

Copyright Notice for MiCollab Advanced Messaging version 9.4

This product includes the open source software components listed below, distributed under the terms of the open source license agreements indicated. Full copies of these license agreements are included at the end of this notice. Open source components are distributed by their copyright holders without warranties of any kind, express or implied. The copyright holders are not responsible for any damages arising from the use of these components. This does not limit the warranty and support as provided under your Open Text license agreement for the product as a whole.

Component Name	Component Version	Component License
3rd-Eden/kuler	2.0.0	MIT License
3rd-Eden/text-hex	1.0.0	MIT License
Activity	1.1.0	Apache License 2.0
alexgorbatchev/node-crc	3.8.0	MIT License
Android AppCompat Library v7	1.1.0	Apache License 2.0
Android Arch-Common	2.1.0	Apache License 2.0
Android Arch-Runtime	2.1.0	Apache License 2.0
Android DB	2.0.1	Apache License 2.0
Android Legacy Support V4	1.0.0	Apache License 2.0
Android Lifecycle-Common	2.2.0	Apache License 2.0
Android Lifecycle LiveData	2.0.0	Apache License 2.0
Android Lifecycle LiveData Core	2.2.0	Apache License 2.0
Android Lifecycle Runtime	2.2.0	Apache License 2.0
Android Lifecycle Service	2.0.0	Apache License 2.0
Android Lifecycle ViewModel	2.2.0	Apache License 2.0
Android Lifecycle ViewModel with SavedState	2.2.0	Apache License 2.0
Android Lint Checks	27.1.3	Apache License 2.0

Android Resources Library	1.1.0	Apache License 2.0
Android Room-Common	2.1.0	Apache License 2.0
Android Room-Runtime	2.1.0	Apache License 2.0
Android Support AnimatedVectorDrawable	1.1.0	Apache License 2.0
Android Support CardView v7	1.0.0	Apache License 2.0
Android Support Library Annotations	1.1.0	Apache License 2.0
Android Support Library Async Layout Inflater	1.0.0	Apache License 2.0
Android Support Library collections	1.1.0	Apache License 2.0
Android Support Library compat	1.1.0	Apache License 2.0
Android Support Library Coordinator Layout	1.0.0	Apache License 2.0
Android Support Library core UI	1.0.0	Apache License 2.0
Android Support Library core utils	1.0.0	Apache License 2.0
Android Support Library Cursor Adapter	1.0.0	Apache License 2.0
Android Support Library Custom View - androidx.customview:customview	1.0.0	Apache License 2.0
Android Support Library Custom View - androidx.swiperefreshlayout:swiperefreshlayout	1.0.0	Apache License 2.0
Android Support Library Document File	1.0.0	Apache License 2.0
Android Support Library Drawer Layout	1.0.0	Apache License 2.0
Android Support Library fragment	1.2.4	Apache License 2.0
Android Support Library Interpolators	1.0.0	Apache License 2.0
Android Support Library loader	1.0.0	Apache License 2.0
Android Support Library Local Broadcast Manager	1.0.0	Apache License 2.0

Android Support Library media compat	1.0.0	Apache License 2.0
Android Support Library Print	1.0.0	Apache License 2.0
Android Support Library Sliding Pane Layout	1.0.0	Apache License 2.0
Android Support Library View Pager	1.0.0	Apache License 2.0
Android Support RecyclerView v7	1.0.0	Apache License 2.0
Android Support SQLite - Framework Implementation	2.0.1	Apache License 2.0
Android Support VectorDrawable	1.1.0	Apache License 2.0
Android Transition Support Library	1.0.0	Apache License 2.0
Android WorkManager Runtime	2.1.0	Apache License 2.0
AndroidX Futures	1.0.0-rc01	Apache License 2.0
AndroidX Preference	1.1.1	Apache License 2.0
androidx.savedstate:savedstate	1.0.0	Apache License 2.0
angular2-recaptcha	1.1.0	ISC License
@angular/animations	12.1.0	MIT License
@angular/cdk	12.1.0	MIT License
@angular/common	12.1.0	MIT License
@angular/core	12.1.0	MIT License
@angular/forms	12.1.0	MIT License
@angular/platform-browser	12.1.0	MIT License
@angular/platform-browser-dynamic	12.1.0	MIT License
@angular/platform-server	12.1.0	MIT License
@angular/router	12.1.0	MIT License

Angus Activation Registries	1.0.0	Eclipse Distribution License - v 1.0
Angus Mail Core	1.0.0-M1	Eclipse Distribution License - v 1.0
Angus Mail Provider	1.0.0	Eclipse Distribution License - v 1.0
Animal Sniffer Annotations	1.18	MIT License
ansi-regex	5.0.1	MIT License
ansi-styles	3.2.1, v4.3.0	MIT License
Apache Log4Net	2.0.12	Apache License 2.0
app-module-path	2.2.0	BSD 2-clause "Simplified" License
argparse	1.0.10	MIT License
array-flatten	1.1.1	MIT License
@authenio/xml-encryption	2.0.0	MIT License
AutoValue Annotations	1.6.3	Apache License 2.0
bagpipe	0.3.5	MIT License
base64-js	1.3.0	MIT License
Buffer	5.2.1	MIT License
buffer-equal-constant-time	1.0.1	BSD 3-clause "New" or "Revised" License
buffer-from	1.1.1	MIT License
bytes	3.1.0	MIT License
bytes.js	3.0.0	MIT License
camelize	1.0.0	MIT License
Chalk	2.4.2	MIT License
classList.js	1.1.20150312	The Unlicense

cliui	v7.0.4	ISC License
Codemodel Core	4.0.0	Eclipse Distribution License - v 1.0
color-name	1.1.3	MIT License
colors.js	1.4.0	MIT License
colorspace	1.1.2	MIT License
color-string	1.6.0	MIT License
compression	1.7.4	MIT License
content-disposition	0.5.3	MIT License
content-security-policy-builder	2.1.0	MIT License
cookie	0.3.1, 0.4.0	MIT License
cookie-signature	1.0.6	MIT License
core-js	v2.6.12	MIT License
core-util-is	1.0.2	MIT License
crypto-utils/random-bytes	1.0.0	MIT License
dasherize	2.0.0	MIT License
debug	v2.6.9, v4.3.1	MIT License
destroy	1.0.4	MIT License
diagnostics	2.0.2	MIT License
dns-prefetch-control	0.2.0	MIT License
dont-sniff-mimetype	1.1.0	MIT License
DotNetZip	1.9.1.8	Microsoft Public License
dtd-parser	1.5.0	Eclipse Distribution License -

		v 1.0
ecdsa-sig-formatter	v1.0.11	Apache License 2.0
EclipseLink ASM	9.2.0	Eclipse Distribution License - v 1.0
EclipseLink Core	4.0.0-M3	Eclipse Distribution License - v 1.0
EclipseLink Moxy	4.0.0-M3	Eclipse Distribution License - v 1.0
EclipseLink SDO	4.0.0-M3	Eclipse Distribution License - v 1.0
ee-first	1.1.1	MIT License
emoji-regex	v8.0.0	MIT License
enabled	2.0.0	MIT License
encodeurl	1.0.2	MIT License
escalade	3.1.1	MIT License
escape-html	1.0.3	MIT License
escape-string-regexp	1.0.5	MIT License
Esprima	4.0.1	BSD 2-clause "Simplified" License
etag	1.8.1	MIT License
expect-ct	0.2.0	MIT License
expressjs/accepts	1.3.5, 1.3.7	MIT License
expressjs/compressible	2.0.16	MIT License
expressjs/express	4.17.1	MIT License
express-session	1.16.2	MIT License
express-winston	4.0.3	MIT License
Fast Infoset	2.1.0	Eclipse Distribution License - v 1.0

fast-safe-stringify	2.0.8	MIT License
feature-policy	0.3.0	MIT License
fecha	4.2.1	MIT License
felixge/node-retry	0.10.1	MIT License
file-stream-rotator	0.5.7	MIT License
finalhandler	1.1.2	MIT License
firebase-analytics	17.0.0	Android Software Development Kit License
firebase-common	18.0.0	Android Software Development Kit License
firebase-core	17.0.0	Android Software Development Kit License
firebase-iid	19.0.1	Android Software Development Kit License
firebase-iid-interop	17.0.0	Android Software Development Kit License
firebase-measurement-connector	18.0.0	Android Software Development Kit License
firebase-messaging	19.0.1	Android Software Development Kit License
forwarded	0.1.2	MIT License
frameguard	v3.1.0	MIT License
fs-extra	4.0.3	MIT License
gabs	v1.4.0	MIT License
get-caller-file	2.0.5	ISC License
GlassFish High Availability APIs and SPI	3.1.13	Eclipse Public License 2.0
gmbal-api-only-source	4.0.3	Eclipse Distribution License - v 1.0
golang-github-pkg-errors	0.8.1	BSD 2-clause "Simplified" License
golang.org/x/sys	0	BSD 3-clause "New" or "Revised" License

golang/text	v0.3.7	BSD 3-clause "New" or "Revised" License
Google API Common Protos	2.3.0	BSD 3-clause "New" or "Revised" License
Google API Extensions	3.3.0	BSD 3-clause "New" or "Revised" License
Google.Api.Gax.Grpc	3.3.0	BSD 3-clause "New" or "Revised" License
Google.Api.Gax.Grpc.GrpcCore	3.3.0	BSD 3-clause "New" or "Revised" License
Google APIs Auth Client Library	1.56.0	Apache License 2.0
Google.Apis.Calendar.v3 Client Library	1.51.0.2312	Apache License 2.0
Google APIs Client Library	1.56.0	Apache License 2.0
Google APIs Core Client Library	1.56.0	Apache License 2.0
Google.Apis.Gmail.v1 Client Library	1.51.0.2251	Apache License 2.0
Google.Apis.PeopleService.v1	1.56.0.2616	Apache License 2.0
Google.Apis.Pubsub.v1 Client Library	1.51.0.2272	Apache License 2.0
Google.Apis.Storage.v1 Client Library	1.51.0.2234	Apache License 2.0
Google.Cloud.Speech.V1	2.1.0	Apache License 2.0
Google.Cloud.Storage.V1	3.4.0	Apache License 2.0
Google.GData.AccessControl	2.1.0.0	Apache License 2.0
Google.GData.Analytics	2.1.0.0	Apache License 2.0
Google.GData.Apps	2.1.0	Apache License 2.0
Google.GData.Blogger	2.1.0	Apache License 2.0
Google.GData.Calendar	2.1.0	Apache License 2.0
Google.GData.Client	2.1.0	Apache License 2.0
Google.GData.Contacts	2.1.0	Apache License 2.0

