microsoft Software License Terms (MICROSOFT .NET LIBRARY)

Provider	Component(s)	Licensing Information
Microsoft Corporation	Microsoft.AspNet.Razor Version 3.3.0	Copyright © Microsoft Corporation A copy of the License appears below. Microsoft Software License Terms (MICROSOFT .NET LIBRARY)
Microsoft Corporation	Microsoft.AspNet.WebApi Version 5.3.0	Copyright © Microsoft Corporation A copy of the License appears below. Microsoft Software License Terms (MICROSOFT .NET LIBRARY)
Microsoft Corporation	Microsoft.AspNet.WebApi.Client Version 6.0.0	Copyright © Microsoft Corporation A copy of the License appears below. Microsoft Software License Terms (MICROSOFT .NET LIBRARY)
Microsoft Corporation	Microsoft.AspNet.WebApi.Core Version 5.3.0	Copyright © Microsoft Corporation A copy of the License appears below. Microsoft Software License Terms (MICROSOFT .NET LIBRARY)
Microsoft Corporation	Microsoft.AspNet.WebApi.WebHost Version 5.3.0	Copyright © Microsoft Corporation A copy of the License appears below. Microsoft Software License Terms (MICROSOFT .NET LIBRARY)
Microsoft Corporation	Microsoft.AspNet.WebPages Version 3.3.0	Copyright © Microsoft Corporation A copy of the License appears below. Microsoft Software License Terms (MICROSOFT .NET LIBRARY)
Microsoft Corporation	Microsoft.Web.Infrastructure Version 2.0.0	Copyright © Microsoft Corporation All rights reserved. A copy of the License appears below. Microsoft Software License Terms
Microsoft Corporation	.NET Runtime Version 8.0.10	Copyright © .NET Foundation Contributors A copy of the License appears below. MIT License

Open Source Software or Other Separately Licensed Software

Required notices for open source or other separately licensed software products or components distributed in Symphony Essentials are identified in the following table along with the applicable licensing information. Additional notices and/or licenses may be found in the included documentation or readme files of the individual third party open source software.

Hospitality Product	Component(s)	Licensing Information
Oracle Hospitality Symphony Essentials	Adyen API Library for .NET Version 13.1.0	Copyright © 2017 Adyen A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	Axios Version 1.6.3	Copyright © 2014-present Matt Zabriskie & Collaborators A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	CEFSharp Version 125.0.210	Copyright © The CefSharp Authors Copyright © 2015 The Chromium Authors All rights reserved. A copy of the License appears below. BSD-Style 3-Clause License
Oracle Hospitality Symphony Essentials	Chromium Embedded Framework (CEF) Version 125.0.21+gc8b1a8c+chromium-125.0.6422.142	Copyright © 2008-2013 Marshall A. Greenblatt Portions Copyright © 2006-2009 Google Inc. Copyright © 2015 The Chromium Authors All rights reserved. A copy of the License appears below. BSD-Style 3-Clause License
Oracle Hospitality Symphony Essentials	ClearScript Version 7.4.2	Copyright © Microsoft Corporation All rights reserved. A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	cropper.js Version 1.6.2	Copyright © 2015-Present Chen Fengyuan A copy of the License appears below. MIT License

Hospitality Product	Component(s)	Licensing Information
Oracle Hospitality Symphony Essentials	D3 Version 7.9.0	Copyright © 2010-2023 Mike Bostock All rights reserved. A copy of the License appears below. ISC License BSD-Style 3-Clause License MIT License
Oracle Hospitality Symphony Essentials	Dapper Version 2.1.28	Copyright © Marc Gravell A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	Entity Framework Version 8.0.5	Copyright © .NET Foundation Contributors All rights reserved. A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	Entity Framework Version 8.0.6	Copyright © .NET Foundation Contributors All rights reserved. A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	Emissary-ingress Version 3.9.1	Copyright © 2021 Ambassador Labs All rights reserved. A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	GSON Version 2.11.0	Copyright © 2008-2018 Google Inc. A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	JavaScript Extension Toolkit (JET) Version 16.1.0	Copyright © 2014, 2024 Oracle and/or its affiliates A copy of the License appears below. The Universal Permissive License
Oracle Hospitality Symphony Essentials	JavaScript Extension Toolkit (JET) Version 17.0.1	Copyright © 2014, 2024 Oracle and/or its affiliates A copy of the License appears below. The Universal Permissive License

Hospitality Product	Component(s)	Licensing Information
Oracle Hospitality Symphony Essentials	jersey-container-servlet-core Version 3.1.8	Copyright © Eclipse Foundation A copy of the Licenses appear below. Eclipse Public License Version 2.0 GNU General Public License
Oracle Hospitality Symphony Essentials	jersey-hk2 Version 3.1.8	Copyright © Eclipse Foundation A copy of the Licenses appear below. Eclipse Public License Version 2.0 GNU General Public License
Oracle Hospitality Symphony Essentials	jersey-media-json-binding Version 3.1.8	Copyright © Eclipse Foundation A copy of the Licenses appear below. Eclipse Public License Version 2.0 GNU General Public License
Oracle Hospitality Symphony Essentials	jetty-ee10-servlet Version 12.0.12	Copyright © Eclipse Foundation A copy of the Licenses appear below. Eclipse Public License Version 2.0 Apache License
Oracle Hospitality Symphony Essentials	jetty-http Version 12.0.12	Copyright © Eclipse Foundation A copy of the Licenses appear below. Eclipse Public License Version 2.0 Apache License
Oracle Hospitality Symphony Essentials	jetty-server Version 12.0.12	Copyright © Eclipse Foundation A copy of the Licenses appear below. Eclipse Public License Version 2.0 Apache License
Oracle Hospitality Symphony Essentials	jetty-servlet Version 11.0.20	Copyright © Eclipse Foundation A copy of the Licenses appear below. Eclipse Public License Version 2.0 Apache License

Hospitality Product	Component(s)	Licensing Information
Oracle Hospitality Symphony Essentials	jetty-util Version 12.0.12	Copyright © Eclipse Foundation A copy of the Licenses appear below. Eclipse Public License Version 2.0 Apache License
Oracle Hospitality Symphony Essentials	jQuery Version 3.7.1	Copyright © OpenJS Foundation and other contributors, https://openjsf.org/ A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	jQuery UI Version 1.13.3	Copyright © OpenJS Foundation and other contributors, https://openjsf.org/ Copyright jQuery Foundation and other contributors, https://jquery.org/ A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	log4j-API Version 2.23.1	Copyright © 1999-2024 The Apache Software Foundation All rights reserved. A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	log4j-core Version 2.23.1	Copyright © 1999-2024 The Apache Software Foundation All rights reserved. A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	log4net Version 2.0.17	Copyright © 2004-2022 The Apache Software Foundation All rights reserved. A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	MailKit Version 3.6.0	Copyright © 2013-2023 .NET Foundation and Contributors A copy of the License appears below. MIT License

Hospitality Product	Component(s)	Licensing Information
Oracle Hospitality Symphony Essentials	MessagePack-CSharp Version 2.5.124	Copyright © 2017 Yoshifumi Kawai and contributors A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	Mono Version 6.12.0.206	Copyright © 2002-2014 Novell, Inc, Xamarin Inc and Contributors www.mono-project.com A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	My-FyiReporting Version 4.18	Copyright © 2014 fyiReporting Software, LLC and Majorsilence Reporting Copyright © 2017 Michael Jahn All rights reserved. A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	.NET Extensions Version 7.0.1	Copyright © .NET Foundation Contributors All rights reserved. A copy of the License appears below. Apache License MIT License
Oracle Hospitality Symphony Essentials	NewtonSoft.Json Version 13.0.3	Copyright © 2007 James Newton-King A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	NHibernate Version 5.5.0	Copyright © 1991, 1999 Free Software Foundation, Inc. A copy of the License appears below. GNU Lesser General Public License Version 2.1
Oracle Hospitality Symphony Essentials	OpenSSL Version 3.0.11	Copyright © 1998-2023 The OpenSSL Project Copyright © 1995-1998 Eric A. Young, Tim J. Hudson All rights reserved. A copy of the License appears below. Apache License

Hospitality Product	Component(s)	Licensing Information
Oracle Hospitality Symphony Essentials	OpenSSL Version 3.1.2	Copyright © 1998-2023 The OpenSSL Project Copyright © 1995-1998 Eric A. Young, Tim J. Hudson All rights reserved. A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	opentelemetry-dotnet Version 1.7.0	Copyright © Opentelemetry-Dotnet Authors A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	PakType Naqsh Version 4.1-2	Copyright Arkandis Digital Foundry, under GNU General Public Licence V2 and later, with font exception. Copyright © Pakistani Typography A copy of the License appears below. GNU General Public License Other FOSS License
Oracle Hospitality Symphony Essentials	qrcode-generator Version 1.4.4	Copyright © 2009 Kazuhiko Arase A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	QRCode Version 1.6.0	Copyright © 2013-2018 Raffael Herrmann A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	react-router-dom Version 6.14.2	Copyright © React Training LLC 2015-2019 Copyright © Remix Software Inc. 2020-2021 Copyright © Shopify Inc. 2022-2023 A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	Serilog Version 3.0.1	Copyright © 2013-2020 Serilog Contributors A copy of the License appears below. Apache License

Hospitality Product	Component(s)	Licensing Information
Oracle Hospitality Symphony Essentials	Serilog.AspNetCore Version 8.0.1	Copyright © 2019-2020 Serilog Contributors A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	Serilog.Extensions.Hosting Version 8.0.0	Copyright © 2019 Serilog Contributors A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	Serilog.Extensions.Logging Version 7.0.0	Copyright © 2013-2016 Serilog Contributors A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	Serilog.Settings.Configuration Version 7.0.0	Copyright © 2013-2016 Serilog Contributors A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	Serilog.Sinks.Console Version 6.0.0	Copyright © 2017 Serilog Contributors A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	Serilog.Sinks.File Version 6.0.0	Copyright © 2013-2017 Serilog Contributors A copy of the License appears below. Apache License
Oracle Hospitality Symphony Essentials	simple-keyboard Version 3.5.0	Copyright © 2019 Francisco Hodge and project contributors A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	SkiaSharp Version 2.88.7	Copyright © 2015-2016 Xamarin, Inc. Copyright © 2017-2018 Microsoft Corporation A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	StackExchange.Redis Version 2.6.90	Copyright © 2014 Stack Exchange A copy of the License appears below. MIT License

Hospitality Product	Component(s)	Licensing Information
Oracle Hospitality Symphony Essentials	System.Data.SQLite.Core Version 1.0.118.0	Copyright © Hwaci A copy of the License appears below. Other FOSS License
Oracle Hospitality Symphony Essentials	System.IdentityModel.Tokens.Jwt Version 6.32.1	Copyright © Microsoft Corporation A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	System.ServiceModel.Http Version 8.0.0	Copyright © Microsoft Corporation Copyright © .NET Foundation and Contributors A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	System.ServiceModel.Primitives Version 8.0.0	Copyright © Microsoft Corporation Copyright © .NET Foundation and Contributors A copy of the License appears below. MIT License
Oracle Hospitality Symphony Essentials	Valkey Version 7.2.5	Copyright © 2024-present, Valkey contributors Copyright © 2006-2020 Salvatore Sanfilippo All rights reserved. A copy of the License appears below. BSD-Style 3-Clause License
Oracle Hospitality Symphony Essentials	V8 javascript Engine Version 11.4.183	Copyright © 2014, the V8 project authors All rights reserved. A copy of the License appears below. BSD-Style 3-Clause License

3

Licenses

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.

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

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

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

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

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

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

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

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

2. **Grant of Copyright License.** Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.
3. **Grant of Patent License.** Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.
4. **Redistribution.** You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
 - (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
 - (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
 - (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
 - (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if Chapter 3 Licenses 3-3 provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of

Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. **Submission of Contributions.** Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
6. **Trademarks.** This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
7. **Disclaimer of Warranty.** Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NONINFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
8. **Limitation of Liability.** In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.
9. **Accepting Warranty or Additional Liability.** While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

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.

BSD-Style 3-Clause License

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

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the author nor the names of contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

DigitalPersona Software License

END USER LICENSE AGREEMENT FOR DIGITALPERSONA® SOFTWARE DEVELOPMENT KIT (SDK) PRODUCTS

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

1. License Grant

1.1 One Touch ID. Subject to the terms and conditions of this EULA, and subject to DigitalPersona's underlying Intellectual Property Rights (as defined below) in and to the Software Product: If You license One Touch ID, DigitalPersona grants to You a limited, non-transferable, and non-exclusive right to install and use the Software Product at Your premises; provided that Your intranet or other storage device is secured in such a manner as to prohibit access of the Software Product by unauthorized users, with the One Touch ID SDK, You may copy the Software Product to the hard disk of one (1) computer system only, or use the Software Product on Your network, provided that the number of developers in Your organization having access to or using the Software Product will not exceed one (1) or the number of valid licenses acquired by You which are still in force; and You may use, copy and redistribute to Your end users, in object code form, the files contained in the

"Redist" folder and incorporate these files into or redistribute these files with the Licensee Application;

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

1.3 One Touch ID, U.are.U SDK for Windows, U.are.U SDK for Linux, or U.are.U SDK for Windows CE. Subject to the terms and conditions of this EULA, and subject to DigitalPersona's underlying Intellectual Property Rights (as defined below) in and to the Software Product:

(a) You may use the Software Product to design, develop, and test a software application product (the "Licensee Application"), for use with the corresponding DigitalPersona Workstation Software (defined below) and the DigitalPersona fingerprint reader or module, or such other hardware/software package approved by DigitalPersona for use with the DigitalPersona SDK products. For purposes of this EULA a Licensee Application specifically excludes any type of software development tool designed, developed, licensed and/or distributed by You. You represent that each and every biometric fingerprint reader, fingerprint recognition algorithm and other software required by the Licensee Application for fingerprint recognition will be acquired from DigitalPersona or its authorized distributors. For purposes of this EULA, the DigitalPersona Workstation Software means the DigitalPersona software that is installed and used on a computer, terminal or other digital electronic device (each a "Workstation") and that provides fingerprint authentication functionality.

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

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

1.4 Special Requirements for the SDK for Linux. If You license the SDK for Linux, You acknowledge that the use of the SDK for Linux requires the use of certain third party software listed in the accompanying documentation. Unless otherwise specifically agreed by DigitalPersona in writing signed by an officer of DigitalPersona, You shall be solely responsible with respect to obtaining the necessary licenses and consents and bearing the costs to license all such third party software.

2. License Restrictions. You acknowledge and represent that the Licensee Application shall not be used, under any circumstances, with fingerprint recognition hardware and software other than a DigitalPersona product. Except as otherwise permitted herein, You: (i) may not, or cause or permit a third party to reproduce, distribute, redistribute, sublicense, loan, rent or lease, all or any portion of the Software Product, including but not limited to, the bundling of the Software Product or portions thereof with any fingerprint recognition product not authorized by DigitalPersona; (ii) except as otherwise provided herein, shall not reverse engineer, decompile, disassemble, or attempt to access or discover the underlying source code of the Software Product or portions thereof; (iii) may not utilize the Software Product to create or develop (or cause or permit third parties to create or

develop), any products which compete with DigitalPersona products; (iv) may not link the Software Product to any third party code that is licensed under any version of the GNU General Public License, the Affero General Public License or the GNU Lesser General Public License in such a manner as to require the Software Product to be distributed under any version of the GNU General Public License, Affero General Public License or the GNU Lesser General Public License, or develop any Licensee Application that is required to be distributed under the terms of any version of the GNU General Public License or Affero General Public License; (v) are prohibited by U.S. export regulations from using any DigitalPersona products to develop cryptographic or encryption capabilities or using any DigitalPersona products to develop items controlled for encryption capability or controlled for national security reasons. You shall promptly notify DigitalPersona if any of the foregoing restrictions have been breached and You shall defend, indemnify and hold harmless DigitalPersona from and against any and all costs, expenses, damages and claims arising out of such violation.