Google.GData.ContentForShopping	2.1.0.0	Apache License 2.0
Google.GData.Documents	2.1.0.0	Apache License 2.0
Google.GData.Extensions	2.1.0.0	Apache License 2.0
Google.GData.Photos	2.1.0	Apache License 2.0
Google.GData.WebmasterTools	2.1.0	Apache License 2.0
Google.GData.YouTube	2.1.0.0	Apache License 2.0
googlei18n/libphonenumber	8.2.0	Apache License 2.0
google-libphonenumber	3.2.18	MIT License
Google.Longrunning	2.1.0	Apache License 2.0
Google REST API Extensions	3.3.0	BSD 3-clause "New" or "Revised" License
Google Sheets API	2.1.0.0	Apache License 2.0
grpc	2.37.1	Apache License 2.0
Guava ListenableFuture only	1.0	Apache License 2.0
has-flag	3.0.0	MIT License
helmet-crossdomain	0.4.0	MIT License
helmet-csp	v2.9.2	MIT License
helmetjs/helmet	v3.21.1	MIT License
helmetjs/nocache	v2.1.0	MIT License
hide-powered-by	1.1.0	MIT License
hpkp	2.0.0	MIT License
hsts	v2.2.0	MIT License
http-errors	1.7.2, 1.7.3	MIT License

iconv-lite	0.4.23	MIT License
idb	6.0.0	ISC License
ieee754	1.1.12	BSD 3-clause "New" or "Revised" License
ienoopen	1.1.0	MIT License
image-map-resizer	1.0.10	MIT License
imurmurhash	0.1.4	MIT License
indexzero/nconf	0.12.0	MIT License
inherits	2.0.3, v2.0.4	ISC License
ini	2.0.0	ISC License
isarray	1.0.0	MIT License
is-arrayish	0.3.2	MIT License
is-fullwidth-code-point	3.0.0	MIT License
istack-commons-tools	4.1.1	Eclipse Distribution License - v 1.0
istack common utility code runtime	4.1.1	Eclipse Distribution License - v 1.0
Jakarta Annotations API	2.1.1	Eclipse Public License 2.0
jakarta.xml.soap API	3.0.0	Eclipse Distribution License - v 1.0
JamesNK/Newtonsoft.Json	13.0.1	MIT License
Java Architecture for XML Binding	4.0.0	Eclipse Distribution License - v 1.0
JavaBeans Activation Framework API jar	2.1.0	Eclipse Distribution License - v 1.0
JavaMail API jar	2.1.0	Eclipse Distribution License - v 1.0
JAXB CORE	4.0.0	Eclipse Distribution License - v 1.0

JAXB JXC	4.0.0	Eclipse Distribution License - v 1.0
JAXB Runtime	4.0.0	Eclipse Distribution License - v 1.0
JAXB XML Binding Code Generator Package	4.0.0	Eclipse Distribution License - v 1.0
JAX-WS API	4.0.0	Eclipse Distribution License - v 1.0
JAX-WS (JSR-224) Reference Implementation Tools	4.0.0	Eclipse Distribution License - v 1.0
JAX-WS RI Eclpselink Plugin	4.0.0	Eclipse Distribution License - v 1.0
JAX-WS RI Eclpselink SDO Plugin	4.0.0	Eclipse Distribution License - v 1.0
JAX-WS RI Fast Infoset Support (rt-fi)	4.0.0-M4	Eclipse Distribution License - v 1.0
JAX-WS RI HTTP SPI (httpspi-servlet)	4.0.0-M4	Eclipse Distribution License - v 1.0
JAX-WS RI Release Documentation	4.0.0-M4	Eclipse Distribution License - v 1.0
JAX-WS RI Servlet Support (servlet)	4.0.0-M4	Eclipse Distribution License - v 1.0
Jetbrains annotations	13.0	Apache License 2.0
JSBadgeView	2.0.0	MIT License
jshttp/content-type	1.0.4	MIT License
jshttp/forwarded	0.1.2	MIT License
jshttp/fresh	0.5.2	MIT License
jshttp/mime-types	2.1.21	MIT License
jsonfile	4.0.0	MIT License
jsonwebtoken	8.5.1	MIT License
js-yaml	3.14.0	MIT License
jwa	v1.4.1	MIT License
jws	3.2.2	MIT License

kk-color-name	1.1.4	MIT License
Kotlin	1.3.50	Apache License 2.0
kotlin-stdlib-common	1.3.50	Apache License 2.0
LAME (Lame Ain't an MP3 Encoder)	3.100	GNU Library General Public License v2 or later
lancedikson/browser	2.6.1	MIT License
libphonenumber-csharp	8.11.0	Apache License 2.0
libPhoneNumber-iOS	0.9.15	Apache License 2.0
libphonenumber-js	1.7.52	MIT License
Lodash	4.17.21	MIT License
lodash.includes	4.3.0	MIT License
lodash.isboolean	3.0.3	MIT License
lodash.isinteger	4.0.4	MIT License
lodash.isnumber	3.0.3	MIT License
lodash.isplainobject	4.0.6	MIT License
lodash.isstring	4.0.1	MIT License
lodash.once	4.1.1	MIT License
logform	2.2.0	MIT License
management-api	3.2.3	Eclipse Distribution License - v 1.0
marcsauter/single	20210307-snapshot	MIT License
Material Components for Android	1.0.0	Apache License 2.0
material-icons	1.11.1	Apache License 2.0
media-typer	0.3.0	MIT License

merge-descriptors	1.0.1	MIT License
@messageformat/core	3.0.0	MIT License
@messageformat/date-skeleton	1.0.0	MIT License
@messageformat/number-skeleton	1.0.0	MIT License
@messageformat/parser	5.0.0	MIT License
@messageformat/runtime	3.0.0	MIT License
methods	1.1.2	MIT License
Microsoft ASP.NET Web API Client Libraries	5.2.7	Microsoft .NET Library License
Microsoft Authentication Library	4.30.1	MIT License
Microsoft.Bcl.AsyncInterfaces	5.0.0	MIT License
Microsoft CAPICOM SDK Redistributable	2.1.0.2	Microsoft Permissive License (Ms-PL)
Microsoft.CognitiveServices.Speech	1.16.0	Microsoft Cognitive Services Speech SDK
Microsoft Core XML Services (MSXML)	4.10.9404.0	Microsoft xml CORE SERVICES (MSXML) 4.0 EULA
Microsoft Data Tier Application Framework (DACFx)	12.0.2603.2	Microsoft SQL Server Data-Tier Application Framework License
Microsoft Exchange WebServices 1.2	2.2.0	MIT License
Microsoft Identity Model Extensions	1.0.0	Microsoft .NET Library License
Microsoft.ReportingServices.ReportViewerControl.WebForms	150.1484.0	Microsoft Visual Studio Professional 2012 and Trial Edition License
Microsoft.ReportViewer.11.0.3452.0	11.0.3452	Microsoft Visual Studio Professional 2012 and Trial Edition License
Microsoft.SqlServer.Types	11.0.1, 14.0.1016.290	Microsoft System CLR Types for SQL Server 2012 License
Microsoft/tslib	1.14.1, 2.3.1	BSD Zero Clause License

Microsoft Visual Studio	10.0.30319.1	Microsoft Visual Studio 2010 Professional and Trial Editions License
Microsoft Visual Studio	10.0.40219	Microsoft Visual C++ 2010 SP1 Runtime License
Microsoft Visual Studio .NET	7.10.3052.4, 7.10.3077.0, 7.10.6030.0	Visual Studio 2005-Distributable Code License
mime	1.6.0	MIT License
mime-db	1.37.0, 1.38.0, v1.40.0	MIT License
MIME streaming extension	1.10.0	Eclipse Distribution License - v 1.0
minimist	1.2.6	MIT License
MMDrawerController	0.6.0	MIT License
moment/moment	2.29.4	MIT License
moo	0.5.1	BSD 3-clause "New" or "Revised" License
ms	2.0.0, 2.1.1, 2.1.2, 2.1.3	MIT License
MySQL	8.0.30	MySQL Commercial License
mysql-server-core-5.6	5.6.35	MySQL Commercial License
natefinch/lumberjack	v2.0.0	MIT License
Negotiator	0.6.1, 0.6.2	MIT License
@ng-idle/core	11.0.3	Apache License 2.0
ngx-cookie-service	12.0.0	MIT License
ngx-webstorage	8.0.0	MIT License
NLog - Advanced .NET Logging	2.0.0.2000	BSD 3-clause "New" or "Revised" License
node-color-name	1.1.3	MIT License
Node Cookie Parser	0.3.1, v0.4.0	MIT License

node-cookie-signature	1.0.6	MIT License
node-dabh-diagnostics	2.0.2	MIT License
node-domino	2.1.6	BSD 2-clause "Simplified" License
node-etag	1.8.1	MIT License
node-fn.name	1.1.0	MIT License
node-graceful-fs	4.1.15	ISC License
Node.js	v16.17.1	MIT License
nodejs Deprecate	1.1.2, 2.0.0	MIT License
nodejs/string_decoder	1.1.1	MIT License
node-one-time	1.0.0	MIT License
node-semver	5.6.0	ISC License
node-simple-swizzle	0.2.2	MIT License
node-stack-trace	0.0.10	MIT License
node-xml2js	0.4.19	MIT License
NSTiffSplitter	1.0.0	MIT License
object-assign	4.1.1	MIT License
object-hash	v2.2.0	MIT License
OkHttp	4.2.1	Apache License 2.0
OkIO	2.2.2	Apache License 2.0
on-finished	2.3.0	MIT License
on-headers	1.0.2	MIT License
@oozcitak/dom	1.15.8	MIT License

@oozcitak/infra	1.0.8	MIT License
@oozcitak/url	1.0.4	MIT License
@oozcitak/util	8.3.8	MIT License
OPAL	3.12	Mozilla Public License 1.0
OpenJDK	18.0.2.0.9	GNU General Public License v2.0 w/Classpath exception
open-sans	1.1.0	Apache License 2.0
parse5	3.0.3	MIT License
parseurl	1.3.3	MIT License
path-to-regexp	0.1.7	MIT License
pkg/errors	v0.8.1	BSD 2-clause "Simplified" License
play-services-ads-identifier	17.0.0	Android Software Development Kit License
play-services-base	17.0.0	Android Software Development Kit License
play-services-basement	17.0.0	Android Software Development Kit License
play-services-location	17.0.0	Android Software Development Kit License
play-services-maps	17.0.0	Android Software Development Kit License
play-services-measurement	17.0.0	Android Software Development Kit License
play-services-measurement-api	17.0.0	Android Software Development Kit License
play-services-measurement-base	17.0.0	Android Software Development Kit License
play-services-measurement-impl	17.0.0	Android Software Development Kit License
play-services-measurement-sdk	17.0.0	Android Software Development Kit License
play-services-measurement-sdk-api	17.0.0	Android Software Development Kit License
play-services-places-placereport	17.0.0	Android Software Development Kit License

play-services-stats	17.0.0	Android Software Development Kit License
play-services-tasks	17.0.0	Android Software Development Kit License
policy	4.0.0	Eclipse Distribution License - v 1.0
PostgreSQL Database Server	14.5	PostgreSQL License
process-nexttick-args	2.0.0	MIT License
Protocol Buffers	3.15.8	BSD 3-clause "New" or "Revised" License
proxy-addr	v2.0.5	MIT License
Qix-/color	3.0.0	MIT License
Qix-/color-convert	1.9.3, 2.0.1	MIT License
qs - QS Querystring	v6.7.0	BSD 3-clause "New" or "Revised" License
range-parser	1.2.0	MIT License
raw-body	2.4.0	MIT License
ReactiveX RxJS	6.6.7	MIT License
readable-stream	3.6.0, v2.3.7	MIT License
referrer-policy	1.2.0	MIT License
regenerator-runtime	0.13.7	MIT License
RelaxNG Datatype	4.0.0-M4	Eclipse Distribution License - v 1.0
require-directory	2.1.1	MIT License
RNGOM	4.0.0-M4	Eclipse Distribution License - v 1.0
robbiehanson's CocoaLumberjack	3.5.3	BSD 3-clause "New" or "Revised" License
saaj-impl	3.0.0	Eclipse Distribution License - v 1.0
safe-buffer	5.1.2	MIT License

safe-identifier	0.4.2	ISC License
safer-buffer	2.1.2	MIT License
saml2-js	2.1.0	Apache License 2.0
sax-js	1.2.4	ISC License
secure-keys	1.0.0	MIT License
Send for Node.js	0.17.1	MIT License
serve-static	v1.14.1	MIT License
session-file-store	1.2.0	Apache License 2.0
setprototypeof	1.1.1	ISC License
sindresorhus/is-stream	v2.0.0	MIT License
sindresorhus/supports-color	5.5.0	MIT License
slide-flow-control	1.1.6	ISC License
SNMP++	3.2.20	SNMP++ License
snowball-stemmer.jsx	0.2.3	MIT License
source-map	0.6.1	BSD 3-clause "New" or "Revised" License
spf13-afero	v1.2.2	Apache License 2.0
sprintf.js	1.0.3	BSD 3-clause "New" or "Revised" License
statuses	1.5.0	MIT License
Stax2 API	4.2.1	BSD 3-clause "New" or "Revised" License
stax-ex	2.1.0	Eclipse Distribution License - v 1.0
streambuffer	2.1.0	Eclipse Distribution License - v 1.0

string-width	4.2.2	MIT License
Strip ANSI	6.0.0	MIT License
System Buffers	4.5.1	MIT License
System.Interactive.Async	5.0.0	MIT License
System.IO	4.3.0	Microsoft .NET Library License
System.Linq.Async	5.0.0	MIT License
System.Memory	4.5.4	MIT License
System.Net.Http	4.3.4	Microsoft .NET Library License
System.Numerics.Vectors	4.5.0	MIT License
System.Runtime	4.3.1	Microsoft .NET Library License
System.Runtime.CompilerServices.Unsafe	5.0.0	MIT License
System.Security.Cryptography.Algorithms	4.3.1	Microsoft .NET Library License
System.Security.Cryptography.Encoding	4.3.0	Microsoft .NET Library License
System.Security.Cryptography.Primitives	4.3.0	Microsoft .NET Library License
System.Security.Cryptography.X509Certificates	4.3.2	Microsoft .NET Library License
System.Threading.Tasks.Extensions	4.5.4	MIT License
toidentifier	1.0.0	MIT License
triple-beam	1.3.0	MIT License
tucnak/climax	20180716-snapshot-da4c02f3	MIT License
type.is	1.6.18	MIT License
@types/node	14.17.4	MIT License
UIKeyChainStore	2.1.2	MIT License

uid-safe	2.1.5	MIT License
ui-router/core	6.0.8	MIT License
ui-router-rx	1.0.0	MIT License
underscore	1.13.1	MIT License
Underscore.js	1.13.1	MIT License
universalify	0.1.2	MIT License
unpipe	1.0.0	MIT License
util-deprecate	1.0.2	MIT License
utils-merge	1.0.1	MIT License
UUID	3.3.3	MIT License
UW-IMAP	2007b	Apache License 2.0
vary	1.1.2	MIT License
VersionedParcelable and friends	1.1.0	Apache License 2.0
Visual C++ Redistributable for Visual Studio	2008 SP1	Microsoft Visual Studio 2008 Professional and Trial Editions License
Visual C++ Redistributable for Visual Studio	2013	Microsoft Visual Studio 2013 Professional and Trial Versions License
whitequark/ipaddr.js	1.9.0	MIT License
Windows Installer Redistributables	3.1v2	Microsoft Platform SDK License
Winston Logging Library	3.2.1	MIT License
winston-transport	v4.4.0	MIT License
Woodstox	6.2.8	Apache License 2.0
wrap-ansi	v7.0.0	MIT License
write-file-atomic	1.3.1	ISC License

xhr2	0.2.1	MIT License
xmlbuilder	9.0.7	MIT License
xmlbuilder2	2.4.1	MIT License
xml-crypto	0.10.1	MIT License
xmldom	0.1.19, 0.4.0, 0.6.0	MIT License
@xmldom/xmldom	0.7.5	MIT License
XPATH	0.0.32	MIT License
XSOM	4.0.0	Eclipse Distribution License - v 1.0
x-xss-protection	v1.3.0	MIT License
y18n	5.0.8	ISC License
yargs	16.2.0	MIT License
yargs-parser	20.2.9	ISC License
ZipArchive	4.1.2	Art-pol Commercial ZipArchive License
Zone.js	0.11.4	MIT License

Android Software Development Kit License

This is the Android Software Development Kit License Agreement

=====

1. Introduction

1.1 The Android Software Development Kit (referred to in the License Agreement as the "SDK" and specifically including the Android system files, packaged APIs, and Google APIs add-ons) is licensed to you subject to the terms of the License Agreement. The License Agreement forms a legally binding contract between you and Google in relation to your use of the SDK.

1.2 "Android" means the Android software stack for devices, as made available under the Android Open Source Project, which is located at the following URL: <http://source.android.com/>, as updated from time to time.

1.3 A "compatible implementation" means any Android device that (i) complies with the Android Compatibility Definition document, which can be found at the Android compatibility website (<http://source.android.com/compatibility>) and which may be updated from time to time; and (ii) successfully passes the Android Compatibility Test Suite (CTS).

1.4 "Google" means Google LLC, a Delaware corporation with principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

2. Accepting this License Agreement

2.1 In order to use the SDK, you must first agree to the License Agreement. You may not use the SDK if you do not accept the License Agreement.

2.2 By clicking to accept, you hereby agree to the terms of the License Agreement.

2.3 You may not use the SDK and may not accept the License Agreement if you are a person barred from receiving the SDK under the laws of the United States or other countries, including the country in which you are resident or from which you use the SDK.

2.4 If you are agreeing to be bound by the License Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to the License Agreement. If you do not have the requisite authority, you may not accept the License Agreement or use the SDK on behalf of your employer or other entity.

3. SDK License from Google

3.1 Subject to the terms of the License Agreement, Google grants you a limited, worldwide, royalty-free, non-assignable, non-exclusive, and non-sublicensable license to use the SDK solely to develop applications for compatible implementations of Android.

3.2 You may not use this SDK to develop applications for other platforms (including non-compatible implementations of Android) or to develop another SDK. You are of course free to develop applications for other platforms, including non-compatible implementations of Android, provided that this SDK is not used for that purpose.

3.3 You agree that Google or third parties own all legal right, title and interest in and to the SDK, including any Intellectual Property Rights that subsist in the SDK. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. Google reserves all rights not expressly granted to you.

3.4 You may not use the SDK for any purpose not expressly permitted by the License Agreement. Except to the extent required by applicable third party licenses, you may not copy (except for backup purposes), modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the SDK or any part of the SDK.

3.5 Use, reproduction and distribution of components of the SDK licensed under an open source software license are governed solely by the terms of that open source

software license and not the License Agreement.

3.6 You agree that the form and nature of the SDK that Google provides may change without prior notice to you and that future versions of the SDK may be incompatible with applications developed on previous versions of the SDK. You agree that Google may stop (permanently or temporarily) providing the SDK (or any features within the SDK) to you or to users generally at Google's sole discretion, without prior notice to you.