3. **Ownership of the Software Product.** The Software Product (including any updates, upgrades, modifications and revisions) is protected by intellectual property and copyright laws and treaties worldwide, and may contain trade secrets of DigitalPersona or its suppliers, who have and maintain exclusive right, title and interest in and to the Software Product and the Sample Derivatives, and reserve and retain all rights not expressly granted to You under this EULA. You agree not to remove or obscure any copyright, trademark or patent notices that appear on any of the Software Product as delivered to you. Subject to DigitalPersona's underlying rights in and to the Software Product and portions thereof, You shall own all Intellectual Property Rights (as defined below) in and to the Licensee Application.
4. **Covenant to Facilitate Development.** You acknowledge and agree not to enforce or assert any intellectual property rights (including, without limitation, all rights now held or hereafter created or acquired, whether arising under the laws of the United States or any other country, for any patents, copyrights or trade secrets (collectively, the "Intellectual Property Rights")), in any Licensee Application or derivatives thereof in a manner which in any way limits the development, use and distribution by DigitalPersona or its licensees of the Software Product.
5. **Support.** DigitalPersona may offer support services related to the Software Product ("Support Services"). Receipt of Support Services is contingent upon Your agreement to then-current DigitalPersona support terms and conditions available at www.digitalpersona.com/support. Any supplemental Software Product code provided to You as a part of Support Services shall be deemed part of the Software Product and subject to the terms of this EULA. With respect to any technical information You provide while using Support Services, DigitalPersona may use such information for its business purposes, including without limitation, general product support and development. DigitalPersona will not use such technical information in a form or manner that personally identifies You.
6. **Limited Warranty; Disclaimer of Warranties.** If DigitalPersona provided the Software Product to You on tangible media, DigitalPersona represents that such media in the form originally received by You and under normal use, will be free from defects in material and workmanship, for a period of ninety (90) days from the ship date of original Software Product You acquired as shown on Your receipt or similar proof of payment (the "Warranty Period"). EXCEPT FOR THE LIMITED WARRANTIES ABOVE, DIGITALPERSONA AND ITS DISTRIBUTORS OR RESELLERS MAKE NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIM ALL WARRANTIES OF EVERY TYPE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, SUPPORT SERVICES, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH REGARDS TO THE SOFTWARE PRODUCT. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED

BY LAW, THE DURATION OF SAID IMPLIED WARRANTIES IS LIMITED TO NINETY (90) DAYS FROM THE DATE OF PURCHASE.

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

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

7. **Hazardous Use.** The Software Product, DigitalPersona fingerprint reader or module, or DigitalPersona Workstation Software are not designed, made, or intended for use in an application, or in development of Licensee Application, where failure, malfunction or inaccuracy of any of such products may cause death or serious bodily injury, including, without limitation, use in medical equipment, nuclear facilities, aircraft operation, air traffic control, or life support. Any such use is prohibited. Customer agrees that neither DigitalPersona nor its suppliers, distributors or resellers will be liable, in whole or in part, for any claims, losses, costs or damages arising out of or in connection with the use and performance of the Software Product in such applications.
8. **Indemnification.** You shall defend, indemnify and hold harmless DigitalPersona against any claims, actions, losses, damages, costs and expenses (including attorney fees) arising out of and/or action brought against DigitalPersona as a result of: (i) a claim based upon an actual or alleged infringement of an intellectual property right of a third party arising from or related to the Licensee Application; (ii) any modification and/or enhancement to the Sample Code made by or for You; (iii) any distribution of all or a portion of the Software Product in breach of the limited license granted to You hereunder; and (iv) Your breach of the restrictions set forth in Section 2 and Section 7; provided that DigitalPersona reasonably cooperates with You (at Your expense) in the defense or settlement of such action or claim. You shall have control of the defense and all settlement negotiations, provided that You may not enter into a settlement providing for any restriction on DigitalPersona or the DigitalPersona technology without DigitalPersona's prior written consent, and provided further that DigitalPersona shall have the right to be represented by its own attorney at DigitalPersona's expense.
9. **LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DIGITALPERSONA AND ITS EMPLOYEES, CONTRACTORS, SUPPLIERS, LICENSORS, DISTRIBUTORS OR RESELLERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER IN TORT, PRODUCT LIABILITY AND/OR NEGLIGENCE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, PRIVACY OR CONFIDENTIALITY, BREACH OF SECURITY SYSTEMS OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATING IN ANY WAY TO, THE USE OF, OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF DIGITALPERSONA AND ITS EMPLOYEES, CONTRACTORS, SUPPLIERS, LICENSORS, DISTRIBUTORS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SOFTWARE PRODUCT IS SUPPLIED "AS IS", AND THE ENTIRE RISK OF ACCURACY AND SATISFACTORY PERFORMANCE IS WITH YOU. DIGITALPERSONA AND ITS DISTRIBUTORS OR RESELLERS DO NOT GUARANTEE THAT THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS OR ALL REQUIREMENTS OF THE SOFTWARE OR HARDWARE WITH WHICH THEY INTERACT. IN ANY CASE,

DIGITALPERSONA'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THIS SOFTWARE PRODUCT OR US\$100.00, WHICHEVER IS GREATER.

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

11. GENERAL TERMS

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

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

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

You hereby represent and warrant that You shall not:

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

(b) act in any fashion or take any action or permit or authorize any action which will render DigitalPersona liable for a violation of the "U.K. Bribery Act of 2010," which prohibits: (i) the offering, giving or promising to offer or give, directly or indirectly, money or anything of value or other advantage to another person with the intent to induce a person to perform improperly a relevant function or activity; or reward a person for the improper performance

of a relevant function or activity; (ii) requesting, agreeing to accept or accepting money or anything of value or other advantage in return for the improper performance of a relevant function or activity; or (iii) the influencing of a foreign public official by the offering, giving or promising to offer or give, directly or indirectly, money or anything of value or other advantage to a foreign public official or to another person at a foreign public official's request, assent or acquiescence in order to obtain or retain business or an advantage in the conduct of business. The "U.K. Bribery Act of 2010" applies both to bribery in the private and public sector, directly or indirectly (i.e. through a third party), improper facilitation payments, and to relevant functions or activities performed outside the U.K.; or

(c) violate or cause DigitalPersona to violate such Acts in connection with the sale or distribution of products and/or services; and if You are a non-governmental entity, You will notify DigitalPersona in writing if any of its owners, partners, principals, and officers are or become during the term of this Agreement officials, officers or representatives of any government or political party or candidate for political office outside the United States and are responsible for a decision regarding obtaining or retaining business for products by such government.

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

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

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

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

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

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

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

SDK EULA_Elec_120828

END USER LICENSE AGREEMENT FOR DIGITALPERSONA® SOFTWARE DEVELOPER KIT (SDK) PRODUCTS

SECURE EIKON® SDK

SECURE TOUCHCHIP® MODULE SDK

IMPORTANT – READ CAREFULLY

YOU MAY NOT INSTALL OR USE THIS DIGITALPERSONA SOFTWARE PRODUCT UNLESS YOU HAVE CAREFULLY READ THE TERMS AND CONDITIONS SET FORTH BELOW AND INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS BY CHECKING THE “I HAVE READ AND AGREE” BUTTON.

BY INSTALLING, DOWNLOADING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA.

THIS SOFTWARE PRODUCT IS SUBJECT TO FIELD OF USE RESTRICTIONS. SEE APPENDIX A FOR DETAILS OF THE FIELD OF USE RESTRICTIONS. If Your application, or product You intend to develop with the Software Product, or product You intend to distribute with any part of the Software Product, does not comply with the Field of Use Restrictions set forth in Appendix A, DO NOT PURCHASE, INSTALL, COPY OR USE THE SOFTWARE PRODUCT.

This DIGITALPERSONA END USER LICENSE AGREEMENT (the “EULA”) is a legal agreement between You either as an individual or as an authorized representative of a business entity (hereafter referred to as “You” and/or “Your”) and DigitalPersona, Inc. (“Licensor”). Licensor is willing to license to You the DigitalPersona software product accompanying this EULA, which may include, without limitation, fingerprint recognition software, fingerprint reader driver software, runtime binaries (including but not limited to plug-ins) that are compiled for distribution, library files, header files, supplemental software, associated media, printed materials and electronic documentation (“Software Product”), except as otherwise set forth in a written agreement signed by a duly authorized officer of Licensor. Software Product may also include any updates and upgrades, associated firmware, add-on components, media, manuals, user guides, stencils, templates, shapes, symbols, web services and/or supplements that Licensor may provide to You or make available to You, or that

You obtain from the use of features or functionality of the Software Product, after the date You obtain Your initial copy of the Software Product (whether by delivery of a CD, permitted downloading from the Internet or a dedicated web site, or otherwise), to the extent that such items are not accompanied by a separate license agreement or terms of use.

1. LICENSE GRANT – SECURE EIKON SDK and SECURE TOUCHCHIP MODULE SDK

1.1 Subject to the terms and conditions of this EULA and Your payment of all applicable fees for the Software Product, Licensor and its suppliers hereby grant to You, and You

hereby accept a nonexclusive license to install and use Software Product at Your premises.

Provided that Your intranet or other storage device is secured in such manner as to prohibit access of the Software Product by unauthorized users, You may copy the Software Product to the hard disk of a computer system, or use the Software Product on Your network.

1.2 You may use the Software Product to design, evaluate, develop, and test a software application product (the "Developer Application"), for use with the corresponding Licensor fingerprint reader or module on a Workstation (defined below), or such other hardware/software package approved by Licensor for use with the Software Product. A Developer Application specifically excludes any type of software development tool designed, developed, licensed and/or distributed by You without prior written consent by Licensor. For purposes of this EULA, a Workstation means a computer, terminal or other digital electronic device that provides fingerprint authentication functionality.

1.3 You represent that each and every biometric fingerprint reader required by the Developer Application for fingerprint recognition enabled by the Software Product will be a Licensor product acquired from Licensor or its authorized distributors.

2. **ADDITIONAL LICENSE RIGHTS - REDISTRIBUTABLE CODE.** In addition to the rights granted in Section 1, certain portions of the Software Product are redistributable by You as part of Your copyrighted Developer Application. These additional license rights are conditioned upon Your compliance with the distribution requirements and license restrictions described in Section 3.

2.1 **Sample Code.** You may (i) use and modify the source code located in the Software Product's "Samples" folder and "SimpleCommLib" folder (together, the "Sample Code") and create derivatives thereof (the "Sample Derivatives") for the sole purposes of designing, developing, testing and distributing Developer Application, and (ii) reproduce and distribute the Sample Derivatives in object code form only, and only as incorporated into the Developer Application. For applicable redistribution requirements for Sample Derivatives, see Section 3.1 below.

2.2 **Redistributable Code.** Licensor grants You a nonexclusive right to reproduce and distribute the object code of any portion of the Software Product listed in the following folders ("Redistributable Code") within the applicable Software Product:

For Secure EIKON SDK: BSAPI\bin BSAPI\clients BSAPI\driver BSAPI\bclib\Bin

For Secure TouchChip Module SDK: bin\ driver\ BCLib\bin

For applicable redistribution requirements for Redistributable Code, see Section 3.1, below.

3. LICENSE RESTRICTIONS

3.1 **DISTRIBUTION REQUIREMENTS AND RESTRICTIONS.** If You choose to exercise Your rights under Section 2, any redistribution by You requires compliance with the following terms.

a. If You are authorized and choose to redistribute Sample Derivatives and/or Redistributable Code (together "Redistributable Object Codes"), as described in Section 2, You agree: (i) to distribute the Redistributable Object Codes only in object code form and in conjunction with and as a part of the Developer Application that adds significant and primary functionality to the Redistributable Object Codes; and (ii) to reproduce and include the copyright notice that appears in the Sample Code and Redistributable Code as provided by Licensor, and that You distribute the Developer Application incorporating the Redistributable Object Codes pursuant to terms no less restrictive than those set forth in this Agreement.

b. You also agree not to permit further distribution of the Redistributable Object Codes by Your end users except You may permit further redistribution of the Redistributable Object Codes by Your distributors to Your end-user customers if Your distributors only distribute the Redistributable Object Codes in conjunction with, and as part of, the Developer Application and You and Your distributors comply with all other terms of this EULA.

3.2. RESERVATION OF RIGHTS; GENERAL RESTRICTIONS. All rights not expressly granted by Licensor in this EULA are reserved.

Except as otherwise expressly provided under this EULA, You shall not, and shall not allow any third party to:

- a. transfer, assign, sublicense, resell, re-license or provide, lease, lend or allow access to the Software Product to any other person or entity, except as otherwise provided herein;
- b. make error corrections or create derivative works based upon the Software Product;
- c. copy (except to make a single back-up copy to replace an unusable copy of the Software Product), modify, prepare derivative works based upon, decompile, decrypt, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Software Product by any means whatsoever (except to the extent applicable laws specifically prohibit such restriction), disassemble or otherwise reduce the Software Product to human-readable form to gain access to trade secrets or confidential information in the Software Product;
- d. use the Software Product for timesharing, hosting or service bureau purposes;
- e. remove, obscure, or alter Licensor's (or its third party licensors') copyright notices, trademarks, or other proprietary rights notices affixed to or contained within the Software Product (and any copies thereof, including the back-up copy) or use such notices, trademarks or service marks for any other purpose;
- f. use the Software Product to develop and distribute any Licensor product in violation of the Use Restrictions set forth in Appendix A, Field of Use;
- g. provide or resell any portion of the Software Product or Licensor products to Licensor's competitors without prior written consent of Licensor;
- h. use the Software Product to enable or interface with any fingerprint recognition hardware other than a Licensor product;
- i. reproduce, distribute, redistribute, sublicense, loan, rent or lease, all or any portion of the Software Product, including but not limited to, the bundling of the Software Product or portions thereof with any fingerprint recognition product not authorized by Licensor;
- j. utilize the Software Product to create or develop (or cause or permit third parties to create or develop), any products which compete with Licensor products; or
- k. link the Software Product to any third party code that is licensed under any version of the GNU General Public License, the Affero General Public License or the GNU Lesser General Public License in such a manner as to require the Software Product to be distributed under any version of the GNU General Public License, Affero General Public License or the GNU Lesser General Public License, or develop any Developer Application that is required to be distributed under the terms of any version of the GNU General Public License or Affero General Public License.

You are prohibited by U.S. export regulations from using any Licensor products to develop cryptographic or encryption capabilities or using any Licensor products to develop items controlled for encryption capability or controlled for national security reasons. You shall promptly notify Licensor if any of the foregoing restrictions have been breached and You shall defend, indemnify and hold harmless Licensor from and against any and all costs, expenses, damages and claims arising out of such violation.

3.3 THIRD PARTY SOFTWARE. You acknowledge that the use of Software Product may require the use of certain third party software listed in the accompanying documentation. Unless otherwise specifically agreed by Licensor in writing signed by an officer of Licensor, You shall be solely responsible with respect to obtaining the necessary licenses and consents and bearing the costs to license all such third party software.

- 4. OWNERSHIP OF THE SOFTWARE PRODUCT.** The Software Product is licensed to You and not sold. The Software Product is protected by intellectual property and copyright laws and treaties worldwide, and may contain trade secrets of Licensor or its suppliers, who have and maintain exclusive right, title and interest in and to the Software Product and the Sample Derivatives, and reserve and retain all rights not expressly granted to You under this EULA. Subject to Licensor's underlying rights in and to the Software Product and portions thereof, You shall own all Intellectual Property Rights (as defined below) in and to the Developer Application.
- 5. COVENANT TO FACILITATE DEVELOPMENT.** You acknowledge and agree not to enforce or assert any intellectual property rights (including, without limitation, all rights now held or hereafter created or acquired, whether arising under the laws of the United States or any other country, for any patents, copyrights or trade secrets (collectively, the "Intellectual Property Rights")), in any Developer Application or derivatives thereof in a manner which in any way limits the development, use and distribution by Licensor or its licensees of the Software Product.
- 6. PROPRIETARY NOTICES; TRADEMARKS.** You agree to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software Product in the same form and manner that such copyright and other proprietary notices are included on the Software Product, including on any back-up copy of the Software Product. This EULA does not grant You any rights in connection with any trademarks or service marks of Licensor.
- 7. SUPPORT SERVICES.** Licensor may offer You with support services related to the Software Product ("Support Services") subject to Your payment of applicable fees, if any. Use and provision of Support Services, if any, is governed by a separate written agreement, Licensor policies and terms described in other Licensor-provided materials. Any supplemental software code provided to You as part of the Support Services is considered part of the Software Product and subject to the terms and conditions of this EULA.
- 8. CONFIDENTIALITY**

8.1 Confidential Information Definition. The term "Confidential Information" shall mean all nonpublic information, whether in intangible or tangible form that Licensor designates as being confidential or which, under the circumstances surrounding disclosure, You know or have reason to know should be treated as confidential, including without limitation, the terms and conditions of this Agreement. For purposes of this Agreement, Confidential Information includes, but is not limited to, the source code of the Software Product and any related documentation, guides, schematics, specifications or any other technical information relating to the Licensor products.