3.7 Nothing in the License Agreement gives you a right to use any of Google's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

3.8 You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the SDK.

4. Use of the SDK by You

4.1 Google agrees that it obtains no right, title or interest from you (or your licensors) under the License Agreement in or to any software applications that you develop using the SDK, including any intellectual property rights that subsist in those applications.

4.2 You agree to use the SDK and write applications only for purposes that are permitted by (a) the License Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.3 You agree that if you use the SDK to develop applications for general public users, you will protect the privacy and legal rights of those users. If the users provide you with user names, passwords, or other login information or personal information, you must make the users aware that the information will be available to your application, and you must provide legally adequate privacy notice and protection for those users. If your application stores personal or sensitive information provided by users, it must do so securely. If the user provides your application with Google Account information, your application may only use that information to access the user's Google Account when, and for the limited purposes for which, the user has given you permission to do so.

4.4 You agree that you will not engage in any activity with the SDK, including the development or distribution of an application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to, Google or any mobile communications carrier.

4.5 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any data, content, or resources that you create, transmit or display through Android and/or applications for Android, and for the consequences of your actions (including any loss or damage which Google may suffer) by doing so.

4.6 You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any breach of your obligations under the License Agreement, any applicable third party contract or Terms of

Service, or any applicable law or regulation, and for the consequences (including any loss or damage which Google or any third party may suffer) of any such breach.

5. Your Developer Credentials

5.1 You agree that you are responsible for maintaining the confidentiality of any developer credentials that may be issued to you by Google or which you may choose yourself and that you will be solely responsible for all applications that are developed under your developer credentials.

6. Privacy and Information

6.1 In order to continually innovate and improve the SDK, Google may collect certain usage statistics from the software including but not limited to a unique identifier, associated IP address, version number of the software, and information on which tools and/or services in the SDK are being used and how they are being used. Before any of this information is collected, the SDK will notify you and seek your consent. If you withhold consent, the information will not be collected.

6.2 The data collected is examined in the aggregate to improve the SDK and is maintained in accordance with Google's Privacy Policy.

7. Third Party Applications

7.1 If you use the SDK to run applications developed by a third party or that access data, content or resources provided by a third party, you agree that Google is not responsible for those applications, data, content, or resources. You understand that all data, content or resources which you may access through such third party applications are the sole responsibility of the person from which they originated and that Google is not liable for any loss or damage that you may experience as a result of the use or access of any of those third party applications, data, content, or resources.

7.2 You should be aware the data, content, and resources presented to you through such a third party application may be protected by intellectual property rights which are owned by the providers (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on these data, content, or resources (either in whole or in part) unless you have been specifically given permission to do so by the relevant owners.

7.3 You acknowledge that your use of such third party applications, data, content, or resources may be subject to separate terms between you and the relevant third party. In that case, the License Agreement does not affect your legal relationship with these third parties.

8. Using Android APIs

8.1 Google Data APIs

8.1.1 If you use any API to retrieve data from Google, you acknowledge that the

data may be protected by intellectual property rights which are owned by Google or those parties that provide the data (or by other persons or companies on their behalf). Your use of any such API may be subject to additional Terms of Service. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this data (either in whole or in part) unless allowed by the relevant Terms of Service.

8.1.2 If you use any API to retrieve a user's data from Google, you acknowledge and agree that you shall retrieve data only with the user's explicit consent and only when, and for the limited purposes for which, the user has given you permission to do so. If you use the Android Recognition Service API, documented at the following URL:

<https://developer.android.com/reference/android/speech/RecognitionService>, as updated from time to time, you acknowledge that the use of the API is subject to the Data Processing Addendum for Products where Google is a Data Processor, which is located at the following URL:

<https://privacy.google.com/businesses/gdprprocessorterms/>, as updated from time to time. By clicking to accept, you hereby agree to the terms of the Data Processing Addendum for Products where Google is a Data Processor.

9. Terminating this License Agreement

9.1 The License Agreement will continue to apply until terminated by either you or Google as set out below.

9.2 If you want to terminate the License Agreement, you may do so by ceasing your use of the SDK and any relevant developer credentials.

9.3 Google may at any time, terminate the License Agreement with you if:

- (A) you have breached any provision of the License Agreement; or
- (B) Google is required to do so by law; or
- (C) the partner with whom Google offered certain parts of SDK (such as APIs) to you has terminated its relationship with Google or ceased to offer certain parts of the SDK to you; or
- (D) Google decides to no longer provide the SDK or certain parts of the SDK to users in the country in which you are resident or from which you use the service, or the provision of the SDK or certain SDK services to you by Google is, in Google's sole discretion, no longer commercially viable.

9.4 When the License Agreement comes to an end, all of the legal rights, obligations and liabilities that you and Google have benefited from, been subject to (or which have accrued over time whilst the License Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 14.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

10. DISCLAIMER OF WARRANTIES

10.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SDK IS AT YOUR SOLE RISK AND THAT THE SDK IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM GOOGLE.

10.2 YOUR USE OF THE SDK AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SDK IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF

DATA THAT RESULTS FROM SUCH USE.

10.3 GOOGLE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

11.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT GOOGLE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

12. Indemnification

12.1 To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Google, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) your use of the SDK, (b) any application you develop on the SDK that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (c) any non-compliance by you with the License Agreement.

13. Changes to the License Agreement

13.1 Google may make changes to the License Agreement as it distributes new versions of the SDK. When these changes are made, Google will make a new version of the License Agreement available on the website where the SDK is made available.

14. General Legal Terms

14.1 The License Agreement constitutes the whole legal agreement between you and Google and governs your use of the SDK (excluding any services which Google may provide to you under a separate written agreement), and completely replaces any prior agreements between you and Google in relation to the SDK.

14.2 You agree that if Google does not exercise or enforce any legal right or remedy which is contained in the License Agreement (or which Google has the benefit of under any applicable law), this will not be taken to be a formal waiver of Google's rights and that those rights or remedies will still be available to Google.

14.3 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of the License Agreement is invalid, then that provision will be removed from the License Agreement without affecting the rest of the License Agreement. The remaining provisions of the License Agreement will continue to be

valid and enforceable.

14.4 You acknowledge and agree that each member of the group of companies of which Google is the parent shall be third party beneficiaries to the License Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the License Agreement that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the License Agreement.

14.5 EXPORT RESTRICTIONS. THE SDK 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 SDK. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS AND END USE.

14.6 The rights granted in the License Agreement may not be assigned or transferred by either you or Google without the prior written approval of the other party. Neither you nor Google shall be permitted to delegate their responsibilities or obligations under the License Agreement without the prior written approval of the other party.

14.7 The License Agreement, and your relationship with Google under the License Agreement, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Google agree to submit to the exclusive jurisdiction of the courts located within the county of Santa Clara, California to resolve any legal matter arising from the License Agreement. Notwithstanding this, you agree that Google shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Apache License 2.0

Apache License
Version 2.0, January 2004
=====

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

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

You under this License for that Work shall terminate as of the date such litigation is filed.

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

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

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

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

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

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

associated with Your exercise of permissions under this License.

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

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

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work

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

Copyright [yyyy] [name of copyright owner] Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0> Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

[Art-pol Commercial ZipArchive License](#)

License text not available. Purchased in past.

[BSD 2-clause "Simplified" License](#)

BSD Two Clause License

=====

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

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

THIS SOFTWARE IS PROVIDED BY THE AUTHOR "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 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.

BSD 3-clause "New" or "Revised" License

Copyright (c) <YEAR>, <OWNER>
All rights reserved.

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

- * 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 <ORGANIZATION> nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

BSD Zero Clause License

BSD Zero Clause License

=====

Copyright (C) 2006 by Rob Landley <rob@landley.net>

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted.

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.

Eclipse Distribution License - v 1.0

Eclipse Distribution License - v 1.0

=====

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

All rights reserved.

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

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

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

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

1. DEFINITIONS

"Contribution" means:

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

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

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

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

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

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

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

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

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

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

configuration files.

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

2. GRANT OF RIGHTS

-
- a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, Distribute and sublicense the Contribution of such Contributor, if any, and such Derivative Works.
 - b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in Source Code or other form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.
 - c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to Distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.
 - d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.
 - e) Notwithstanding the terms of any Secondary License, no Contributor makes additional grants to any Recipient (other than those set forth in this Agreement) as a result of such Recipient's receipt of the Program under the terms of a Secondary License (if permitted under the terms of Section 3).

3. REQUIREMENTS

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

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

- i) effectively disclaims on behalf of all other Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- ii) effectively excludes on behalf of all other Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- iii) does not attempt to limit or alter the recipients' rights in the Source Code under section 3.2; and
- iv) requires any subsequent distribution of the Program by any party to be under a license that satisfies the requirements of this section 3.

3.2 When the Program is Distributed as Source Code:

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

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

4. COMMERCIAL DISTRIBUTION

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

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial

Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

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

6. DISCLAIMER OF LIABILITY

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

7. GENERAL

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

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

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

survive.

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

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

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 v2.0 w/Classpath exception](#)

GNU Classpath License

=====

The GNU General Public License (GPL)

Copyright (C) 1989, 1991 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.

Preamble

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

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

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

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

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

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

and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

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

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

all its terms and conditions for copying, distributing or modifying the Program or works based on it.

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

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

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

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

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

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

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

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

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

NO WARRANTY

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

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

Copyright (C)

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

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 59

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

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

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

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

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest

in the program `Gnomovision' (which makes passes at compilers)

written by James Hacker.

signature of Ty Coon, 1 April 1989

Ty Coon, President of Vice

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

Classpath is distributed under the terms of the GNU General Public License with the following clarification and special exception.

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

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

As such, it can be used to run, create and distribute a large class of applications and applets. When GNU Classpath is used unmodified as the core class library for a virtual machine, compiler for the java language, or for a program

written in the java programming language it does not affect the licensing for distributing those programs directly.

[GNU Library General Public License v2 or later](#)

GNU Library General Public License

=====

Version 2, June 1991

Copyright (C) 1991 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 Library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]

Preamble

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

This license, the Library General Public License, applies to some specially designated Free Software Foundation software, and to other libraries whose authors who decide to use it. You can use it for your libraries too.

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

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

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

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

distribute and/or modify the library.

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

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

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

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

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

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

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

distributed under the terms of this Library General Public License (also called "this License"). Each licensee is addressed as "you".

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

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated 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 compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- d) Verify that the user has already received a copy of these materials or

that you have already sent this user a copy.

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

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

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

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
- b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

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

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

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

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a

consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

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

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

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

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

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

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

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

NO WARRANTY

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

LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

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

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

one line to give the library's name and an idea of what it does.

Copyright (C) year name of author

This library is free software; you can redistribute it and/or

modify it under the terms of the GNU Library General Public

License as published by the Free Software Foundation; either

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

This library is distributed in the hope that it will be useful,

but WITHOUT ANY WARRANTY; without even the implied warranty of

MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU

Library General Public License for more details.

You should have received a copy of the GNU Library General Public

License along with this library; if not, write to the Free Software

Foundation, Inc., 51 Franklin St, Fifth Floor, Boston, MA 02110-1301, USA

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in

the library `Frob' (a library for tweaking knobs) written

by James Random Hacker.

signature of Ty Coon, 1 April 1990

Ty Coon, President of Vice

That's all there is to it!

ISC License

ISC License (ISCL)

=====

Copyright (c) 4-digit year, Company or Person's Name

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 Cognitive Services Speech SDK

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT COGNITIVE SERVICES SPEECH SDK

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

These license terms are an agreement between you and Microsoft Corporation (or one of its affiliates). They apply to the software named above and any Microsoft services or software updates (except to the extent such services or updates are accompanied by new or additional terms, in which case those different terms apply prospectively and do not alter your or Microsoft's rights relating to pre-updated software or services). IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW. BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS.

1. INSTALLATION AND USE RIGHTS.

- a) General. You may install and use any number of copies of the software to develop and test your applications integration of API(s) used to access Cognitive Services Speech Services.
- b) Third Party Software. The software may include third party applications that are licensed to you under this agreement or under their own terms. License terms, notices, and acknowledgements, if any, for the third party applications may be accessible online at <http://aka.ms/thirdpartynotices> or in an accompanying notices file. Even if such applications are governed by other agreements, the disclaimer, limitations on, and exclusions of damages below also apply to the extent allowed by applicable law.
- c) Competitive Benchmarking. If you are a direct competitor, and you access or use the software for purposes of competitive benchmarking, analysis, or intelligence gathering, you waive as against Microsoft, its subsidiaries, and its affiliated companies (including prospectively) any competitive use, access, and benchmarking test restrictions in the terms governing your software to the extent your terms of use are, or purport to be, more restrictive than Microsoft's terms. If you do not waive any such purported restrictions in the terms governing your software, you are not allowed to access or use this software, and will not do so.

2. DISTRIBUTABLE CODE. The software may contain code you are permitted to distribute (i.e. make available for third parties) in applications you develop, as described in this Section.

- a) Distribution Rights. The code and test files described below are distributable if included with the software.
 - i. REDIST.TXT Files. You may copy and distribute the object code form of code listed on the REDIST list in the software, if any; and
 - ii. Third Party Distribution. You may permit distributors of your applications to copy and distribute any of this distributable code you elect to distribute with your applications.
- b) Distribution Requirements. For any code you distribute, you must:
 - i. add significant primary functionality to it in your applications;
 - ii. require distributors and external end users to agree to terms that protect it and Microsoft at least as much as this agreement; and
 - iii. 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 unmodified distributable code.
- c) Distribution Restrictions. You may not:
 - i. use Microsoft's trademarks or trade dress in your application in any way that suggests your application comes from or is endorsed by Microsoft; or
 - ii. modify or distribute the source code of any distributable code so that any part of it becomes subject to any license that requires that the distributable code, any other part of the software, or any of Microsoft's other intellectual property be disclosed or distributed in source code form, or that others have the right to modify it.

3. 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 Microsoft's products and services. Your opt-out rights, if any, are described in the product documentation. Some features in the software may enable collection of data from users of your applications that access or use the software. If you use these features to enable data collection in your applications, you must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how you use, collect, and share their data. You can learn more about Microsoft's data collection and use in the product documentation and the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/?LinkId=512132>. You agree to comply with all applicable provisions of the Microsoft Privacy Statement.

4. SCOPE OF LICENSE. The software is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):

- a) work around any technical limitations in the software that only allow you to use it in certain ways;
- b) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent permitted by licensing terms governing the use of open-source components that may be included with the software;
- c) remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
- d) use the software in any way that is against the law or to create or propagate malware; or

e) share, publish, distribute, or lend the software (except for any distributable code, subject to the terms above), provide the software as a stand-alone hosted 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 <http://aka.ms/exporting>.

6. **SUPPORT SERVICES.** Microsoft is not obligated under this agreement to provide any support services for the software. Any support provided is “as is”, “with all faults”, and without warranty of any kind.

7. **UPDATES.** The software may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.

8. **BINDING ARBITRATION AND CLASS ACTION WAIVER.** This Section applies if you live in (or, if a business, your principal place of business is in) the United States. If you and Microsoft have a dispute, you and Microsoft agree to try for 60 days to resolve it informally. If you and Microsoft can't, you and Microsoft agree to binding individual arbitration before the American Arbitration Association under the Federal Arbitration Act (“FAA”), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed; nor is combining individual proceedings without the consent of all parties. The complete Arbitration Agreement contains more terms and is at <http://aka.ms/arb-agreement-1>. You and Microsoft agree to these terms.

9. **TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this agreement if you fail to comply with any of its terms or conditions. In such event, you must destroy all copies of the software and all of its component parts.

10. **ENTIRE AGREEMENT.** This agreement, and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the software.

11. **APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.** If you acquired the software in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles, except that the FAA governs everything related to arbitration. If you acquired the software in any other country, its laws apply, except that the FAA governs everything related to arbitration. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court (excluding arbitration). If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court (excluding arbitration).

12. **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.

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. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14. **LIMITATION ON AND EXCLUSION OF DAMAGES.** IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, 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, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case 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, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

Please note: As this software is distributed in Canada, some of the clauses in this agreement are provided below in French.

Remarque: Ce logiciel étant distribué au Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

EXONÉRATION DE GARANTIE. Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne:

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

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. You may modify, copy, distribute or deploy any .js files contained in the software as part of 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. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. DISTRIBUTABLE CODE. In addition to the .js files described above, 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.

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

- * use the Distributable Code in your programs and not as a standalone distribution;
- * 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;
- * 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.

* **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; or
- * transfer the software or this agreement to any third party.

* **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

* **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

* **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

* **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.

* **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.

* **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.

* **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.

* **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.

* **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. Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

EXONÉRATION DE GARANTIE. Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

- * tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- * les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

Microsoft Permissive License (Ms-PL)

Microsoft Permissive License (Ms-PL)

=====

Published: October 18, 2005

This license governs use of the accompanying software. If you use the software,

you accept this license. If you do not accept the license, do not use the software.

1. Definitions

- * The terms "reproduce," "reproduction" and "distribution" have the same meaning here as under U.S. copyright law.
- * "You" means the licensee of the software.
- * "Licensed patents" means any Microsoft patent claims which read directly on the software as distributed by Microsoft under this license.

2. Grant of Rights

- a. Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, Microsoft grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce the software, prepare derivative works of the software and distribute the software 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, Microsoft grants you a non-exclusive, worldwide, royalty-free patent license under licensed patents to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the software or derivative works of the software.

3. Conditions and Limitations

- a. No Trademark License- This license does not grant you any rights to use Microsoft's name, logo, or trademarks.
- b. If you begin patent litigation against Microsoft over patents that you think may apply to the software (including a cross-claim or counterclaim in a lawsuit), your license to the software ends automatically.
- c. If you distribute copies of the software or derivative works, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.
- d. If you distribute the software or derivative works in source code form you may do so only under this license (i.e., you must include a complete copy of this license with your distribution), and if you distribute the software or derivative works 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. Microsoft gives 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, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

END-USER LICENSE AGREEMENT
MICROSOFT PLATFORM SOFTWARE DEVELOPMENT KIT
=====

IMPORTANT - READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). An amendment or addendum to this EULA may accompany the SOFTWARE PRODUCT. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

1. **GRANT OF LICENSE.** Microsoft grants you the following rights provided you comply with all terms and conditions of this EULA:

- * **SOFTWARE PRODUCT.** You may install and use an unlimited number of copies of the SOFTWARE PRODUCT on computers, including workstations, terminals or other digital electronic devices residing on your premises ("Computers") to design, develop, and test your software application(s) ("Application") for use with any version or edition of Microsoft Windows 95, Windows 98, Windows NT 4.0, Windows 2000 operating system products and/or any version or edition of any Microsoft operating system product that is a successor to the foregoing and/or any Microsoft product suite that contains any of the foregoing (each a "Microsoft Operating System Product").

- * **Sample Code.** You may modify the sample source code located in the SOFTWARE PRODUCT's "samples" directories ("Sample Code") to design, develop, and test your Application solely for use with a Microsoft Operating System Product. You may also reproduce and distribute the Sample Code in object code form along with any modifications you make to the Sample Code, provided that you comply with the Distribution Terms described below. For purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code.

- * **Redistributable Code.** Portions of the SOFTWARE PRODUCT are designated as "Redistributable Code." The text file, \LICENSE\REDIST.TXT, lists the Redistributable code and describes distribution rights associated with the Redistributable Code, subject further to the Distribution Terms specified below.

- * **Distribution Terms.** You may reproduce and distribute an unlimited number of copies of the Sample Code and/or Redistributable Code (collectively "Redistributable Components") as described above in object code form, provided that

- a. you distribute the Redistributable Components only in conjunction with and as a part of your Application solely for use with a Microsoft Operating System Product;

- b. your Application adds significant and primary functionality to the Redistributable Components;

- c. you distribute your Application containing the Redistributable Components pursuant to an End-User License Agreement (which may be

"break-the-seal", "click-wrap" or signed), with terms no less protective than those contained herein;

- d. you do not permit further redistribution of the Redistributable Components by your end-user customers;
- e. you do not use Microsoft's name, logo, or trademarks to market your Application;
- f. you include a valid copyright notice on your Application; and
- g. you agree to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your Application. Contact Microsoft for the applicable licensing terms for all other uses and/or distribution of the Redistributable Components.