8.2 Obligation of Confidentiality. All Licensor products offered for sale, evaluation or provided as samples to You contain important and valuable intellectual property/ confidential information of Licensor. You agree not to disclose to any third party any Confidential Information received from Licensor with respect to the Software Product. You shall protect the Confidential Information as the You would protect Your own Confidential Information, but in no event with less than reasonable care.

- 9. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.** If Licensor provided the Software Product to You on tangible media, Licensor represents that such media in the form originally received by You and under normal use, will be free from defects in material and workmanship, for a period of ninety (90) days from the ship date of original Software

Product You acquired as shown on Your receipt or similar proof of payment (the "Warranty Period"). EXCEPT FOR THE LIMITED WARRANTIES ABOVE, Licensor AND ITS DISTRIBUTORS OR RESELLERS MAKE NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIM ALL WARRANTIES OF EVERY TYPE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, SUPPORT SERVICES, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH REGARDS TO THE SOFTWARE PRODUCT. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF SAID IMPLIED WARRANTIES IS LIMITED TO NINETY (90) DAYS FROM THE DATE OF PURCHASE. Licensor DOES NOT WARRANT THAT THE SOFTWARE PRODUCT IS ERROR FREE OR THAT YOU WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTIONS.

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

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

10. **HAZARDOUS USE.** The Software Product, Licensor fingerprint reader or module, or any Licensor product are not designed, made, or intended for use in an application, or in development of Developer Application, where failure, malfunction or inaccuracy of any of such products may cause death or serious bodily injury, including, without limitation, use in medical equipment, integrated weapon systems, nuclear facilities, aircraft operation, air traffic control, or life support. Any such use is prohibited. Customer agrees that neither Licensor nor its suppliers, distributors or resellers will be liable, in whole or in part, for any claims, losses, costs or damages arising out of or in connection with the use and performance of the Software Product in such applications.
11. **INDEMNIFICATION.** You shall defend, indemnify and hold harmless Licensor against any claims, actions, losses, damages, costs and expenses (including attorney fees) arising out of and/or action brought against Licensor as a result of: (i) a claim based upon an actual or alleged infringement of an intellectual property right of a third party arising from or related to the Developer Application; (ii) any modification and/or enhancement to the Sample Code made by or for You; (iii) any distribution of all or a portion of the Software Product in breach of the limited license granted to You hereunder; (iv) the use or distribution of the Developer Application; and (v) Your breach of the restrictions set forth in Section 3, Section 4 and Section 10; provided that Licensor reasonably cooperates with You (at Your expense) in the defense or settlement of such action or claim. You shall have control of the defense and all settlement negotiations, provided that You may not enter into a settlement providing for any restriction on Licensor or the Licensor technology without Licensor's prior written consent, and provided further that Licensor shall have the right to be represented by its own attorney at Licensor's expense.
12. **LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR AND ITS EMPLOYEES, CONTRACTORS, SUPPLIERS, ITS LICENSORS, DISTRIBUTORS OR RESELLERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER IN TORT, PRODUCT LIABILITY AND/OR NEGLIGENCE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, GOODWILL,

BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, PRIVACY OR CONFIDENTIALITY, BREACH OF SECURITY SYSTEMS OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATING IN ANY WAY TO, THE USE OF, OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF LICENSOR AND ITS EMPLOYEES, CONTRACTORS, SUPPLIERS, LICENSORS, DISTRIBUTORS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SOFTWARE PRODUCT IS SUPPLIED "AS IS", AND THE ENTIRE RISK OF ACCURACY AND SATISFACTORY PERFORMANCE IS WITH YOU. LICENSOR AND ITS DISTRIBUTORS OR RESELLERS DO NOT GUARANTEE THAT THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS OR ALL REQUIREMENTS OF THE SOFTWARE OR HARDWARE WITH WHICH THEY INTERACT. IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THIS SOFTWARE PRODUCT OR US\$100.00, WHICHEVER IS GREATER.

13. **TERM AND TERMINATION OF LICENSE.** The term of this EULA shall commence upon the date You accept the terms and conditions of this EULA, and shall continue in full force and effect thereafter until terminated as set forth herein. Either party may terminate this EULA at any time, upon written notice thereof to the other party. THIS EULA WILL TERMINATE AUTOMATICALLY IF YOU BREACH ANY LICENSE RESTRICTIONS, EXPORT RESTRICTIONS, OR MATERIAL PROVISION OF THIS EULA. Upon termination, all rights to use the Software Product will cease and You shall (i) promptly destroy the original and all copies of the Software Product in Your possession or under its control, and certify in writing to Licensor of such destruction, and (ii) cease distribution of the Redistributable Object Code. Sections 3.2, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14 and Appendix A shall survive the termination of this EULA.

14. **GENERAL TERMS**

14.1 **NO THIRD PARTY BENEFICIARIES.** No provision of this EULA is intended, nor will it be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in third parties. All provisions hereof will be personal solely between You and Licensor.

14.2 **GOVERNING LAW.** This EULA shall be governed by and construed and enforced in accordance with the laws of the State of California, United States of America, excluding its choice of law provisions. With the exception of Licensor's right to enforce its intellectual property rights under this EULA, all disputes arising out of this EULA shall be subject to the exclusive jurisdiction and venue of the Superior Court of the State of California San Mateo County and the Federal District Court of the Northern District of California, United States of America, and the parties consent to the personal and exclusive jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sales of Goods is specifically disclaimed.

14.3 **COMPLIANCE WITH LAWS; EXPORT RESTRICTIONS; ANTI-BRIBERY.** You will comply with all applicable laws, rules, regulations, orders, and other requirements of governmental agencies in Your use of the Software Product and in the development and distribution of the Developer Application that use or access any Software Products. Without limiting the foregoing, You acknowledge and agree that the Software Product and the Developer Application are subject to United States export restrictions, and that You will strictly comply with all applicable United States and international laws relating to the importing and/or exporting of licensed software, and You will not, directly or indirectly, export or re-export the Software Product, the Developer Application and related technical data in violation of the Export Administration Regulations of the U.S. Department of Commerce and other applicable laws, including, but not limited to, the prohibition to export: (a) to embargoed destinations or to any person or entity listed as a denied party or other restriction by the U.S. Department of Commerce; or (b) to any persons or entity supporting or engaged in prohibited proliferation activities (e.g. weapons of mass destruction, nuclear,

chemical or biological weapons, missiles, sanctioned for transfer of lethal military equipment, etc.). Current regulations, embargoed destinations, and other prohibition lists are available on the United States Department of Commerce Bureau of Industry and Security website at <http://www.bis.doc.gov>. For more information on export restrictions for Licensor products, please contact Licensor Legal Department at DPLegal@Licensor.com.

You hereby represent and warrant that You shall not: (a) act in any fashion or take any action or permit or authorize any action which will render Licensor liable for a violation of the U.S. Foreign Corrupt Practices Act, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Licensor in obtaining or retaining business; (b) act in any fashion or take any action or permit or authorize any action which will render Licensor liable for a violation of the "U.K. Bribery Act of 2010," which prohibits: (i) the offering, giving or promising to offer or give, directly or indirectly, money or anything of value or other advantage to another person with the intent to induce a person to perform improperly a relevant function or activity; or reward a person for the improper performance of a relevant function or activity; (ii) requesting, agreeing to accept or accepting money or anything of value or other advantage in return for the improper performance of a relevant function or activity; or (iii) the influencing of a foreign public official by the offering, giving or promising to offer or give, directly or indirectly, money or anything of value or other advantage to a foreign public official or to another person at a foreign public official's request, assent or acquiescence in order to obtain or retain business or an advantage in the conduct of business. The "U.K. Bribery Act of 2010" applies both to bribery in the private and public sector, directly or indirectly (i.e. through a third party), improper facilitation payments, and to relevant functions or activities performed outside the U.K.; or (c) violate or cause Licensor to violate such Acts in connection with the sale or distribution of products and/or services; and if You are a non-governmental entity, You will notify Licensor in writing if any of its owners, partners, principals, and officers are or become during the term of this Agreement officials, officers or representatives of any government or political party or candidate for political office outside the United States and are responsible for a decision regarding obtaining or retaining business for products by such government.

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

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

ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SHALL REMAIN IN EFFECT.

14.6 NO AGENCY. Nothing contained herein shall be construed as creating any agency, partnership, franchise or other form of joint enterprise between the parties.

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

14.8 NOTICES. All notices or reports permitted or required under this Agreement to Licensor shall be in writing and shall be by personal delivery, facsimile transmission, by certified or registered mail, return receipt requested, or by internationally recognized courier (e.g. FedEx), and shall be deemed given upon personal delivery, five (5) calendar days after deposit in the mail (or ten (10) calendar days for non-USA locations), or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to Licensor, Inc. 720 Bay Rd, Redwood City, CA 94063 USA Attn: Legal Dept.

14.9 LANGUAGE. This EULA is prepared and entered into in the English language only, which language shall be controlling in all respects.

Any translations of this EULA into any other language are for reference only and shall have no legal or other effect.

14.10 INJUNCTIVE RELIEF. You agree that a breach of this EULA adversely affecting Licensor's proprietary rights in the Software Product may cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy and Licensor shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

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

APPENDIX A - FIELD OF USE RESTRICTIONS

"Use Restrictions" are those permitted uses and restrictions set forth in this Appendix A for any Licensor silicon family of products ("Products"), including but not limited to Secure EIKON SDK and Secure Module SDK.

Use Restrictions (A) You must adhere to the Use Restrictions set forth in this Appendix A. (B) You must require any of Your distributors, resellers, developers or sales representatives to comply with the Use Restrictions set forth in Appendix A. (C) Any material or repetitive breach of the Use Restrictions contained in Appendix A by You or Your direct or indirect distributors, resellers or sales representatives shall constitute a material breach.

Use Restrictions will NOT apply for the following: (A) the sale of Products to any customers (consumer, government or commercial) that will be used in or with any devices or components that do not fall within the definition of Consumer Electronics Fields (defined below);

or (B) the sale of Products that fall within the definition of Consumer Electronics Fields but meets at least one of the Exceptions (defined below).

RESTRICTIONS: YOU MAY NOT: Develop or sell, or enable any of Your direct or indirect distributors, resellers or sales representatives to sell, any Products for use in or with any devices or components within the Consumer Electronics Field, where Consumer Electronics Field is defined as: (a) personal computers (portable or desktop); (b) tablet or slate style computing devices; (c) handheld electronic and/or handheld communication devices (i.e.,

smartphones, digital music players, multi-function devices, etc.); (d) any device whose function includes the creation or consumption of digital media; (e) any component or sub-component used in any of the foregoing; and (f) any accessory or peripheral device that is suitable for use in any of the products set forth above.

HOWEVER if Your development and use of the Products fall within the Consumer Electronics Field above, You may be permitted to use the Product if such use meets at least one of the following exceptions:

EXCEPTION 1: The Consumer Electronics products are mass storage memory products that connect to computing devices via an industry standard Universal Serial Bus (USB) Type A or Type B connection and protocol.

EXCEPTION 2: The Consumer Electronics products are ultimately sold to commercial or government end users; AND whose sole or predominant function of the products is to provide:

(1) secure access to a facility; (2) secure access to commercial or government network services; or (3) government-certified biometric authentication functionality based on the Federal Information Processing Standard Publication 201.

Exception 3: On a case by case basis subject to prior written approval, You may be permitted to use Products otherwise restricted in (f) pursuant to a separate written agreement with Licensor.

Secure Eikon and Secure TouchChip Module SDK EULA 13.0806

Eclipse Public License Version 1.0

<https://www.eclipse.org/org/documents/epl-1.0/EPL-1.0.txt>

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

1. DEFINITIONS

"Contribution" means:

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

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf.

Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

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

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

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

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

- a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.
- b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.
- c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.
- d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

- a) it complies with the terms and conditions of this Agreement; and
- b) its license agreement:
 - i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
 - ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
 - iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
 - iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

- a) it must be made available under this Agreement; and
- b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

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

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

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without

further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

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

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

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

Eclipse Public License Version 2.0

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

1. DEFINITIONS

"Contribution" means:

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

where such changes and/or additions to the Program originate from and are Distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf.

Contributions do not include changes or additions to the Program that are not Modified Works.

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

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

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

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

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

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

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

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

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

2. GRANT OF RIGHTS

- a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, Distribute and sublicense the Contribution of such Contributor, if any, and such Derivative Works.
- b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in Source Code or other form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.
- c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

- d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.
- e) Notwithstanding the terms of any Secondary License, no Contributor makes additional grants to any Recipient (other than those set forth in this Agreement) as a result of such Recipient's receipt of the Program under the terms of a Secondary License (if permitted under the terms of Section 3).

3. REQUIREMENTS

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

- a) the Program must also be made available as Source Code, in accordance with section 3.2, and the Contributor must accompany the Program with a statement that the Source Code for the Program is available under this Agreement, and informs Recipients how to obtain it in a reasonable manner on or through a medium customarily used for software exchange; and
- b) the Contributor may Distribute the Program under a license different than this Agreement, provided that such license:
 - i) effectively disclaims on behalf of all other Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
 - ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
 - iii) does not attempt to limit or alter the recipients' rights in the Source Code under section 3.2; and
 - iv) requires any subsequent distribution of the Program by any party to be under a license that satisfies the requirements of this section 3.

3.2 When the Program is Distributed as Source Code:

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

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

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or

alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

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

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

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

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

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

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

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

Exhibit A - Form of Secondary Licenses Notice

"This Source Code may also be made available under the following Secondary Licenses when the conditions for such availability set forth in the Eclipse Public License, v. 2.0 are satisfied: {name license(s), version(s), and exceptions or additional permissions here}."

Simply including a copy of this Agreement, including this Exhibit A is not sufficient to license the Source Code under Secondary Licenses.

If it is not possible or desirable to put the notice in a particular file, then You may include the notice in a location (such as a LICENSE file in a relevant directory) where a recipient would be likely to look for such a notice.

You may add additional accurate notices of copyright ownership.

GNU General Public License

Version 2, June 1991

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

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

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

Preamble

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

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if

you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

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

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

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

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

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NO WARRANTY

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

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

END OF TERMS AND CONDITIONS

GNU Lesser General Public License Version 2.1

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc.

59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

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

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

Preamble

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GNU LESSER GENERAL PUBLIC LICENSE

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

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

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

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

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
 - a) The modified work must itself be a software library.
 - b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
 - c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
 - d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the

facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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

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

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

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

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

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

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

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

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

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

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though

the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

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

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

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

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

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction

means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:
 - a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
 - b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.
8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.
10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.
11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

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

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

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

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
13. The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

ISC License

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS" AND THE AUTHOR DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN

ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Microsoft Software License Terms

MICROSOFT .NET LIBRARY

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

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

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

By using the software, you accept these terms. If you do not accept them, do not use the software.

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

1. INSTALLATION AND USE RIGHTS.

- a. Installation and Use. You may install and use any number of copies of the software to design, develop and test your programs.
- b. Third Party Programs. The software may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.

2. DATA.

The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to improve our products and services. You can learn more about data collection and use in the help documentation and the privacy statement at <http://go.microsoft.com/fwlink/?LinkId=528096>. Your use of the software operates as your consent to these practices.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. Distributable Code. The software is comprised of Distributable Code. "Distributable Code" is code that you are permitted to distribute in programs you develop if you comply with the terms below.
 - i. Right to Use and Distribute.
 - You may copy and distribute the object code form of the software.
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - ii. Distribution Requirements. For any Distributable Code you distribute, you must
 - add significant primary functionality to it in your programs;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- iii. Distribution Restrictions. You may not
- alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
4. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
5. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.
6. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
7. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
8. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.
9. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
10. APPLICABLE LAW.
- a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

11. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
12. **DISCLAIMER OF WARRANTY.** The software is licensed “as-is.” You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights or statutory guarantees under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

FOR AUSTRALIA - You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

13. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

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

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

MICROSOFT POINT OF SERVICE FOR .NET VERSION 1.14.1

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

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

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

By using the software, you accept these terms. If you do not accept them, do not use the software.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

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

1. INSTALLATION AND USE RIGHTS.

a. Installation and Use.

- You may install and use any number of copies of the software on your devices and computer system for use with a validly licensed copy of Windows Embedded POSReady 7, Windows Embedded 8.1 Industry PRO, Windows Embedded 8.1 Industry Enterprise, Windows 7, Windows 8.1, or Windows 10 operating systems.

- You may install and use the software development kit on your computer system for use with Windows Embedded POSReady 7, Windows Embedded 8.1 Industry PRO, Windows Embedded 8.1 Industry Enterprise, Windows 7, Windows 8.1, or Windows 10 operating systems to design, develop and test your devices and software programs.
 - b. Additional Required Licenses. This software is designed for use with Microsoft.NET Framework 4.0.
 - This agreement does not grant you any rights with respect to Microsoft .NET Framework 4.0 which is subject to the license accompanying that software.
2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
- a. Distributable Code. You are permitted to distribute this software if you comply with the terms below.
 - i. Right to Use and Distribute. The software is distributable code.
 - You may copy and distribute the object code form of the software.
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the software as part of those programs.
 - ii. Distribution Requirements. For any Distributable Code you distribute, you must
 - require distributors and external end users to agree to these terms or terms that protect it at least as much as this agreement;
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution.
 - iii. Distribution Restrictions. You may not
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - distribute the software with a platform other than the Windows platform or;
 - include the software in malicious, deceptive or unlawful programs.
3. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- a. Consent for Internet-Based Services. The software feature described below and in the Microsoft Point of Service for .NET version 1.14 Privacy Statement connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. For more information about this feature, see /go.microsoft.com/fwlink/p/?LinkId=386292>. By using this feature, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.
 - i. Computer Information. The following feature uses Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based service available to you.
 - Customer Experience Improvement Program (CEIP). This software uses CEIP. CEIP automatically sends Microsoft information about your hardware and how you use this software. We do not use this information to identify or contact you. CEIP will also periodically download a small file to your computer. This file helps us collect information about problems that you have while using the software. When available, new help information about the errors might also be automatically downloaded. To learn more about CEIP, see <http://www.microsoft.com/privacystatement/en-us/core/default.aspx>.

- ii. Use of Information. We may use the computer information, and CEIP information, to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
4. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
5. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
6. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.
7. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
8. . APPLICABLE LAW.
- a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.
9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
10. DISCLAIMER OF WARRANTY. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights or statutory guarantees under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

FOR AUSTRALIA - You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

11. . LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

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

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

MICROSOFT SQL SERVER 2014 EXPRESS

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

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

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

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

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

1. INSTALLATION AND USE RIGHTS. You may install and use any number of copies of the software on your devices.
2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
 - a. Distributable Code.
 - i. Right to Use and Distribute. If you comply with the terms below:
 - You may copy and distribute the object code form of the software ("Distributable Code") in programs you develop;
 - You may combine the object code form of the Distributable Code with your programs to develop a unified web solution and permit others via online methods to access and use that unified web solution, provided that the Distributable Code is only used as part of and in conjunction with your programs; and
 - You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - ii. Distribution Requirements. For any Distributable Code you distribute, you must
 - add significant primary functionality to it in your programs;

- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- iii. Distribution Restrictions. You may not
- alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- b. Hosting. You may use the software for commercial software hosting services, subject to the following terms:
- i. You are Fully Responsible. If you use the software for commercial hosting purposes, you will be legally responsible for all usage of the software by your end users.
 - ii. Indemnity. You must defend, indemnify and hold Microsoft harmless from any claim arising as a result of (1) your improper installation of the software; (2) any software virus introduced by you; (3) your violation of the terms of this agreement; and (4) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the software by an end user (or any third party providing services to the end user).
 - iii. No High Risk Use. The software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. You must not grant the right to use the software in any application or situation where the software failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party

claim arising out of end users' use of the software in connection with any High Risk Use.

- iv. Compliance with license requirements. You must (1) inform the individuals who have access to the software that the software is licensed by Microsoft, and (2) bind individuals who have access to the software to terms that protect the software at least as much as the terms of this agreement. You will use commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the software.
3. SCOPE OF LICENSE. The software is licensed, not sold. Unless applicable law gives you more rights, Microsoft reserves all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software except as permitted under Section 2.b. ("Hosting") of this agreement;
4. THIRD PARTY NOTICES. The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: <<http://www.asp.net/ajaxlibrary/CDN.ashx>>.
5. SQL Server Reporting Services Map Report Item. Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at: <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at: <http://go.microsoft.com/fwlink/?LinkID=248686>.
6. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.
7. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
8. TRANSFER TO A THIRD PARTY. The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
9. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

10. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
11. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
12. **APPLICABLE LAW.**
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
13. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
14. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FOR AUSTRALIA - you have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.**
15. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

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

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

MICROSOFT SQL SERVER 2016 EXPRESS

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

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

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

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

We collect data about how you interact with this software. This includes data about the performance of the services, any problems you experience with them, and the features you use. This also includes data about your device and the network you use to connect to our services, including IP address, device identifiers, regional and language settings. It includes information about the operating systems and other software installed on your device, including product keys. By using this software, you consent to Microsoft's collection of usage and performance data related to your use of the software.

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

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on any device including third party shared devices.
2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
 - a. **Distributable Code.**
 - i. **Right to Use and Distribute.** If you comply with the terms below:
 - You may copy and distribute the object code form of the software ("Distributable Code") in programs you develop;
 - You may combine the object code form of the Distributable Code with your programs to develop a unified web solution and permit others via online methods to access and use that unified web solution, provided that the Distributable Code is only used as part of and in conjunction with your programs; and
 - You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - ii. **Distribution Requirements.** For any Distributable Code you distribute, you must
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
 - iii. **Distribution Restrictions.** You may not
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or

- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- b. Hosting. You may use the software for commercial software hosting services, subject to the following terms:
 - i. You are Fully Responsible. If you use the software for commercial hosting purposes, you will be legally responsible for all usage of the software by your end users.
 - ii. Indemnity. You must defend, indemnify and hold Microsoft harmless from any claim arising as a result of (1) your improper installation of the software; (2) any software virus introduced by you; (3) your violation of the terms of this agreement; and (4) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the software by an end user (or any third party providing services to the end user).
 - iii. No High Risk Use. The software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. You must not grant the right to use the software in any application or situation where the software failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party claim arising out of end users' use of the software in connection with any High Risk Use.
 - iv. Compliance with license requirements. You must (1) inform the individuals who have access to the software that the software is licensed by Microsoft, and (2) bind individuals who have access to the software to terms that protect the software at least as much as the terms of this agreement. You will use commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the software.
- 3. SCOPE OF LICENSE. The software is licensed, not sold. Unless applicable law gives you more rights, Microsoft reserves all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and only to the extent: (i) permitted by applicable law, despite this limitation or (ii) required to debug changes to any libraries licensed under the GNU Lesser Public License that are included with and linked to by the software;

- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software except as permitted under Section 2.b. ("Hosting") of this agreement;
4. **THIRD PARTY NOTICES.** The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.
 5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
 6. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
 7. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
 8. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
 9. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
 10. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
 11. **APPLICABLE LAW.**
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
 12. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
 13. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FOR AUSTRALIA - you have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.**

14. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

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

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

15. CANADA. You may stop receiving updates by turning off the automatic update feature or by turning off Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.

MICROSOFT VISUAL STUDIO 2017 TOOLS, ADD-ONS and C++ REDISTRIBUTABLE

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

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

1. INSTALLATION AND USE RIGHTS.

You may install and use any number of copies of the software.

2. TERMS FOR SPECIFIC COMPONENTS.

a. Utilities. The software may contain some items on the Utilities List at <https://go.microsoft.com/fwlink/?linkid=823097>. You may copy and install these Utilities, if included with the software, onto devices to debug and deploy your applications and databases you developed with the software. Please note that Utilities are designed for temporary use, that Microsoft may not be able to patch or update Utilities separately from the rest of the software, and that some Utilities by their nature may make it possible for others to access devices on which the Utilities are installed. As a result, you should delete all Utilities you have installed after you finish debugging or deploying your applications and databases. Microsoft is not responsible for any third party use or access of Utilities you install on any device.

b. Build Tools. The software may include build tools which have specific use terms. For build tools, you may copy and install files from the software onto your build devices, including physical devices and virtual machines or containers on those machines, whether on-premises or remote machines that are owned by you, hosted on Azure for you, or dedicated solely to your use (collectively, "Build Devices"). You and others in your organization may use these files on your Build Devices solely to compile, build, and verify applications or run quality or performance tests of those applications as part of the build process. For clarity, "applications" means applications developed by you and others in your organization who are each licensed to use the software.

c. Microsoft Platforms. The software may include components from Microsoft Windows; Microsoft Windows Server; Microsoft SQL Server; Microsoft Exchange; Microsoft Office; and Microsoft SharePoint. These components are governed by separate agreements and their own product support policies, as described in the Microsoft "Licenses" folder

accompanying the software, except that, if license terms for those components are also included in the associated installation directory, those license terms control.

d. Third Party Components. The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.

The software may also include components licensed under open source licenses with source code availability obligations. Copies of those licenses, if applicable, are included in the ThirdPartyNotices file(s). You may obtain this source code from us, if and as required under the relevant open source licenses, as set forth in the ThirdPartyNotices file(s). You may also find a copy of the source code available at <https://thirdpartysource.microsoft.com/>.

3. DATA. The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to provide services and improve our products and services. You may opt-out of many of these scenarios, but not all, as described in the product documentation. There are also some features in the software that may enable you and Microsoft to collect data from users of your applications. If you use these features, you must comply with applicable law, including providing appropriate notices to users of your applications and you should provide a copy of Microsoft's privacy statement to your users. The Microsoft privacy statement is located here <https://go.microsoft.com/fwlink/?LinkID=824704>. You can learn more about data collection and use in the help documentation and our privacy statement. Your use of the software operates as your consent to these practices.
4. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and only to the extent required by third party licensing terms governing the use of certain open source components that may be included in the software;
 - remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
 - use the software in any way that is against the law; or
 - share, publish, rent or lease the software, or provide the software as a standalone hosted as solution for others to use, or transfer the software or this agreement to any third party.
5. EXPORT RESTRICTIONS. You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit www.microsoft.com/exporting.
6. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.
7. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

8. **APPLICABLE LAW.** If you acquired the software in the United States, Washington law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live apply to all other claims. If you acquired the software in any other country, its laws apply.
9. **CONSUMER RIGHTS; REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:
 - a. **Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
 - b. **Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.
 - c. **Germany and Austria.**
 - (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.
 - (ii) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.
10. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.**
11. **LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

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

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

MICROSOFT VISUAL STUDIO ENTERPRISE 2017, VISUAL STUDIO PROFESSIONAL 2017, VISUAL STUDIO TEST PROFESSIONAL 2017 AND TRIAL EDITION

FULL-USE LICENSE TERMS FOR THE SOFTWARE: When you acquire a valid license and either enter a product key or sign in to the software, the terms below apply. You may not share your product key or access credentials.

1. OVERVIEW.

- a. Software. The software includes development tools, applications and documentation.
- b. License Model. The software is licensed on a per user basis.

2. USE RIGHTS.

- a. General. One user may use copies of the software on your devices to develop and test applications. This includes using copies of the software on your own internal servers that remain fully dedicated to your own use. You may not, however, separate the components of the software and run those in a production environment, or on third party devices (except as otherwise stated in this agreement), or for any purpose other than developing and testing your applications. Running the software on Microsoft Azure requires a separate license.
- b. Workloads. These license terms apply to your use of the Workloads made available to you within the software, except to the extent a Workload or a Workload component comes with different terms.
- c. Demo Use. The use permitted above includes use of the software in demonstrating your applications.
- d. Backup copy. You may make one backup copy of the software, for reinstalling the software.

3. TERMS FOR SPECIFIC COMPONENTS.

- a. Utilities. The software contains items on the Utilities List at <https://go.microsoft.com/fwlink/?linkid=823097>. You may copy and install those items, if included with the software, onto your devices to debug and deploy your applications and databases you developed with the software. Please note that Utilities are designed for temporary use, that Microsoft may not be able to patch or update Utilities separately from the rest of the software, and that some Utilities by their nature may make it possible for others to access the devices on which they are installed. As a result, you should delete all Utilities you have installed after you finish debugging or deploying your applications and databases. Microsoft is not responsible for any third party use or access of Utilities you install on any device.
- b. Build Tools. You may copy and install files from the software onto your build devices, including physical devices and virtual machines or containers on those machines, whether on-premises or remote machines that are owned by you, hosted on Azure for you, or dedicated solely to your use (collectively, "Build Devices"). You and others in your organization may use these files on your Build Devices solely to compile, build, and verify applications or run quality or performance tests of those applications as part of the build process. For clarity, "applications" means applications developed by you and others in your organization who are each licensed to use the software.
- c. Font Components. While the software is running, you may use its fonts to display and print content. You may only: (i) embed fonts in content as permitted by the embedding restrictions in the fonts; and (ii) temporarily download them to a printer or other output device to help print content.
- d. Licenses for Other Components.
 - Microsoft Platforms. The software may include components from Microsoft Windows; Microsoft Windows Server; Microsoft SQL Server; Microsoft Exchange; Microsoft Office; and Microsoft SharePoint. These components are governed by separate agreements and their own product support policies, as described in the Microsoft

“Licenses” folder accompanying the software, except that, if separate license terms for those components are included in the associated installation directly, those license terms control.

- Developer resources. The software includes compilers, languages, runtimes, environments, and other resources. These components may be governed by separate agreements and have their own product support policies. A list of these other components is located at <https://support.microsoft.com>.

Third Party Components. The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software.

e. PACKAGE MANAGERS. The software includes package managers, like NuGet, that give you the option to download other Microsoft and third party software packages to use with your application. Those packages are under their own licenses, and not this agreement. Microsoft does not distribute, license or provide any warranties for any of the third party packages.

4. **DISTRIBUTABLE CODE.** The software contains code that you are permitted to distribute in applications you develop as described in this Section. (For this Section the term “distribution” also means deployment of your applications for third parties to access over the Internet.)

a. Right to Use and Distribute. The code and text files listed below are “Distributable Code.”

- REDIST.TXT Files. You may copy and distribute the object code form of code listed on the REDIST list located at <https://go.microsoft.com/fwlink/?linkid=823097>.
- Sample Code, Templates and Styles. You may copy, modify and distribute the source and object code form of code marked as “sample”, “template”, “simple styles” and “sketch styles”.
- Image Library. You may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.
- Third Party Distribution. You may permit distributors of your applications to copy and distribute the Distributable Code as part of those applications.

b. Distribution Requirements. For any Distributable Code you distribute, you must:

- add significant primary functionality to it in your applications;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as this agreement; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your applications, except to the extent that any claim is based solely on the Distributable Code.

c. Distribution Restrictions. You may not:

- use Microsoft’s trademarks in your applications’ names or in a way that suggests your applications come from or are endorsed by Microsoft; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution of code, that (i) it be disclosed or distributed in source code form; or (ii) others have the right to modify it.