* **Reservation of Rights.** Microsoft reserves all rights not expressly granted to you in this EULA.

* **Pre-release code.** The SOFTWARE PRODUCT may contain prerelease code that is not at the level of performance and compatibility of the final, generally available, product offering. These portions of the SOFTWARE PRODUCT may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the SOFTWARE PRODUCT commercially available. Microsoft grants you the right to distribute test version of your Application created using the PRERELEASE CODE provided you comply with the Distribution Requirements described in Section 1 and the following additional provisions:

- a. you must mark the test version of your Application "BETA" and
- b. you are solely responsible for updating your customers with versions of your Application that operate satisfactorily with the final commercial release of the PRERELEASE CODE.

2. CONFIDENTIALITY OF PRERELEASE CODE. The PRERELEASE CODE, including its features, is proprietary and confidential information to Microsoft and its suppliers. you agree not to disclose or provide the PRERELEASE CODE, documentation, or any information relating to the PRERELEASE CODE (including features or the results of use or testing) to any third party except as expressly provided herein without Microsoft's express written permission. However, you may disclose confidential information in accordance with judicial or other governmental order, provided you shall give Microsoft reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. You shall not be liable to Microsoft for such information which you can prove

- 1. is already known to you;
- 2. becomes publicly known through no wrongful act of you;
- 3. is rightfully received from a third party without similar restriction and without breach of this Agreement; or
- 4. is independently developed by you.

This provision shall survive the termination or expiration of this Agreement.

3. **TRANSFER - Internal.** You may move the SOFTWARE PRODUCT to a different Computer. **Transfer to Third Party.** The initial user of the SOFTWARE PRODUCT may make a one-time transfer of the SOFTWARE PRODUCT to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred SOFTWARE PRODUCT must agree to all the EULA terms. **No Rental.** You may not rent, lease, or lend the SOFTWARE PRODUCT.
4. **LIMITATION ON REVERSE ENGINEERING, DECOMPILE, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
5. **TERMINATION.** Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.
6. **CONSENT TO USE OF DATA.** You agree that Microsoft and its affiliates may collect and use technical information you provide as a part of support services related to the SOFTWARE PRODUCT. Microsoft agrees not to use this information in a form that personally identifies you.
7. **NOT FOR RESALE SOFTWARE.** SOFTWARE PRODUCT identified as "Not for Resale" or "NFR," may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.
8. **ACADEMIC EDITION SOFTWARE.** To use SOFTWARE PRODUCT identified as "Academic Edition" or "AE," you must be a "Qualified Educational User." For qualification-related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.
9. **EXPORT RESTRICTIONS.** You acknowledge that the SOFTWARE PRODUCT is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCT, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see {<http://www.microsoft.com/exporting>}.
10. **DISCLAIMER OF WARRANTIES.** To the maximum extent permitted by applicable law, Microsoft and its suppliers provide to you the SOFTWARE PRODUCT, and any (if any) support services relating to the SOFTWARE PRODUCT ("Support Services") **AS IS AND WITH ALL FAULTS**; and Microsoft and its suppliers hereby disclaim with respect to the SOFTWARE PRODUCT and Support Services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. **ALSO THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT AND ANY SUPPORT SERVICES REMAINS WITH YOU.**

11. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE SUPPORT SERVICES, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Microsoft and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

13. NOTE ON JAVA SUPPORT. THE SOFTWARE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

14. U.S. GOVERNMENT LICENSE RIGHTS. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

15. APPLICABLE LAW. If you acquired this SOFTWARE PRODUCT in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this SOFTWARE PRODUCT in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this SOFTWARE PRODUCT was acquired outside the United States, then local law may apply.

16. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the SOFTWARE PRODUCT) are the entire agreement between you and Microsoft relating to the SOFTWARE PRODUCT and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the

SOFTWARE PRODUCT or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

17. The SOFTWARE PRODUCT is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold.

Si vous avez acquis votre PRODUIT LOGICIEL Microsoft au CANADA, la garantie limitée suivante vous concerne :

DENI DE GARANTIE. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MICROSOFT ET SES FOURNISSEURS VOUS FOURNISSENT LE PRODUIT LOGICIEL ET LES SERVICES DE SOUTIEN TECHNIQUE POUR LE PRODUIT LOGICIEL (LES "SERVICES DE SOUTIEN"), LE CAS ECHEANT, TEL QUEL ET AVEC TOUS LES DEFAUTS; MICROSOFT ET SES FOURNISSEURS, PAR LES PRESENTES, DENIENT TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLICITES OU EN VERTU DE LA LOI, RELATIVEMENT AU PRODUIT LOGICIEL ET AUX SERVICES DE SOUTIEN, NOTAMMENT (LE CAS ECHEANT) LES GARANTIES, DEVOIRS OU CONDITIONS DE, OU EN MATIERE DE, QUALITE MARCHANDE, D'ADAPTATION A UN USAGE PARTICULIER, D'ABSENCE DE VIRUS, D'EXACTITUDE OU D'EXHAUSTIVITE DES REPONSES, DES RESULTATS, DES EFFORTS DEPLOYES SELON LES REGLES DE L'ART ET D'ABSENCE DE NEGLIGENCE. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE, DEVOIR OU CONDITION QUANT AU TITRE DE PROPRIETE, A LA JOUISSANCE OU A LA POSSESSION PAISIBLE, A LA CONCORDANCE A UNE DESCRIPTION NI QUANT A UNE ABSENCE DE CONTREFACON CONCERNANT LE PRODUIT LOGICIEL OU LES SERVICES DE SOUTIEN. VOUS ACCEPTEZ TOUS LES RISQUES RELATIVEMENT A L'UTILISATION DU PRODUIT LOGICIEL ET DES SERVICES DE SOUTIEN DE MEME QUE RELATIVEMENT A LA PERFORMANCE DU PRODUIT LOGICIEL ET A LA PRESTATION DES SERVICES DE SOUTIEN.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPECIAUX, ACCESSOIRES, INDIRECTS OU CONSECUTIFS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES A L'EGARD DE LA PERTE DE PROFITS OU A LA PERTE DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE L'INTERRUPTION DES AFFAIRES, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVEE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NEGLIGENCE ET DE TOUTE AUTRE PERTE PECUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIERE QUE CE SOIT A L'UTILISATION DU PRODUIT LOGICIEL OU A L'INCAPACITE DE S'EN SERVIR, A LA PRESTATION OU A L'OMISSION D'UNE PRESTATION DES SERVICES DE SOUTIEN OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE CE CLUF, OU RELATIVEMENT A UNE TELLE DISPOSITION, MEME EN CAS DE FAUTE, DE DELIT CIVIL (Y COMPRIS LA NEGLIGENCE, DE RESPONSABILITE STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR, ET CE MEME SI MICROSOFT OU TOUT FOURNISSEUR A ETE AVISE DE LA POSSIBILITE DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITE ET RECOURS. MALGRE LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, TOUS LES DOMMAGES SUS-MENTIONNES ET TOUS LES DOMMAGES DIRECTS OU GENERAUX), L'OBLIGATION INTEGRALE DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE CE CLUF ET VOTRE RECOURS EXCLUSIF A L'EGARD DE TOUT DE QUI PRECEDE SE LIMITENT AUX DOMMAGES REELS QUE VOUS AVEZ SUBIS EN VOUS FONDANT SUR UNE EXPECTATIVE RAISONNABLE, JUSQU'AU PLUS ELEVE ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE

VOUS AVEZ REELLEMENT PAYE POUR LE PRODUIT LOGICIEL OU \$5.00 U.S. LES LIMITES, EXCLUSIONS ET DENIS QUI PRECEDENT S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES MEME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

La presente Convention est regie par les lois de la province d'Ontario, Canada. Chacune des parties a la presente reconnait irrevocablement la competence des tribunaux de la province d'Ontario et consent a instituer tout litige qui pourrait decouler de la presente aupres des tribunaux situes dans le district judiciaire de York, province d'Ontario.

Au cas ou vous auriez des questions concernant cette licence ou que vous desiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou ecrivez a : Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.

Microsoft Public License

Microsoft Public License (Ms-PL)

=====

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

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.

Microsoft SQL Server Data-Tier Application Framework License

MICROSOFT SQL SERVER DATA-TIER APPLICATION FRAMEWORK

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 to design, develop and test your programs.
2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
 - a. Distributable Code.
 - i. Right to Use and Distribute. If you comply with the terms below:
 - o You may copy and distribute the object code form of the software ("Distributable Code") in programs you develop; and
 - o 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
 - o add significant primary functionality to it in your programs;
 - o 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;
 - o distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - o require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - o display your valid copyright notice on your programs; and
 - o 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

- o alter any copyright, trademark or patent notice in the Distributable Code;
- o use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- o distribute Distributable Code to run on a platform other than the Windows platform;
- o include Distributable Code in malicious, deceptive or unlawful programs; or
- o 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
- o the code be disclosed or distributed in source code form; or
- o others have the right to modify it.

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. 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

- o work around any technical limitations in the software;
- o reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- o make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- o publish the software for others to copy;
- o rent, lease or lend the software;
- o transfer the software or this agreement to any third party; or
- o use the software for commercial software hosting services.

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: <https://www.asp.net/ajaxlibrary/CDN.ashx>.

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.

Please note: As this software is distributed in Quebec, Canada, some of these license terms are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, les termes de cette licence sont fournis ci-dessous en français.

• **EXCLUSIONS DE GARANTIE.** Le logiciel est concédé sous licence « en l'état ». Vous assumez tous les risques liés à son utilisation. Microsoft n'accorde aucune garantie ou condition expresse. Vous pouvez bénéficier de droits des consommateurs supplémentaires ou de garanties statutaires dans le cadre du droit local, que ce contrat ne peut modifier. Lorsque cela est autorisé par le droit local, Microsoft exclut les garanties implicites de qualité, d'adéquation à un usage particulier et d'absence de contrefaçon.