5. **DATA.**

a. Data Collection. The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to provide services

and improve our products and services. You may opt-out of many of these scenarios, but not all, as described in the product documentation. There are also some features in the software that may enable you and Microsoft to collect data from users of your applications. If you use these features, you must comply with applicable law, including providing appropriate notices to users of your applications together with Microsoft's privacy statement. Our privacy statement is located at <https://go.microsoft.com/fwlink/?LinkID=824704>. You can learn more about data collection and use in the help documentation and our privacy statement. Your use of the software operates as your consent to these practices.

b. Processing of Personal Data. To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <http://go.microsoft.com/?linkid=9840733>.

6. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included in the software;
 - remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
 - use the software in any way that is against the law;
 - share, publish, rent or lease the software, or provide the software as a stand-alone offering for others to use.
7. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
8. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
9. **RIGHTS TO USE OTHER VERSIONS AND LOWER EDITIONS.** You may use the software and any prior version on any device. You may create, store, install, run, or access in place of the version licensed, a copy or instance of a prior version, different permitted language version, or lower edition.
10. **PROOF OF LICENSE.** If you acquired the software on a disc or other media, your proof of license is the Microsoft certificate of authenticity label, the accompanying product key, and your receipt. If you purchased an online copy of the software, your proof of license is the Microsoft product key you received with your purchase and your receipt and/or being able to access the software service through your Microsoft account. To identify genuine Microsoft software, see www.howtotell.com.
11. **TRANSFER TO A THIRD PARTY.** If you are a valid licensee of the software, you may transfer it and this agreement directly to another party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software, genuine Microsoft product key, and (if applicable) the Proof of License label. The transferor must uninstall all copies of the software after transferring it from the device. The transferor may not retain any copies of the genuine Microsoft product key to be transferred, and may only retain copies of the software if otherwise licensed to do so. If you have acquired a non-perpetual license to use the software or if the software is

marked Not for Resale you may not transfer the software or the software license agreement to another party.

12. **EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit www.microsoft.com/exporting.
13. **SUPPORT.** Microsoft provides support for the software as described at <https://support.microsoft.com>.
14. **ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services, are the entire agreement for the software and support services.
15. **APPLICABLE LAW.** If you acquired the software in the United States, Washington State law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live apply to all other claims. If you acquire the software in any other country, its laws apply.
16. **CONSUMER RIGHTS; REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or if mandatory country law applies, then the following provisions apply to you:

a) **Australia.** References to "Limited Warranty" mean the express warranty provided by Microsoft or the manufacturer or installer. This warranty is in addition to other rights and remedies you may have under law, including your rights and remedies under the statutory guarantees in the Australian Consumer Law.

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

b) **Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.

c) **Germany and Austria.**

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

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

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

- 17. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

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

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

Limited Warranty

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to “limited warranty” are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft’s reasonable control.

- D. REMEDY FOR BREACH OF WARRANTY.** MICROSOFT WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT, MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.

- E. CONSUMER RIGHTS NOT AFFECTED.** YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.

- F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.

- 1.** United States and Canada. For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at:

- (800) MICROSOFT;
 - Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
 - visit (aka.ms/nareturns).
2. Europe, Middle East, and Africa. If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either:
- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
 - the Microsoft affiliate serving your country (see aka.ms/msoffices).
3. Australia. For Warranty Services and to claim expenses in relation to the warranty (if applicable) for software acquired in Australia, contact Microsoft at:
- 13 20 58; or
 - Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113, Australia.
4. Outside the United States, Canada, Europe, Middle East, Africa, and Australia. If you acquired the software outside the United States, Canada, Europe, the Middle East, Africa, and Australia, contact the Microsoft affiliate serving your country (see aka.ms/msoffices).

G. NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM

MICROSOFT. MICROSOFT GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, MICROSOFT EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

FOR AUSTRALIA ONLY. References to “Limited Warranty” are references to the warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.

Microsoft Public License (Ms-PL)

This license governs use of the accompanying software, the DotNetZip library (“the software”). If you use the software, you accept this license. If you do not accept the license, do not use the software.

1. Definitions

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

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

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

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

2. Grant of Rights

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

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

3. Conditions and Limitations

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

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

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

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

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

Fourth Party:- ZLIB

The managed ZLIB code included in Ionic.Zlib.dll and Ionic.Zip.dll is derived from jzlib.

jzlib (<https://github.com/ymnk/jzlib>) is provided under a BSD-style (3 clause)

Copyright (c) 2000,2001,2002,2003 ymnk, JCraft, Inc.

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

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

3. The names of the authors may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED ``AS IS" AND ANY EXPRESSED 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 JCRAFT, INC. OR ANY CONTRIBUTORS TO THIS SOFTWARE 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.

Fourth Party:- Jzlib

The jzlib library, itself, is a re-implementation of ZLIB v1.1.3 in pure Java.

<http://www.jcraft.com/jzlib/LICENSE.txt>

zlib is provided under the zlib license:

Copyright (c) 2000-2011 ymnk, JCraft,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:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The names of the authors may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED 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 JCRAFT, INC. OR ANY CONTRIBUTORS TO THIS SOFTWARE 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.

Fourth Party:- BZIP

The managed BZIP2 code included in Ionic.BZip2.dll and Ionic.Zip.dll is modified code, based on Java code in the Apache commons compress library.

Apache Commons Compress (<http://commons.apache.org/proper/commons-compress/>) is provided under the Apache 2 license:

Apache Commons Compress

See [Apache License](#)

Copyright 2002-2014 The Apache Software Foundation

Licensed to the Apache Software Foundation (ASF) under one or more contributor license agreements. See the NOTICE file distributed with this work for additional information regarding copyright ownership. The ASF licenses this file to you 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.

Many thanks to Julian Seward for the original C implementation of BZip2 (<http://www.bzip.org/>)

Microsoft Software License Terms

MICROSOFT .NET LIBRARY

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

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

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

By using the software, you accept these terms. If you do not accept them, do not use the software.

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

1. INSTALLATION AND USE RIGHTS.

- a. Installation and Use. You may install and use any number of copies of the software to design, develop and test your programs.
- b. Third Party Programs. The software may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.

2. DATA.

The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to improve our products and services. You can learn more about data collection and use in the help documentation and the privacy statement at <http://go.microsoft.com/fwlink/?LinkId=528096>. Your use of the software operates as your consent to these practices.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. Distributable Code. The software is comprised of Distributable Code. “Distributable Code” is code that you are permitted to distribute in programs you develop if you comply with the terms below.
- i. Right to Use and Distribute.
- You may copy and distribute the object code form of the software.
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- ii. Distribution Requirements. For any Distributable Code you distribute, you must
- add significant primary functionality to it in your programs;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.
- iii. Distribution Restrictions. You may not
- alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
4. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
5. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.
6. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
7. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

8. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
9. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
10. **APPLICABLE LAW.**
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
11. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
12. **DISCLAIMER OF WARRANTY.** The software is licensed “as-is.” You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights or statutory guarantees under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

FOR AUSTRALIA - You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

13. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

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

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

MICROSOFT POINT OF SERVICE FOR .NET VERSION 1.14.1

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

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

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

By using the software, you accept these terms. If you do not accept them, do not use the software.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

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

1. INSTALLATION AND USE RIGHTS.

a. Installation and Use.

- You may install and use any number of copies of the software on your devices and computer system for use with a validly licensed copy of Windows Embedded POSReady 7, Windows Embedded 8.1 Industry PRO, Windows Embedded 8.1 Industry Enterprise, Windows 7, Windows 8.1, or Windows 10 operating systems.
- You may install and use the software development kit on your computer system for use with Windows Embedded POSReady 7, Windows Embedded 8.1 Industry PRO, Windows Embedded 8.1 Industry Enterprise, Windows 7, Windows 8.1, or Windows 10 operating systems to design, develop and test your devices and software programs.

b. Additional Required Licenses. This software is designed for use with Microsoft.NET Framework 4.0.

- This agreement does not grant you any rights with respect to Microsoft .NET Framework 4.0 which is subject to the license accompanying that software.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Distributable Code. You are permitted to distribute this software if you comply with the terms below.

i. Right to Use and Distribute. The software is distributable code.

- You may copy and distribute the object code form of the software.
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the software as part of those programs.

ii. Distribution Requirements. For any Distributable Code you distribute, you must

- require distributors and external end users to agree to these terms or terms that protect it at least as much as this agreement;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution.

iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- distribute the software with a platform other than the Windows platform or;
- include the software in malicious, deceptive or unlawful programs.

3. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. Consent for Internet-Based Services. The software feature described below and in the Microsoft Point of Service for .NET version 1.14 Privacy Statement connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. For more information about this feature, see / go.microsoft.com/fwlink/p/?LinkId=386292>. By using this feature, you consent to the

transmission of this information. Microsoft does not use the information to identify or contact you.

i. Computer Information. The following feature uses Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based service available to you.

- Customer Experience Improvement Program (CEIP). This software uses CEIP. CEIP automatically sends Microsoft information about your hardware and how you use this software. We do not use this information to identify or contact you. CEIP will also periodically download a small file to your computer. This file helps us collect information about problems that you have while using the software. When available, new help information about the errors might also be automatically downloaded. To learn more about CEIP, see <http://www.microsoft.com/privacystatement/en-us/core/default.aspx>.

ii. Use of Information. We may use the computer information, and CEIP information, to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

4. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
5. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
6. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.
7. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
8. . APPLICABLE LAW.
 - a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all

other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

9. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
10. **DISCLAIMER OF WARRANTY.** The software is licensed “as-is.” You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights or statutory guarantees under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

FOR AUSTRALIA - You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

11. **. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

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

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

MICROSOFT SQL SERVER 2014 EXPRESS

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

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

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

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

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

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices.
2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
 - a. Distributable Code.

- i. Right to Use and Distribute. If you comply with the terms below:
 - You may copy and distribute the object code form of the software (“Distributable Code”) in programs you develop;
 - You may combine the object code form of the Distributable Code with your programs to develop a unified web solution and permit others via online methods to access and use that unified web solution, provided that the Distributable Code is only used as part of and in conjunction with your programs; and
 - You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- ii. Distribution Requirements. For any Distributable Code you distribute, you must
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.
- iii. Distribution Restrictions. You may not
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- b. Hosting. You may use the software for commercial software hosting services, subject to the following terms:
 - i. You are Fully Responsible. If you use the software for commercial hosting purposes, you will be legally responsible for all usage of the software by your end users.
 - ii. Indemnity. You must defend, indemnify and hold Microsoft harmless from any claim arising as a result of (1) your improper installation of the software; (2) any software virus introduced by you; (3) your violation of the terms of this agreement; and (4) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the software by an end user (or any third party providing services to the end user).

- iii. **No High Risk Use.** The software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. You must not grant the right to use the software in any application or situation where the software failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party claim arising out of end users' use of the software in connection with any High Risk Use.
 - iv. **Compliance with license requirements.** You must (1) inform the individuals who have access to the software that the software is licensed by Microsoft, and (2) bind individuals who have access to the software to terms that protect the software at least as much as the terms of this agreement. You will use commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the software.
 3. **SCOPE OF LICENSE.** The software is licensed, not sold. Unless applicable law gives you more rights, Microsoft reserves all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software except as permitted under Section 2.b. ("Hosting") of this agreement;
 4. **THIRD PARTY NOTICES.** The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: <<http://www.asp.net/ajaxlibrary/CDN.ashx>>.
 5. **SQL Server Reporting Services Map Report Item.** Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at: <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at: <http://go.microsoft.com/fwlink/?LinkID=248686>.
 6. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

7. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
8. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
9. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
10. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
11. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
12. **APPLICABLE LAW.**
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
13. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
14. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FOR AUSTRALIA - you have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.**
15. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

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

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

MICROSOFT SQL SERVER 2016 EXPRESS

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

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

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

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

We collect data about how you interact with this software. This includes data about the performance of the services, any problems you experience with them, and the features you use. This also includes data about your device and the network you use to connect to our services, including IP address, device identifiers, regional and language settings. It includes information about the operating systems and other software installed on your device, including product keys. By using this software, you consent to Microsoft's collection of usage and performance data related to your use of the software.

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

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on any device including third party shared devices.
2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
 - a. **Distributable Code.**
 - i. **Right to Use and Distribute.** If you comply with the terms below:
 - You may copy and distribute the object code form of the software ("Distributable Code") in programs you develop;
 - You may combine the object code form of the Distributable Code with your programs to develop a unified web solution and permit others via online methods to access and use that unified web solution, provided that the Distributable Code is only used as part of and in conjunction with your programs; and
 - You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - ii. **Distribution Requirements.** For any Distributable Code you distribute, you must
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- iii. Distribution Restrictions. You may not
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- b. Hosting. You may use the software for commercial software hosting services, subject to the following terms:
 - i. You are Fully Responsible. If you use the software for commercial hosting purposes, you will be legally responsible for all usage of the software by your end users.
 - ii. Indemnity. You must defend, indemnify and hold Microsoft harmless from any claim arising as a result of (1) your improper installation of the software; (2) any software virus introduced by you; (3) your violation of the terms of this agreement; and (4) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the software by an end user (or any third party providing services to the end user).
 - iii. No High Risk Use. The software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. You must not grant the right to use the software in any application or situation where the software failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party claim arising out of end users' use of the software in connection with any High Risk Use.
 - iv. Compliance with license requirements. You must (1) inform the individuals who have access to the software that the software is licensed by Microsoft, and (2) bind individuals who have access to the software to terms that protect the software at least as much as the terms of this agreement. You will use commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the software.
- 3. SCOPE OF LICENSE. The software is licensed, not sold. Unless applicable law gives you more rights, Microsoft reserves all other rights not expressly granted under this agreement,

whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and only to the extent: (i) permitted by applicable law, despite this limitation or (ii) required to debug changes to any libraries licensed under the GNU Lesser Public License that are included with and linked to by the software;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software except as permitted under Section 2.b. ("Hosting") of this agreement;
4. **THIRD PARTY NOTICES.** The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.
 5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
 6. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
 7. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
 8. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
 9. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
 10. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
 11. **APPLICABLE LAW.**
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

12. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
13. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FOR AUSTRALIA - you have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.**
14. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

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

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

15. **CANADA.** You may stop receiving updates by turning off the automatic update feature or by turning off Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.

MICROSOFT VISUAL STUDIO 2017 TOOLS, ADD-ONS and C++ REDISTRIBUTABLE

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

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

1. **INSTALLATION AND USE RIGHTS.**

You may install and use any number of copies of the software.

2. **TERMS FOR SPECIFIC COMPONENTS.**

- a. **Utilities.** The software may contain some items on the Utilities List at <https://go.microsoft.com/fwlink/?linkid=823097>. You may copy and install these Utilities, if included with the software, onto devices to debug and deploy your applications and databases you developed with the software. Please note that Utilities are designed for temporary use, that Microsoft may not be able to patch or update Utilities separately from the rest of the software, and that some Utilities by their nature may make it possible for others to access devices on which the Utilities are installed. As a result, you should delete all Utilities you have installed after you finish debugging or deploying your applications and databases. Microsoft is not responsible for any third party use or access of Utilities you install on any device.

- b. **Build Tools.** The software may include build tools which have specific use terms. For build tools, you may copy and install files from the software onto your build devices,

including physical devices and virtual machines or containers on those machines, whether on-premises or remote machines that are owned by you, hosted on Azure for you, or dedicated solely to your use (collectively, "Build Devices"). You and others in your organization may use these files on your Build Devices solely to compile, build, and verify applications or run quality or performance tests of those applications as part of the build process. For clarity, "applications" means applications developed by you and others in your organization who are each licensed to use the software.

c. Microsoft Platforms. The software may include components from Microsoft Windows; Microsoft Windows Server; Microsoft SQL Server; Microsoft Exchange; Microsoft Office; and Microsoft SharePoint. These components are governed by separate agreements and their own product support policies, as described in the Microsoft "Licenses" folder accompanying the software, except that, if license terms for those components are also included in the associated installation directory, those license terms control.

d. Third Party Components. The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.

The software may also include components licensed under open source licenses with source code availability obligations. Copies of those licenses, if applicable, are included in the ThirdPartyNotices file(s). You may obtain this source code from us, if and as required under the relevant open source licenses, as set forth in the ThirdPartyNotices file(s). You may also find a copy of the source code available at <https://thirdpartysource.microsoft.com/>.

3. DATA. The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to provide services and improve our products and services. You may opt-out of many of these scenarios, but not all, as described in the product documentation. There are also some features in the software that may enable you and Microsoft to collect data from users of your applications. If you use these features, you must comply with applicable law, including providing appropriate notices to users of your applications and you should provide a copy of Microsoft's privacy statement to your users. The Microsoft privacy statement is located here <https://go.microsoft.com/fwlink/?LinkID=824704>. You can learn more about data collection and use in the help documentation and our privacy statement. Your use of the software operates as your consent to these practices.
4. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and only to the extent required by third party licensing terms governing the use of certain open source components that may be included in the software;
 - remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
 - use the software in any way that is against the law; or
 - share, publish, rent or lease the software, or provide the software as a standalone hosted as solution for others to use, or transfer the software or this agreement to any third party.

5. **EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit www.microsoft.com/exporting.
6. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
7. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
8. **APPLICABLE LAW.** If you acquired the software in the United States, Washington law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live apply to all other claims. If you acquired the software in any other country, its laws apply.
9. **CONSUMER RIGHTS; REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:
 - a. **Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
 - b. **Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.
 - c. **Germany and Austria.**
 - (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.
 - (ii) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called “cardinal obligations”). In other cases of slight negligence, Microsoft will not be liable for slight negligence.
10. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.**
11. **LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

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

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

MICROSOFT VISUAL STUDIO ENTERPRISE 2017, VISUAL STUDIO PROFESSIONAL 2017, VISUAL STUDIO TEST PROFESSIONAL 2017 AND TRIAL EDITION

FULL-USE LICENSE TERMS FOR THE SOFTWARE: When you acquire a valid license and either enter a product key or sign in to the software, the terms below apply. You may not share your product key or access credentials.

1. OVERVIEW.

- a. Software. The software includes development tools, applications and documentation.
- b. License Model. The software is licensed on a per user basis.

2. USE RIGHTS.

- a. General. One user may use copies of the software on your devices to develop and test applications. This includes using copies of the software on your own internal servers that remain fully dedicated to your own use. You may not, however, separate the components of the software and run those in a production environment, or on third party devices (except as otherwise stated in this agreement), or for any purpose other than developing and testing your applications. Running the software on Microsoft Azure requires a separate license.
- b. Workloads. These license terms apply to your use of the Workloads made available to you within the software, except to the extent a Workload or a Workload component comes with different terms.
- c. Demo Use. The use permitted above includes use of the software in demonstrating your applications.
- d. Backup copy. You may make one backup copy of the software, for reinstalling the software.

3. TERMS FOR SPECIFIC COMPONENTS.

- a. Utilities. The software contains items on the Utilities List at <https://go.microsoft.com/fwlink/?linkid=823097>. You may copy and install those items, if included with the software, onto your devices to debug and deploy your applications and databases you developed with the software. Please note that Utilities are designed for temporary use, that Microsoft may not be able to patch or update Utilities separately from the rest of the software, and that some Utilities by their nature may make it possible for others to access the devices on which they are installed. As a result, you should delete all Utilities you have installed after you finish debugging or deploying your applications and databases. Microsoft is not responsible for any third party use or access of Utilities you install on any device.
- b. Build Tools. You may copy and install files from the software onto your build devices, including physical devices and virtual machines or containers on those machines, whether on-premises or remote machines that are owned by you, hosted on Azure for you, or dedicated solely to your use (collectively, "Build Devices"). You and others in your organization may use these files on your Build Devices solely to compile, build, and verify applications or run quality or performance tests of those applications as part of the build process. For clarity, "applications" means applications developed by you and others in your organization who are each licensed to use the software.

c. Font Components. While the software is running, you may use its fonts to display and print content. You may only: (i) embed fonts in content as permitted by the embedding restrictions in the fonts; and (ii) temporarily download them to a printer or other output device to help print content.

d. Licenses for Other Components.

- Microsoft Platforms. The software may include components from Microsoft Windows; Microsoft Windows Server; Microsoft SQL Server; Microsoft Exchange; Microsoft Office; and Microsoft SharePoint. These components are governed by separate agreements and their own product support policies, as described in the Microsoft “Licenses” folder accompanying the software, except that, if separate license terms for those components are included in the associated installation directly, those license terms control.
- Developer resources. The software includes compilers, languages, runtimes, environments, and other resources. These components may be governed by separate agreements and have their own product support policies. A list of these other components is located at <https://support.microsoft.com>.

Third Party Components. The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software.

e. PACKAGE MANAGERS. The software includes package managers, like NuGet, that give you the option to download other Microsoft and third party software packages to use with your application. Those packages are under their own licenses, and not this agreement. Microsoft does not distribute, license or provide any warranties for any of the third party packages.

4. DISTRIBUTABLE CODE. The software contains code that you are permitted to distribute in applications you develop as described in this Section. (For this Section the term “distribution” also means deployment of your applications for third parties to access over the Internet.)

a. Right to Use and Distribute. The code and text files listed below are “Distributable Code.”

- REDIST.TXT Files. You may copy and distribute the object code form of code listed on the REDIST list located at <https://go.microsoft.com/fwlink/?linkid=823097>.
- Sample Code, Templates and Styles. You may copy, modify and distribute the source and object code form of code marked as “sample”, “template”, “simple styles” and “sketch styles”.
- Image Library. You may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.
- Third Party Distribution. You may permit distributors of your applications to copy and distribute the Distributable Code as part of those applications.

b. Distribution Requirements. For any Distributable Code you distribute, you must:

- add significant primary functionality to it in your applications;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as this agreement; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your applications, except to the extent that any claim is based solely on the Distributable Code.

c. Distribution Restrictions. You may not:

- use Microsoft's trademarks in your applications' names or in a way that suggests your applications come from or are endorsed by Microsoft; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution of code, that (i) it be disclosed or distributed in source code form; or (ii) others have the right to modify it.
5. DATA.
- a. Data Collection. The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to provide services and improve our products and services. You may opt-out of many of these scenarios, but not all, as described in the product documentation. There are also some features in the software that may enable you and Microsoft to collect data from users of your applications. If you use these features, you must comply with applicable law, including providing appropriate notices to users of your applications together with Microsoft's privacy statement. Our privacy statement is located at <https://go.microsoft.com/fwlink/?LinkID=824704>. You can learn more about data collection and use in the help documentation and our privacy statement. Your use of the software operates as your consent to these practices.
- b. Processing of Personal Data. To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <http://go.microsoft.com/?linkid=9840733>.
6. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included in the software;
 - remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
 - use the software in any way that is against the law;
 - share, publish, rent or lease the software, or provide the software as a stand-alone offering for others to use.
7. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
8. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale."
9. RIGHTS TO USE OTHER VERSIONS AND LOWER EDITIONS. You may use the software and any prior version on any device. You may create, store, install, run, or access in place of the version licensed, a copy or instance of a prior version, different permitted language version, or lower edition.
10. PROOF OF LICENSE. If you acquired the software on a disc or other media, your proof of license is the Microsoft certificate of authenticity label, the accompanying product key, and your receipt. If you purchased an online copy of the software, your proof of license is the Microsoft product key you received with your purchase and your receipt and/or being able

to access the software service through your Microsoft account. To identify genuine Microsoft software, see www.howtotell.com.

11. **TRANSFER TO A THIRD PARTY.** If you are a valid licensee of the software, you may transfer it and this agreement directly to another party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software, genuine Microsoft product key, and (if applicable) the Proof of License label. The transferor must uninstall all copies of the software after transferring it from the device. The transferor may not retain any copies of the genuine Microsoft product key to be transferred, and may only retain copies of the software if otherwise licensed to do so. If you have acquired a non-perpetual license to use the software or if the software is marked Not for Resale you may not transfer the software or the software license agreement to another party.
12. **EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit www.microsoft.com/exporting.
13. **SUPPORT.** Microsoft provides support for the software as described at <https://support.microsoft.com>.
14. **ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services, are the entire agreement for the software and support services.
15. **APPLICABLE LAW.** If you acquired the software in the United States, Washington State law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live apply to all other claims. If you acquire the software in any other country, its laws apply.
16. **CONSUMER RIGHTS; REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or if mandatory country law applies, then the following provisions apply to you:
 - a) **Australia.** References to "Limited Warranty" mean the express warranty provided by Microsoft or the manufacturer or installer. This warranty is in addition to other rights and remedies you may have under law, including your rights and remedies under the statutory guarantees in the Australian Consumer Law.

In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
 - b) **Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.
 - c) **Germany and Austria.**
 - (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany it. However, Microsoft gives no contractual guarantee in relation to the software.

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

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

17. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

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

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

Limited Warranty

A. LIMITED WARRANTY. If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to "limited warranty" are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. EXCLUSIONS FROM WARRANTY. This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

D. REMEDY FOR BREACH OF WARRANTY. MICROSOFT WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT, MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN A

REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.

E. CONSUMER RIGHTS NOT AFFECTED. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.

F. WARRANTY PROCEDURES. You need proof of purchase for warranty service.

1. United States and Canada. For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at:
 - (800) MICROSOFT;
 - Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
 - visit (aka.ms/nareturns).
2. Europe, Middle East, and Africa. If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either:
 - Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
 - the Microsoft affiliate serving your country (see aka.ms/msoffices).
3. Australia. For Warranty Services and to claim expenses in relation to the warranty (if applicable) for software acquired in Australia, contact Microsoft at:
 - 13 20 58; or
 - Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113, Australia.
4. Outside the United States, Canada, Europe, Middle East, Africa, and Australia. If you acquired the software outside the United States, Canada, Europe, the Middle East, Africa, and Australia, contact the Microsoft affiliate serving your country (see aka.ms/msoffices).

G. NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM

MICROSOFT. MICROSOFT GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, MICROSOFT EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

FOR AUSTRALIA ONLY. References to “Limited Warranty” are references to the warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.

Microsoft Software Supplemental License Terms

.NET FRAMEWORK AND ASSOCIATED LANGUAGE PACKS FOR MICROSOFT WINDOWS OPERATING SYSTEM

Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. If you are licensed to use Microsoft Windows operating system software (the “software”), you may use this supplement. You may not use it if you do not have a license for the software. You may use this supplement with each validly licensed copy of the software.

The following license terms describe additional use terms for this supplement. These terms and the license terms for the software apply to your use of the supplement. If there is a conflict, these supplemental license terms apply.

BY USING THIS SUPPLEMENT, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THIS SUPPLEMENT.

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

1. **DISTRIBUTABLE CODE.** The supplement is comprised of Distributable Code. “Distributable Code” is code that you are permitted to distribute in programs you develop if you comply with the terms below.
 - a. **Right to Use and Distribute.**
 - You may copy and distribute the object code form of the supplement.
 - **Third Party Distribution.** You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - b. **Distribution Requirements.** For any Distributable Code you distribute, you must
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.
 - c. **Distribution Restrictions.** You may not
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or

- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
2. SUPPORT SERVICES FOR SUPPLEMENT. Microsoft provides support services for this software as described at www.support.microsoft.com/common/international.aspx.

MICROSOFT SOFTWARE LICENSE AGREEMENT

WINDOWS 8.1 PRO

Thank you for choosing Microsoft Windows 8.1 Pro. This is a license agreement between you and Microsoft Corporation (or, based on where you live, one of its affiliates) that describes your rights to use the Windows 8.1 Pro software. For your convenience, we've organized this agreement into two parts. The first part includes introductory terms phrased in a question and answer format; the Additional Terms and Limited Warranty follow and contain greater detail. You should review the entire agreement, including any linked terms, because all of the terms are important and together create this contract that applies to you. You can review linked terms by pasting the forward link into your browser window once the software is running. The Additional Terms contain a binding arbitration clause and class action waiver. If you live in the United States, these affect your rights to resolve a dispute with Microsoft, so you should read them carefully.

By accepting this agreement or using the software, you agree to all of these terms and consent to the transmission of certain information during activation and for Internet-based features of the software. If you do not accept and comply with these terms, you may not use the software or its features. Instead, you should return it to the retailer for a refund or credit, if any.

How can I use the software? We do not sell our software or your copy of it – we only license it. Under our license, we grant you the right to install and run that one copy on one computer (the licensed computer), for use by one person at a time, but only if you comply with all the terms of this agreement. Typically, this means you can install one copy of the software on a personal computer and then you can use the software on that computer. The software is not licensed to be used as server software or for commercial hosting, so you may not make the software available for simultaneous use by multiple users over a network. For more information on multiple user scenarios and virtualization, see the Additional Terms.

May I make a backup copy? Yes, you may make a single copy of the software for backup purposes, and use that backup copy as described below.

What about updating the software? If you install the software covered by this agreement as an update to your existing operating system software, the update replaces the original software that you are updating. You do not retain any rights to the original software after you have updated and you may not continue to use it or transfer it in any way. This agreement governs your rights to use the update software and replaces the agreement for the software from which you updated. After you complete your update, some apps may not migrate or may be incompatible with Windows 8.1 Pro and additional software may be required to play back or record certain types of media, including DVDs.

Can I transfer the software to another computer or user? You may transfer the software to another computer that belongs to you. You may also transfer the software (together with the license) to a computer owned by someone else if a) you are the first licensed user of the software and b) the new user agrees to the terms of this agreement. To make that transfer, you must transfer the original media, the certificate of authenticity, the product key, and the proof of purchase directly to that other person, without retaining any copies of the software. You may

use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new computer, you must remove the software from the prior computer. You may not transfer the software to share licenses between computers. You may transfer Get Genuine Windows software, Pro Pack or Media Center Pack software only together with the licensed computer.

How does Internet activation work? The first time you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed computer. This process is called “activation.” Because activation is meant to identify unauthorized changes to the licensing or activation functions of the software, and to otherwise prevent unlicensed use of the software, you may not bypass or circumvent activation.

Does the software collect my personal information? If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer systems to send or receive information, including personal information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

How do we use your information? Microsoft uses the information it collects through the software features to upgrade or fix the software and otherwise improve our products and services. In certain circumstances, we also share it with others. For example, we share error reports with relevant hardware and software vendors so that they can use the information to improve how their products run with Microsoft products. You agree that we may collect, use, and disclose the information as described in our Privacy Statement at go.microsoft.com/fwlink/?linkid=280262.

What does this agreement apply to? This agreement applies to the software, the media on which you received the software, and also any Microsoft updates, supplements, and services for the software, unless other terms come with them. It also applies to Windows apps that are included with Windows, which are separate from the software features.

Are there things I'm not allowed to do with the software? Yes. Because the software is licensed, not sold, Microsoft reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not: use or virtualize features of the software separately; publish, copy (other than the permitted backup copy), rent, lease, or lend the software; transfer the software (except as permitted by this agreement); attempt to circumvent technical protection measures in the software, reverse engineer, decompile, or disassemble the software, except if the laws where you live permit this even when our agreement does not. In that case, you may do only what your law allows. When using Internet-based features or Microsoft Family Safety, you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to any service, data, account, or network, in an unauthorized manner.

ADDITIONAL TERMS

1. License Rights and Multi-User Scenarios

- a. Computer. In this agreement, “computer” means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a computer. The software is licensed to run on up to two processors on the licensed computer.
- b. Multiple versions. The software includes multiple versions (such as 32-bit and 64-bit versions), and you may install only one of those versions.
- c. Multiple or pooled connections. Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software,

does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each copy of the software you are using.

d. Device connections. You may allow up to 20 other devices to access the software installed on the licensed computer for the purpose of using file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed computer. You may allow any number of devices to access the software on the licensed computer to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.

e. Client Hyper-V. You may use the Client Hyper-V technology in the software to create a virtual instance of this or other software, but only if the software you are creating the virtual instance of permits you to do that.

f. Use in a virtualized environment. If you use virtualization software, including Client Hyper-V, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this agreement. This license allows you to install only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one virtual computer, you must obtain separate copies of the software and a separate license for each copy. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.

g. Remote access. The software contains Remote Desktop and Remote Assistance technologies that enable the software or applications installed on the licensed computer to be accessed remotely from other devices.