POUR L'AUSTRALIE - La loi australienne sur la consommation (Australian Consumer Law) vous accorde des garanties statutaires qu'aucun élément du présent accord ne peut affecter.

• **LIMITATION ET EXCLUSION DE RECOURS ET DE DOMMAGES.** Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs limitée uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne:

- toute affaire liée au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également même si Microsoft connaissait l'éventualité d'un tel dommage. La limitation ou exclusion ci-dessus peut également ne pas vous être applicable, car votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit.

Microsoft System CLR Types for SQL Server 2012 License

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SYSTEM CLR TYPES FOR MICROSOFT SQL SERVER 2012

=====

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; 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.

3. 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;

- * 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.

4. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

5. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

6. 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.

7. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.

8. 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.

9. 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.

10. 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.

11. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. 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.

12. 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 Visual C++ 2010 SP1 Runtime License

MICROSOFT SOFTWARE LICENSE TERMS MICROSOFT VISUAL C++ 2010 RUNTIME LIBRARIES WITH SERVICE PACK 1 =====

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

- * updates,
- * supplements,

- * Internet-based services, and
- * support services

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

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

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

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices.
2. **Scope of License.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - * disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - * work around any technical limitations in the software;
 - * reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - * make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - * publish the software for others to copy;
 - * rent, lease or lend the software;
 - * transfer the software or this agreement to any third party; or
 - * use the software for commercial software hosting services.
3. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
4. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
5. **Export Restrictions.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
6. **SUPPORT SERVICES.** Because this software is "as is," we may not provide

support services for it.

7. Entire Agreement. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

8. Applicable Law.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

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

9. Legal Effect. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

10. Disclaimer of Warranty. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

11. Limitation on and Exclusion of Remedies and Damages. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to

* anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

* claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

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

Microsoft Visual Studio 2008 Professional and Trial Editions License

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT VISUAL STUDIO 2008 PROFESSIONAL EDITION AND TRIAL EDITION

=====

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. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

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 FOR EACH LICENSE YOU ACQUIRE.

1. OVERVIEW.

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

2. INSTALLATION AND USE RIGHTS.

- a. General. One user may install and use copies of the software to design, develop, test and demonstrate your programs. Testing does not include staging on a server in a production environment, such as loading content prior to production use.
- b. Included Microsoft Programs. These license terms apply to all Microsoft programs included with the software. If the license terms with any of those programs give you other rights that do not expressly conflict with these license terms, you also have those rights.
- c. Third Party Programs. The software contains third party programs. The license terms with those programs apply to your use of them.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. User Testing. Your end users may access the software to perform acceptance tests on your programs.

b. Windows Server Terminal Services. Up to 200 anonymous users at a time may use the Terminal Services feature of the Windows Server software to access Internet demonstrations of your programs. Your demonstration must not use production data.

c. Utilities. The software contains certain components that are identified in the Utilities List located at <http://go.microsoft.com/fwlink/?LinkId=100284>. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. You may copy and install the Utilities you receive with the software on to a total of five (5) machines at any one time. You may use these Utilities only to debug your programs you've developed with the software. You must delete all the Utilities installed onto a machine within the earlier of

- i. when you have finished debugging your program; or
- ii. thirty (30) days after installation of the Utilities onto that machine.

d. Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

i. 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 in REDIST.TXT files, plus any files listed on the REDIST list located at:
<http://go.microsoft.com/fwlink/?LinkID=100327&clcid=0x409>.

- * Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."

- * Microsoft Merge Modules. You may copy and distribute the unmodified output of Microsoft Merge Modules.

- * MFCs, ATLS and CRTs. You may modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLS), and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name.

- * Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.

- * 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;
- * 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 Microsoft operating systems, run-time technologies or application platforms;
- * 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. 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 features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. Microsoft does not use the information to identify or contact you.

Computer Information. The following features use 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 services available to you.

* **Windows Update Feature.** You may connect new hardware to the device where you installed the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.

* **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.

* **Real Simple Syndication ("RSS") Feed.** This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.

b. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

5. **TRIAL EDITION SOFTWARE TERMS.** The following terms apply to the Trial Edition software even if there are terms to the contrary in other parts of this agreement:

a. **TIME-SENSITIVE SOFTWARE.** If the version of the software is a Trial Edition, the software will stop running ninety days after you install it. You will receive notice before it stops running. You may not be able to access data used with the software when it stops running.

b. **DISCLAIMER OF WARRANTY.** THE TRIAL EDITION 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.

c. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** FOR THE TRIAL EDITION SOFTWARE, 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.

6. **PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.

7. **SQL SERVER BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the SQL Server software that accompanies this software.

8. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

9. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes the .NET Framework component of the Windows operating systems (".NET Component"). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms:

1. you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s);
2. you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component;
3. your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system;
4. it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and
5. nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing.

The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically

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

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

- * 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; or
- * use the software for commercial software hosting services.

11. WINDOWS MOBILE COMPONENTS.

- a. You may only use the Windows Mobile components located in the "\Program Files\Windows Mobile 5.0 SDK R2\" directory to create programs that run on Windows Mobile 5.0 software for Pocket PC or Windows Mobile 5.0 software for the Smartphone.
- b. Program Application and Driver Limitations. You may not use or include any of the Windows Mobile components located in the "\Program Files\Windows Mobile 5.0 SDK R2\" directory, nor any components thereof, in the development of any program application, device or system in which a malfunction would result in a foreseeable risk of personal injury, death or severe physical or environmental damage.

12. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

13. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

14. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale."

15. ACADEMIC EDITION SOFTWARE. You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or

contact the Microsoft affiliate serving your country.

16. UPGRADE. If this software is marked as an upgrade version, you may use it only if you have a license to use the software eligible for upgrade. If you upgrade, this software takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version. You may use the earlier version only as permitted in the Downgrade clause below.

17. DOWNGRADE. You may install and use this version and an earlier version of the software at the same time. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you.

18. 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.

19. 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.

20. SUPPORT SERVICES. Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

21. ENTIRE AGREEMENT. This agreement (including the warranty below), 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.

22. 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.

23. LEGAL EFFECT. This agreement describes certain legal rights. You may have other 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 your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

24. 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

- * 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

- * repair, replacement or a refund for the software does not fully compensate you for any losses; or
- * Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your 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.

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 www.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 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 www.microsoft.com/worldwide).

3. Outside United States, Canada, Europe, Middle East and Africa. If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

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.

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 LICENSE TERMS

=====

MICROSOFT VISUAL STUDIO 2010 PROFESSIONAL AND TRIAL EDITION

=====

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. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.

TRIAL USE RIGHTS and CONVERSION for Visual Studio 2010 Professional Trial Edition. If the software is a trial edition, then this Section applies to you. You may install and use any number of copies of the trial software on your devices. You may only use the trial software for internal evaluation purposes. For example, your trial rights do not include the right to deploy or distribute any programs you design or develop with the software for use in a production environment, except that you may deploy your programs internally solely to evaluate the software.

You may convert your trial rights at any time to the full rights described in the rest of these license terms by purchasing a commercial license and obtaining a product key from Microsoft or one of its distributors. Your rights to use the trial software are limited to ninety (90) days. The trial software will present conversion options to you thirty (30) days after you install the trial software. At that time you may either request an additional 60-day trial period extension or purchase a commercial license to continue using the software. After the expiration of the 90-day trial period, without conversion, the trial software will stop running.

* Sections 1-3, 10 - 13, 15, 16, 19 and Limited Warranty do not apply. The remaining sections below apply.

* **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.

* Because this software is "as is," we may not provide support services for it.

* **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.

When you acquire the retail license of the software named above, all of the license terms below apply.

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

1. OVERVIEW.

a. **Software.** The software includes development tools, software programs and documentation.

b. **License Model.** The software is licensed on a per user basis.

* **INSTALLATION AND USE RIGHTS.**

a. **General.** One user may install and use copies of the software to design, develop, test and demonstrate your programs. You may not use the software on a server in a production environment.

b. **Included Microsoft Programs.** The software contains other Microsoft programs. These license terms apply to your use of those programs, except for those Microsoft programs identified in Sections 6, 7 and 8 which are governed by their own license terms.

- c. Third Party Programs. The software contains third party programs. If other terms come with those third party programs, those terms determine your rights to use it and any other related rights or remedies you have.
- d. Product Keys. The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.

* ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. User Testing. Your end users may access the software to perform acceptance tests on your programs.
- b. Microsoft Office User Interface. These license terms grant you no rights to make, copy, use or distribute any elements of the Microsoft Office user interface such as the ribbon and quick access toolbar, the license terms for which are available separately. To learn more about the Office user interface licensing program, please visit <http://msdn.microsoft.com/officeui>.
- c. Utilities. The software contains certain components that are identified in the Utilities List located at <http://go.microsoft.com/fwlink/?LinkId=165518>. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. You may copy and install the Utilities you receive with the software on to other machines, and these Utilities may only be used to debug and deploy your programs and databases you have developed with the software. You must delete all the Utilities installed onto a machine within the earlier of (i) when you have finished debugging or deploying your programs; or (ii) thirty (30) days after installation of the Utilities onto that machine.
- d. BUILDSEVER.TXT File. If your version of the software contains a BUILDSEVER.TXT file you may install copies of the files listed in it, onto your build machines, solely for the purpose of compiling and building your programs. We may list additional files at <http://go.microsoft.com/fwlink/?LinkId=165518> to use for this same purpose.
- e. Distributable Code. The software contains code that you are permitted to distribute or deploy in programs you develop if you comply with the terms below.
 - i. 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 in REDIST.TXT files, plus any files listed on the REDIST list located at: <http://go.microsoft.com/fwlink/?LinkId=165518>
 - * Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
 - * Silverlight Libraries. You may copy and distribute the object code form of code marked as "Silverlight Libraries", Silverlight "Client Libraries" and Silverlight "Server Libraries."