- Remote Desktop. Remote Desktop or similar technologies is licensed for a single user, who is either accessing that software from a local computer or remotely. For this agreement, you are the licensed single user. You may access the software running on this licensed host computer from another device by using Remote Desktop. Other users, one at a time, may access the licensed software running on this host computer from any device using Remote Desktop, but only if the remote device is separately licensed to run a Pro edition of Windows 8 or Windows 8.1.
- Remote Assistance. You may use Remote Assistance or similar technologies to share an active session without obtaining any additional licenses for the software. Remote Assistance allows one user to directly connect to another user's computer, usually to correct problems.

2. Binding Arbitration and Class Action Waiver

a. Application. If you live in the United States, this Section 2 applies to any dispute EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS. Dispute means any dispute, action, or other controversy between you and Microsoft concerning the software (including its price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

b. Notice of Dispute. In the event of a dispute, you or Microsoft must give the other a Notice of Dispute, which is a written statement of the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. A form is available at go.microsoft.com/fwlink/?linkid=245499. Microsoft will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation

within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.

c. Small claims court. You may also litigate any dispute in small claims court in your county of residence or King County, Washington, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

d. Binding arbitration. If you and Microsoft do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

e. Class action waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Microsoft will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

f. Arbitration procedure, costs, fees, and incentives. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. If you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see adr.org or call 1-800-778-7879. In a dispute involving \$75,000 USD or less, Microsoft will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees. You and Microsoft agree to the terms governing procedures, fees, and incentives at go.microsoft.com/fwlink/?linkid=281874. To commence arbitration, submit the form available at go.microsoft.com/fwlink/?linkid=245497 to the AAA. You agree to commence arbitration only in your county of residence or in King County, Washington. Microsoft agrees to commence arbitration only in your county of residence.

g. Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute to which Section 2 applies must be filed within one year in small claims court (Section 2.c) or in arbitration (Section 2.d). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

h. Severability. If the class action waiver in Section 2.e is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 2 (arbitration) will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section 2 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 2 remaining in full force and effect.

3. Choice of Law

The laws of the state or country where you live govern all claims and disputes concerning the software (including its price) or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, except that the FAA governs all provisions relating to arbitration. If you acquired the software in any other country, the laws of that country apply. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so.

4. Activation

a. More on how activation works. The software will notify you whether the installed copy of the software is properly licensed. During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see go.microsoft.com/fwlink/?linkid=280262. If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. In either case, Internet and telephone service charges may apply.

b. Re-activation. Some changes to your computer components or the software may require re-activation of the software.

c. Activation failure. During online activation, if the licensing or activation functions of the software are found to be counterfeit, improperly licensed, or include unauthorized changes, activation will fail and the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. The software will notify you if the installed copy of the software is improperly licensed or includes unauthorized changes. In addition, you may receive reminders to obtain a properly licensed copy of the software. You may not be able to obtain certain updates or upgrades from Microsoft if your copy of the software is found to be improperly licensed.

5. Internet-Based Features; Privacy

Some software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser, and name and version of the software you are using, and the language code of the computer where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Windows 8.1 Privacy Statement at go.microsoft.com/fwlink/?linkid=280262 and information that may be presented to you in the Windows user interface. Some Internetbased features may be delivered and updated at a later date—if, for example, you acquire an application that relies on one of those services, or to help make the software safer or more reliable.

a. Windows Update. If you use the Windows Update service in the software, updates or downloads to the Windows Update service will be required for proper functioning of the service, from time to time, and will be downloaded and installed without further notice to you.

b. Windows digital rights management technology. Some content owners use Windows digital rights management technology (DRM) to protect their copyrights and other intellectual property, including by disabling the software's ability to play protected content if Windows DRM fails. You agree that Microsoft may include a revocation list with the licenses.

c. Windows Media Player. When you use Windows Media Player, it checks with Microsoft for compatible online music services in your region and new versions of the player. You may only use Windows Media Player as described at go.microsoft.com/fwlink/?linkid=104605.

d. Windows Defender. If turned on, Windows Defender will search your computer for many types of malicious software ("malware"), including viruses, worms, bots, rootkits, "spyware", "adware," and other potentially unwanted software. If you choose the recommended security settings when you first start using the software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software. It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.

- e. Malicious software removal. The software may periodically scan for and remove malware from your computer, using the malicious software removal tool most recently downloaded to your computer. After the scan completes and at regular intervals, a report will be sent to Microsoft with specific information about malware detected, errors, and other information about your computer. This information is used to help protect your computer from malicious software, as well as to improve the software and other Microsoft Chapter 3 Licenses 3-53 products. You may disable the software's reporting functionality by following the instructions found at go.microsoft.com/fwlink/?linkid=241725.
- f. SmartScreen Filter. If enabled, the SmartScreen Filter will check the addresses of webpages and downloads you attempt to view against a frequently updated list of webpages and downloads that have been reported to Microsoft as unsafe or suspicious. SmartScreen will also check downloaded programs that you attempt to run against a list of commonly downloaded or run programs to help you make more informed trust decisions. More information can be found by visiting the Internet Explorer Privacy Statement at go.microsoft.com/fwlink/?linkid=280122. By enabling SmartScreen in either Windows or Internet Explorer, you consent to this feature, and you agree to use the SmartScreen Filter only in conjunction with Windows or Internet Explorer. You may not, either manually or by enabling or authorizing any software or service, copy, display, distribute, collect, or store any data provided by the SmartScreen Filter.
- g. IPv6 Network Address Translation (NAT) Traversal service (Teredo). Each time you start your licensed computer, Teredo will attempt to locate a public Internet Protocol version 6 (IPv6) service on the Internet. This occurs automatically when your licensed computer is connected to a public or private network, but does not occur on managed networks such as enterprise domains. If you use a program that requires Teredo to use IPv6 connectivity, or if you configure your firewall to always enable IPv6 connectivity, then Teredo will periodically contact the Microsoft Teredo service over the Internet. The only information sent to Microsoft is standard computer information and the name of the service requested (for example teredo.ipv6.microsoft.com). The information sent from your computer by Teredo is used to determine if your computer is connected to the Internet and if it can locate a public IPv6 service. Once the service is located, information is sent to maintain a connection with the IPv6 service.
- h. Plug and Play and Plug and Play Extensions. Your computer may not have the drivers needed to communicate with hardware that you connect to your computer. If so, the update feature of the software can obtain and install the correct driver on your computer. An administrator can disable this update feature.
- i. Digital certificates. The software uses digital certificates to confirm the identity of Internet users sending X.509 standard encrypted information, to digitally sign files and macros, and to verify the integrity and origin of file contents. The software may retrieve and update certificates, certificate revocation lists, and the list of trusted certification authorities, over the Internet.
- j. Network awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query transfers only standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- k. Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the applicable service provider (which may not be Microsoft): the title and full web address or URL of the current webpage, standard computer information, and any content you have selected. For more information, see go.microsoft.com/fwlink/?linkid=280122.
- l. Search provider update. The software will download an update to the data on your computer about search providers. This update upgrades your providers with the latest features, such as new icons or search suggestions. This is a one-time update, but the

software will try to perform the update several times if it does not successfully download the update. For more information, see go.microsoft.com/fwlink/?linkid=280122

m. Cookies. If you choose to use online features in the software, such as online Help and Support, cookies may be set. To learn how to block, control, and delete cookies, please read the cookies section of the Privacy Statement at go.microsoft.com/fwlink/?linkid=74170.

n. Windows Store. In addition to the terms of this agreement for Internet-based features, you may only use the Windows Store under the terms available at go.microsoft.com/fwlink/?linkid=246694. Those terms also contain information about Windows Notification Service. Windows apps or any preinstalled apps in your Start may use Windows Notification Service. You agree that we may send you notifications as described in the Windows 8.1 Privacy Statement and Windows Store terms of service.

6. Windows Apps

Windows apps (such as Mail, Calendar, and People) are apps that are developed by Microsoft, included with Windows, and licensed to you under this agreement. You can access each Windows app from its corresponding tile in Start. Some of the Windows apps provide an access point to online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the app's settings. Unless other terms are displayed to you or presented in the app's settings, you agree the services that you access from the Windows apps are governed by the Microsoft Services Agreement at go.microsoft.com/fwlink/?linkid=246338, or for Windows apps that access Xbox services, the xbox.com/legal/livetou. We continuously work to improve the services and we may change the services at any time. The services may not be available in certain countries. You may choose to uninstall any Windows app at any time, and you may also choose to reinstall any Windows app by downloading it from the Windows Store. Some Windows apps include advertising. You may choose to opt out of personalized advertising by visiting choice.live.com.

7. Proof of License

If you acquired the software on a disc or other physical media, your proof of license is the genuine Microsoft certificate of authenticity label with the accompanying genuine product key, and your proof of purchase. If you acquired and downloaded the software online, your proof of license is the genuine Microsoft product key for the software that you received with your purchase, and your proof of purchase from an authorized electronic supplier of genuine Microsoft software. If you acquired and downloaded the software via the Windows Store, your proof of purchase is the proof of purchase for the Windows 8 Pro software that you updated from. Proof of purchase may be subject to verification by your merchant's records.

8. Updates and Upgrades

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. Certain upgrades, support, and other services may be offered only to users of genuine Microsoft software. For more information about Genuine Windows, see go.microsoft.com/fwlink/?linkid=104612. To identify genuine Microsoft software, see howtotell.com.

9. Limited Rights Versions

Some versions of the software, like Not for Resale and Academic Edition software, are distributed for limited purposes. You may not sell software marked as "NFR" or "Not for Resale", and you must be a Qualified Educational User to use software marked as "Academic Edition" or "AE." If you want to find out more about academic software, or you want to find out if you are a Qualified Educational User, visit microsoft.com/education or contact the Microsoft affiliate serving your country for more information.

10. Fonts, Icons, Images, and Sounds

a. Font components. While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.

b. Icons, images, and sounds. While the software is running, you may access and use its icons, images, sounds, and media only from the licensed computer. You may not share the sample images, sounds, and media provided with the software or use them for any other purpose.

11. .NET Framework

The software includes one or more components of the .NET Framework, which you may use only as described at go.microsoft.com/fwlink/?linkid=66406 if you use the .NET Framework components to conduct internal benchmark testing.

12. H.264/AVC and MPEG-4 Visual Standards and VC-1 Video Standards

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

13. Adobe Flash Player

The software may include a version of Adobe Flash Player. You agree that your use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at go.microsoft.com/fwlink/?linkid=248532. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

14. Third-Party Programs

This software contains certain third-party programs. You agree that your use of them is governed by the license terms provided with those programs.

15. Geographic and Export Restrictions

If there is a geographic region indicated on your software packaging, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit go.microsoft.com/fwlink/?linkid=141397 and microsoft.com/exporting.

16. Support and Refund Procedures

Microsoft provides limited support services for properly licensed software as described at support.microsoft.com/common/international.aspx. If you purchased the software from a retailer and are seeking a refund, and you cannot obtain one where you acquired the software, contact Microsoft for information about Microsoft's refund policies. See microsoft.com/worldwide, or in North America, call (800) MICROSOFT or see microsoft.com/info/nareturns.htm.

17. Entire Agreement

This agreement (together with terms accompanying any software supplements, updates, and services that are provided by Microsoft and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless Microsoft provides other terms with such

supplements, updates, or services). You can review this agreement after your software is running by going to microsoft.com/about/legal/en/us/intellectualproperty/useterms/default.aspx or by following the instructions in the Action Center—Windows Activation within the software. You can also review the terms at any of the links in this agreement after your software is running by typing the URLs into your browser address bar, and you agree to do so. You agree that for each service or included app that is governed by this agreement, and also specific terms linked in this agreement, you will read the terms for that service before using the service. You understand that by using the service, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing terms that bind you and us are:

- go.microsoft.com/fwlink/?linkid=280262 (Windows 8.1 Privacy Statement)
- go.microsoft.com/fwlink/?linkid=281874 (Arbitration Procedure)
- go.microsoft.com/fwlink/?linkid=104605 (Windows Media Player)
- go.microsoft.com/fwlink/?linkid=246694 (Windows Store Terms of Use)
- go.microsoft.com/fwlink/?linkid=246338 (Microsoft Services Agreement)
- xbox.com/legal/livetou (Xbox LIVE Terms of Use)
- go.microsoft.com/fwlink/?linkid=66406 (.NET Framework Terms)
- go.microsoft.com/fwlink/?linkid=248532 (Adobe Flash Player License Terms)

LIMITED WARRANTY

Is there a LIMITED WARRANTY for the software? Yes. Microsoft warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. This limited warranty does not cover problems that you cause, or that arise when you fail to follow instructions, or that are caused by events beyond Microsoft's reasonable control. The limited warranty starts when the first user of your copy of the software acquires that copy, and lasts for one year. Any supplements, updates, or replacement software that you may receive from Microsoft during that year are also covered, but only for the remainder of that one-year period or for 30 days, whichever is longer. Transferring the software will not extend the term of the limited warranty. Microsoft gives no other express warranties, guarantees, or conditions. Microsoft excludes all implied warranties, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the exclusion of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies that are described in this agreement. A section near the end of this agreement explains how you can make a claim under the limited warranty.

What if Microsoft breaches its warranty? If Microsoft breaches its limited warranty, your only remedy is the repair or replacement of the software. We also have the option to refund to you the price you paid for the software (if any) instead of repairing or replacing it. Prior to refund, you must uninstall the software and return it to Microsoft, with proof of purchase.

What if Microsoft breaches any part of this agreement? If you have any basis for recovering damages from Microsoft, you can recover only direct damages up to the amount that you paid for the software (or up to \$50 USD if you acquired the software for no charge). You may not recover any other damages, including consequential, lost profits, special, indirect, or incidental damages. The damage exclusions and limitations in this agreement apply even if repair, replacement or a refund for the software does not fully compensate you for any losses or if Microsoft knew or should have known about the possibility of the damages. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. If your local law allows you to recover other damages from Microsoft even though this agreement does not, you cannot

recover more than you paid for the software (or up to \$50 USD if you acquired the software for no charge.)

WARRANTY PROCEDURES

You need proof of purchase for service under the limited warranty.

1. United States and Canada. For limited warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft via telephone at (800) MICROSOFT; via mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit microsoft.com/info/nareturns.htm.
2. Europe, Middle East, and Africa. If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes the limited warranty. To make a claim under the limited warranty, you must contact either Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland, or the Microsoft affiliate serving your country (see microsoft.com/worldwide).
3. Australia. If you acquired the software in Australia, contact Microsoft to make a claim at 13 20 58; or Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia.
4. Other countries. If you acquired the software in another country, contact the Microsoft affiliate serving your country (see microsoft.com/worldwide).

MIT License

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

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

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND 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.

OpenSSL License

The OpenSSL toolkit stays under a double license, i.e. both the conditions of the OpenSSL License and the original SSLeay license apply to the toolkit.

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

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

3. All advertising materials mentioning features or use of this software must display the following acknowledgment:
"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"
4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.
5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.
6. Redistributions of any form whatsoever must retain the following acknowledgment:
"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT 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.

Original SSLeay License

This package is an SSL implementation written by Eric Young (ey@cryptsoft.com).

The implementation was written so as to conform with Netscapes SSL.

This library is free for commercial and non-commercial use as long as the following conditions are aheared to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com).

Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed.

If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.

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

1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement:

"This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)"

The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-).

4. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement:

"This product includes software written by Tim Hudson (tjh@cryptsoft.com)"

THIS SOFTWARE IS PROVIDED BY ERIC YOUNG "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, Chapter 3 Licenses 3-60 EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The licence and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution licence [including the GNU Public Licence.]