- * Microsoft Merge Modules. You may copy and distribute the unmodified output of Microsoft Merge Modules.
- * Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- * Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

f. 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.

g. 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 Microsoft operating systems, run-time technologies or application platforms;
- * 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.

* **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 features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use 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 services available to you.

* **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.

* **Extension Manager.** The Extension Manager can retrieve other software through the internet from the Visual Studio Gallery website. To provide this other software, the Extension Manager sends to Microsoft the name and version of the software you are using and language code of the device where you installed the software. This other software is provided by third parties to Visual Studio Gallery. It is licensed to users under terms provided by the third parties, not from Microsoft. Read the Visual Studio Gallery terms of use for more information.

* **Real Simple Syndication ("RSS") Feed.** This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.

* **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

* **SILVERLIGHT 3 AND SILVERLIGHT 3 SOFTWARE DEVELOPMENT KIT**

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

a. **Automatic Updates.** Silverlight contains an Automatic Update feature that is on by default. For more information about this feature, including instructions for turning it off, see <http://go.microsoft.com/fwlink/?LinkId=147032>. You may turn off this feature while Silverlight 3 is running ("opt out"). Unless you expressly opt out of this feature, this feature will (a) connect to Microsoft or service provider computer systems over the Internet, (b) use Internet

protocols to send to the appropriate systems standard computer information, such as your computer's Internet protocol address, the type of operating system, browser and name and version of Silverlight you are using, and the language code of the device where you installed Silverlight, and (c) automatically download and install, or prompt you to download and/or install, current Updates to Silverlight. In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information and the automatic downloading and installation of Updates.

b. Microsoft Digital Rights Management. If you use Silverlight to access content that has been protected with Microsoft Digital Rights Management (DRM), in order to let you play the content, the software may automatically request media usage rights from a rights server on the Internet and download and install available DRM Updates. For more information, see <http://go.microsoft.com/fwlink/?LinkId=147032>.

c. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, AND THE VC-1 VIDEO STANDARD. Silverlight may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (B) DECODE AVC AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://WWW.MPEGLA.COM) .

For clarification purposes only, the Notice in this Section does not limit or inhibit the use of the software provided under this agreement for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

* LICENSE TERMS FOR MICROSOFT SQL SERVER SOFTWARE COMPONENTS. The software is accompanied by Microsoft SQL Server software components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ..\Program Files\Microsoft Visual Studio 2010\Licenses.

* .NET FRAMEWORK SOFTWARE. The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to

disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

* **OTHER WINDOWS COMPONENTS.** The software contains certain .dll's related to Microsoft Build and Microsoft Web Deploy technologies. These files are part of Windows. The license terms for Windows apply to your use of these .dll's.

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

- * 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; or

- * use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

* **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

* **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

* **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."

* **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.

* **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.

* **SUPPORT SERVICES.** Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx. Such support will be subject to the following clarification related to jQuery and jQuery Validation. The software may contain the jQuery javascript library and the jQuery validation javascript library, which is licensed under the MIT License. For a copy of that license please see www.opensource.org/licenses/mit-license.php. We do not claim to "own" jQuery or jQuery Validation. While we offer our regular support options for the rest of the Microsoft software, the support we offer for jQuery and jQuery Validation will be as follows:

* Support is for the particular jQuery and jQuery Validation code that is included in the software, and only for requests from users of the software.

* We will take in customer inquiries. We will, at our option, submit bug fixes to the jQuery or jQuery Validation team on behalf of our customers.

* Support does not include feature requests. For feature requests, we will direct you to contact the jQuery or jQuery Validation team directly.

* Support does not include distribution of fixes broadly, such as via a Service Level Agreement. We may, however, provide targeted fixes to our customers on a case-by-case basis or suggest a fix so that customers can apply it at their own discretion.

* If jQuery or jQuery Validation is discontinued as an ongoing project, then our ability to support it will also need to end at that time. We may also choose to discontinue this support for any other reason.

* **ENTIRE AGREEMENT.** This agreement (including the warranty below), 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.

* **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.

* **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other 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 your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

* **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

- * 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

- * repair, replacement or a refund for the software does not fully compensate you for any losses; or
- * Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your 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.

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 www.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 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 www.microsoft.com/worldwide).

3. Outside United States, Canada, Europe, Middle East and Africa. If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

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.

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 Visual Studio 2013 Professional and Trial Versions License](#)

MICROSOFT SOFTWARE LICENSE TERMS
MICROSOFT VISUAL STUDIO PROFESSIONAL 2013 AND TRIAL EDITION

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. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND USE OF INTERNET-BASED SERVICES.

OVERVIEW OF TRIAL EDITION. If the software is a trial edition, then this Section applies to your use of the trial edition.

A. INSTALLATION AND USE OF TRIAL EDITION. You may install and use any number of copies of the trial edition on your devices. You may only use the trial edition for internal evaluation purposes during the trial period. You may not deploy any applications to a production environment. You may run load tests of up to 250 virtual users during the trial period.

B. TRIAL PERIOD AND CONVERSION. The length of the trial period is thirty (30) days. After the expiration of the trial period the trial edition will stop running. You will receive periodic warnings that the trial period is about to expire. You may extend the trial period an additional sixty (60) days by registering. You may not be able to access data used with the trial edition when it stops running. You may convert your trial rights at any time to the full-use rights described below by acquiring a valid full-use license.

C. Sections 1-3(d), 4, 10-14, 18, 19, 21, 22 and the Limited Warranty in the full-use license section of this agreement below do not apply to the trial edition. The following sections D-F below apply to the trial edition.

D. DISCLAIMER OF WARRANTY. THE TRIAL EDITION 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.

E. Because the trial edition is “as is,” we may not provide support services for it.

F. 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 trial edition, 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.

TERMS FOR FULL-USE LICENSE FOR THE SOFTWARE: When you acquire the full-use license of the software named above, all of the license terms below apply.

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

1. OVERVIEW.

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

2. INSTALLATION AND USE RIGHTS.

- a. General. One user may install and use copies of the software to design, develop, test and demonstrate your programs. You may not use the software on a server in a production environment.
- b. Product Keys and Access Credentials. The software allows you to access services and features using your Microsoft account or other supported login credentials. You are responsible for the use of product keys assigned to you and access to services and features using your login credentials. You may not share the product keys or login credentials with other individuals.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Separation of Components. The components of the software are licensed as a single unit. You may not separate the components and install them on different devices except as otherwise stated in this agreement.

b. Utilities. The software contains certain components that are identified in the Utilities List located at <http://go.microsoft.com/fwlink/?LinkId=313603>. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. You may copy and install the Utilities you receive with the software on to other third party machines. These Utilities may only be used to debug and deploy your programs and databases you have developed with the software. You must delete all the Utilities installed onto such other machines within the earlier of (i) when you have finished debugging or deploying your programs; or (ii) thirty (30) days after installation of the Utilities on those machines.

c. Build Server. The software contains certain components that are identified in the Build Server List located at <http://go.microsoft.com/fwlink/?LinkId=313603>. You may install copies of the files listed in it, onto your build machines. You and others in your organization may use these files on your build machines solely for the purpose of compiling, building, verifying and archiving your programs or to run quality or performance tests as part of the build process on your build machines.

d. Font Components. While the software is running, you may use its fonts to display and print content. You may only

- * embed fonts in content as permitted by the embedding restrictions in the fonts; and

- * temporarily download them to a printer or other output device to help print content.

e. Included Microsoft Programs. These license terms apply to all Microsoft programs included with the software, except as otherwise noted in this agreement or in the ThirdPartyNotices file accompanying the software.

f. Third Party Notices. Additional copyright notices and license terms applicable to portions of the software are set forth in the ThirdPartyNotices file accompanying the Microsoft software. In addition to any terms and conditions of any third party license identified in the ThirdPartyNotices file, the disclaimer of warranty and limitation on and exclusion of remedies and damages provisions of this agreement shall apply to all software in this distribution.

4. DISTRIBUTABLE CODE. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below. (For this Section the term “distribution” also means deployment of your programs 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
<http://go.microsoft.com/fwlink/?LinkId=313603>.

- * Sample Code. You may copy, modify and distribute the source and object code form of code marked as “sample.”
- * Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- * Blend Site Templates for Visual Studio. The software contains code marked as “site templates” that you are permitted to use along with your content. You may copy, modify, and distribute the source and object code form of these site templates.
- * Blend Fonts for Visual Studio. You may distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font.
- * Blend Styles for Visual Studio. You may copy, modify and distribute the object code form of code identified as “Sketch” or “Simple” Styles.
- * Silverlight 5 SDK Libraries. You may copy and distribute the object code form of code marked as “Silverlight Libraries”, “Client Libraries”, and “Server Libraries.”
- * ASP.NET and Web Tooling Extensions .js Files. You may copy, modify and distribute any .js files contained in the ASP.NET Model View Controller, ASP.NET Web Pages or in the Web Tooling Extensions project templates and NuGet packages as part of your ASP.NET programs.
- * Visual Studio LightSwitch Project Templates. You may modify, copy, and distribute the .js files contained in the Visual Studio LightSwitch project templates as part of your LightSwitch programs.
- * 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 the Distributable Code 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 Microsoft operating systems, run-time technologies, or application platforms, except that JavaScript, CSS and HTML files included for use in websites and web applications (as opposed to Windows Library for JavaScript files covered in Section 4.d below) may be distributed to run on any 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.

d. Windows Library for JavaScript. The software includes Windows Library for JavaScript. In addition to the other provisions of this Distributable Code section, the following also applies to your programs that work in conjunction with Windows Library for JavaScript. The Windows Library for JavaScript files help your programs implement the Windows design template and UI look and feel. You may copy, use and distribute these files, without modification, in programs you develop for your internal use or in programs that you develop and distribute to third parties. You may distribute programs containing the Windows Library for JavaScript files only through the Windows Store and not by any other means.

e. Additional Licensing Requirements and/or Distribution Rights for Features Made Available with the Software:

- * Bing Maps. The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in

conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose.

* **