Other FOSS License

SQLite Is Public Domain

All of the code and documentation in SQLite has been dedicated to the public domain by the authors. All code authors, and representatives of the companies they work for, have signed affidavits dedicating their contributions to the public domain and originals of those signed affidavits are stored in a firesafe at the main offices of Hwaci. Anyone is free to copy, modify, publish, use, compile, sell, or distribute the original SQLite code, either in source code form or as a compiled binary, for any purpose, commercial or noncommercial, and by any means.

The previous paragraph applies to the deliverable code and documentation in SQLite - those parts of the SQLite library that you actually bundle and ship with a larger application. Some scripts used as part of the build process (for example the "configure" scripts generated by autoconf) might fall under other open-source licenses. Nothing from these build scripts ever reaches the final deliverable SQLite library, however, and so the licenses associated with those scripts should not be a factor in assessing your rights to copy and use the SQLite library.

All of the deliverable code in SQLite has been written from scratch. No code has been taken from other projects or from the open internet. Every line of code can be traced back to its original author, and all of those authors have public domain dedications on file. So the SQLite code base is clean and is uncontaminated with licensed code from other projects.

Open-Source, not Open-Contribution

SQLite is open-source, meaning that you can make as many copies of it as you want and do whatever you want with those copies, without limitation. But SQLite is not opencontribution. In order to keep SQLite in the public domain and ensure that the code does not become contaminated with proprietary or licensed content, the project does not accept patches from unknown persons.

All of the code in SQLite is original, having been written specifically for use by SQLite. No code has been copied from unknown sources on the internet.

Warranty of Title

SQLite is in the public domain and does not require a license. Even so, some organizations want legal proof of their right to use SQLite. Circumstances where this occurs include the following:

Your company desires indemnity against claims of copyright infringement.

You are using SQLite in a jurisdiction that does not recognize the public domain.

You are using SQLite in a jurisdiction that does not recognize the right of an author to dedicate their work to the public domain.

You want to hold a tangible legal document as evidence that you have the legal right to use and distribute SQLite.

Your legal department tells you that you have to purchase a license.

If any of the above circumstances apply to you, Hwaci, the company that employs all the developers of SQLite, will sell you a Warranty of Title for SQLite. A Warranty of Title is a legal document that asserts that the claimed authors of SQLite are the true authors, and that the authors have the legal right to dedicate the SQLite to the public domain, and that Hwaci will vigorously defend against challenges to those claims. All proceeds from the sale of SQLite Warranties of Title are used to fund continuing improvement and support of SQLite.

Contributed Code

In order to keep SQLite completely free and unencumbered by copyright, the project does not accept patches. If you would like to make a suggested change, and include a patch as a proof-of-concept, that would be great. However please do not be offended if we rewrite your patch from scratch.

1) The above seems to be from <http://sqlite.org/copyright.html>

2) Source files in the download package from <https://www.sqlite.org/2019/sqliteamalgamation-3280000.zip> include the following:

```
/*
```

```
2006 June 7
```

```
The author disclaims copyright to this source code. In place of a legal notice, here is a blessing:
```

```
May you do good and not evil.
```

```
May you find forgiveness for yourself and forgive others.
```

```
May you share freely, never taking more than you give.
```

SQLite Encryption Extension Software License Agreement

Background

This Software License Agreement ("Agreement") is made between Hipp, Wyrick, & Company, Inc (hereafter "Hwaci"), a Georgia corporation with headquarters at 6200 Maple Cove Lane, Charlotte, NC, USA and

NAME OF LICENSEE

ADDRESS OF LICENSEE

The second party above is hereafter referred to as "Licensee". In the event that the second party named above is a company with many employees and/or contractors, this agreement shall apply to a single project team within that company, where for the purposes of this agreement a project team shall be defined as a group of employees and/or contractors that work with each other on a daily basis and who all know each others names.

The effective date of this agreement is DATE.

Hwaci is the developer of computer software known as SQLite and the SQLite Encryption Extension ("SEE"). Hwaci has dedicated the SQLite software to the public domain, but this is not the case for the SEE software. Hwaci retains all intellectual property rights to the SEE software.

Licensee desires to utilize and/or distribute the SEE software.

Agreement

Hwaci and Licensee agree as follows:

1. License.

Hwaci hereby grants to Licensee a perpetual, irrevocable, nonexclusive, limited license to use the SEE software as follows:

- a. Licensee shall not copy, duplicate, reproduce, license or sublicense the source code to the SEE software, in whole or in part, without the prior written consent of Hwaci.
- b. Licensee may distribute, royalty-free and without limitation, compiled binary images of the SEE software that are either statically linked with additional software developed by the Licensee, or are that are deployed in some other Hwaci-approved manner that prevents third-parties from extracting the SEE software and reusing it for other unrelated purposes.
- c. Licensee may modify the SEE software source code and may distribute compiled binary images of the SEE software that incorporates those changes under the same terms as the original unmodified SEE software.
- d. Licensee shall not copy, duplicate, reproduce, license or sublicense a compiled binary image of the SEE software, in whole or in part, in either modified form or as original received from Hwaci, except when such binary images are statically linked against additional software developed by Licensee, or other security Hwaci-approved steps are taken to prevent third-parties from reusing the SEE software for unrelated purposes.

2. Fee.

In consideration for the grant of the license and the use of the SEE software, Licensee agrees to pay Hwaci the sum of \$2,000 (US).

3. Warranty of Title.

Hwaci hereby represents and warrants to Licensee that Hwaci is the owner of the SEE software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Hwaci or to either:

- i. procure, at Hwaci's expense, the right to use the SEE software,
- ii. replace the SEE software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or
- iii. refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Hwaci.

4. Warranty of Functionality.

For a period of 30 calendar days following delivery of the SEE software to Licensee (the "Warranty Period"), Hwaci warrants that the SEE software shall perform in all material respects according to the Hwaci's specifications concerning the SEE software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Hwaci. Licensee's sole remedy shall be that Hwaci shall either correct the SEE software so that it operates according to specification or return the full amount of the license fee and cancel this agreement. This warranty shall not apply to the SEE software if modified by anyone or if used improperly or on an operating environment not approved by Hwaci. This warranty applies only to the original, unmodified SEE software as sent to Licensee from Hwaci and not to any altered or modified versions of the SEE software that Licensee may have developed.

5. Optional Extended Maintenance.

After expiration of the Warranty Period, Licensee may continue to receive maintenance support for successive twelve (12) month periods. The charge for such optional extended maintenance support shall be Hwaci's regular list price for maintenance and support for the SEE software as published from time to time by Hwaci. Licensee shall notify Hwaci in writing if it desires to receive optional extended maintenance. If Licensee fails to take optional extended maintenance and later elects to receive it, Hwaci reserves the right to charge Licensee its maintenance fees for the period of the lapse in maintenance. Hwaci may elect to discontinue maintenance at any time upon notice to Licensee, and refund of any then unearned maintenance fees.

6. Software Updates.

Hwaci may from time to time make enhancements or improvements to the SEE software. Hwaci shall, at the request of Licensee, make such enhancements and improvements available to Licensee under the same terms as the original SEE software.

7. Payment.

Payment of the license fee shall be made within thirty (30) days following invoice from Hwaci. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Hwaci, then in addition to any other amount due, Hwaci may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

8. Taxes.

In addition to all other amounts due hereunder, Licensee shall also pay to Hwaci, or reimburse Hwaci as appropriate, all amounts due for property tax on the SEE software and for sales, use, excise taxes or other taxes which are measured directly by payments made by Licensee to Hwaci. In no event shall Licensee be obligated to pay any tax paid on the income of Hwaci or paid for Hwaci's privilege of doing business.

9. Warranty Disclaimer.

Hwaci's warranties set forth in this agreement are exclusive and are in lieu of all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

10. Limitation of Liability.

Hwaci shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Hwaci was advised of the possibility of such losses in advance. In no event shall Hwaci's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

11. Notice.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Hwaci:

D. Richard Hipp
Hipp, Wyrick & Company, Inc.
6200 Maple Cove Lane
Charlotte, NC 28269
USA

If to Licensee:

NAME AND ADDRESS OF LICENSEE

12. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of North Carolina.

13. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Licensee or Hwaci without the prior express written approval of the other.

14. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

15. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

16. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

In witness whereof, Hwaci and Licensee have executed this Software License Agreement on the day and year first above written.

The Universal Permissive License

Subject to the condition set forth below, permission is hereby granted to any person obtaining a copy of this software, associated documentation and/or data (collectively the "Software"), free of charge and under any and all copyright rights in the Software, and any and all patent rights owned or freely licensable by each licensor hereunder covering either (i) the unmodified Software as contributed to or provided by such licensor, or (ii) the Larger Works (as defined below), to deal in both

(a) the Software, and

(b) any piece of software and/or hardware listed in the `lrgwrks.txt` file if one is included with the Software (each a "Larger Work" to which the Software is contributed by such licensors),

without restriction, including without limitation the rights to copy, create derivative works of, display, perform, and distribute the Software and make, use, sell, offer for sale, import, export, have made, and have sold the Software and the Larger Work(s), and to sublicense the foregoing rights on either these or other terms.

This license is subject to the following condition:

The above copyright notice and either this complete permission notice or at a minimum a reference to the UPL must 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.

VXN Software Terms of Use

THE VXN SOFTWARE (THE "SOFTWARE") IS PROVIDED UNDER THE FOLLOWING TERMS OF USE THAT DEFINES WHAT YOU MAY DO WITH THIS SOFTWARE, AND CONTAINS LIMITATIONS ON WARRANTIES AND YOUR REMEDIES.

THE COPYRIGHT, DATABASE RIGHTS AND ANY OTHER INTELLECTUAL PROPERTY RIGHTS IN THE PROGRAMS AND DATA WHICH CONSTITUTE THIS SOFTWARE, TOGETHER WITH THE DISKETTE OR OTHER MEDIA ON WHICH THEY WERE SUPPLIED TO YOU IF ANY, ARE AND REMAIN THE PROPERTY OF SECURE TRANSPORT (DATAWIRE) FISERV INC. ("WE", "US" or "SECURE TRANSPORT (DATAWIRE) FISERV"). YOU ARE LICENSED TO USE THEM ONLY IF YOU ACCEPT ALL THE TERMS AND CONDITIONS SET OUT BELOW.

BY INSTALLING OR USING THIS SOFTWARE, YOU INDICATE ACCEPTANCE OF THESE TERMS OF USE AND THE LIMITED WARRANTY AND LIMITATION OF LIABILITY SET OUT HEREIN. SUCH ACCEPTANCE IS EITHER ON YOUR OWN BEHALF, OR ON BEHALF OF ANY CORPORATE ENTITY WHICH EMPLOYS YOU OR WHICH YOU REPRESENT ("CORPORATE LICENSEE"). IN THIS LICENSE AGREEMENT, "YOU" INCLUDES ANY CORPORATE LICENSEE. YOU SHOULD THEREFORE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SOFTWARE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU SHOULD RETURN WITHIN FOURTEEN (14) DAYS OF RECEIPT TO US (A) THE DISKETTE, FILE OR OTHER MEDIA, AND (B) ANY OTHER ITEMS PROVIDED THAT ARE PART OF THIS SOFTWARE, IF APPLICABLE.

BEFORE RETURNING THIS SOFTWARE, YOU MAY NOT USE IT IN ANY MANNER OR MAKE COPIES OF THE SOFTWARE OR ANY PARTS OF IT WHETHER IN AN ELECTRONIC FORMAT OR OTHERWISE.

1. SOFTWARE

1.1 SECURE TRANSPORT (DATAWIRE) FISERV INC. ("we" or "us") provides you with the Software including computer programs which may be provided on a stand-alone basis or pre-installed on a device, these terms of use, and any accompanying documents.

1.2 The copyright, patents and all other right, title and interest in all portions of the Software shall at all times remain with us or our suppliers. You must fully reproduce any copyright, patent or other notice marked on any part of the Software on all copies you make. No title to the Software or any part or copy is transferred to you.

2. GRANT OF LICENSE

2.1 These Terms of Use grants you a non-exclusive, non-transferable license to use the Software in accordance with the terms and conditions contained herein. The Software is intended for use only for the purpose of enabling point of sale terminals, ATM machines, point of sale software and other devices to transport financial transactions from such devices using Secure Transport (Datawire) Fiserv transaction delivery network. You are not permitted to use the Software for any other purpose and your license to use the Software will immediately terminate in the event that you no longer process transactions using the VXN for any reason whatsoever.

3. LICENSE LIMITATIONS

3.1 YOU MAY NOT:

3.1.1 use the Software or make copies of it or any part of it, except as expressly permitted; copy, publish or distribute all or substantially all of the Software;

3.1.2 make copies of any manuals or other documentation provided with the Software;

3.1.3 use the Software or any part of it in a computer service or timesharing business;

3.1.4 translate, reverse engineer, decompile or disassemble any part of the Software, except where the Software is provided to you in source-code form for the purpose of integrating your application with the Software to enable your application to utilize Secure Transport (Datawire) Fiserv transaction delivery network. If required by law, we will make available information concerning the computer programs which you are entitled by law to receive for interoperability purposes, and which could otherwise only be obtained by decompiling or disassembling the computer programs;

3.1.5 rent, lease or loan the Software;

3.1.6 assign or transfer the Software without our prior written consent, except where such Software has been integrated into your application and is licensed along with your application to enable your application to utilize Secure Transport (Datawire) Fiserv transaction delivery network;

3.1.7 modify any of the computer programs provided or their data files, or merge all or any part of the computer programs in another program of ours, yours or a third party, except as required for you to integrate your application with the Software to enable your application to utilize Secure Transport (Datawire) Fiserv transaction delivery network;

3.1.8 remove any copyright, patent or other notice marked on any part of the Software or on any documentation;

3.1.9 tamper or interfere with any security or copy protection device or code; or

3.1.10 make the Software available for use by anyone other than yourself.

3.1.11 prepare or make derivative works based on the Software.

4. TERM

4.1 This license shall continue for as long as you use the Software, except that it will terminate automatically without notice from us if you fail to comply with any term or condition of these Terms of Use. The license will also terminate immediately if you cease using Secure Transport (Datawire) Fiserv transaction delivery network to process transactions. Upon termination, you agree to destroy or erase the original and all other copies of the Software, and all related materials. The Limitations of Warranties and Liability set out below shall survive any termination of this License.

5. INDEMNITY

5.1 You agree to indemnify us against all third party claims arising from your use of the Software.

6. WARRANTY

6.1 If this Software was supplied to you via a physical medium such as a CD-ROM, we warrant that the Software storage medium will be free from defects in materials and workmanship for a period of ninety (90) calendar days from the date of delivery to you. We will replace any defective storage medium plus shipping and handling, upon receipt from you of the defective medium at the address below. Your sole remedy for a breach of this warranty shall be replacement of the storage medium by us.

6.2 For great clarity, the warranty in section 6.1 does not include any device upon which the Software was installed.

7. LIMITATION OF WARRANTIES AND LIABILITY

7.1 EXCEPT FOR THE EXPRESS WARRANTY ABOVE, WE PROVIDE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO THIS SOFTWARE OR ITS ACCURACY OR RELIABILITY.

7.2 THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING.

7.3 NEITHER WE NOR OUR SUPPLIERS, AGENTS, OFFICERS AND DIRECTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE ANTICIPATED PROFITS OR SAVINGS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY.

7.4 THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NON-PERFORMANCE OR FAILURE IS A BREACH OF FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH.

8. RESTRICTED RIGHTS

8.1 You agree that you will not export or re-export the Software to any country, person, or entity subject to export restrictions either in Canada or the United States of America ("United States" or "U.S.").

9. SOFTWARE SUPPORT

9.1 We do not warrant or guarantee any Software support or training whatsoever. Notwithstanding the foregoing, Secure Transport (Datawire) Fiserv may at its option provide You with software support to assist you in integrating your application to the Secure Transport network.

10. GENERAL

10.1 These Terms of Use shall be governed and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein.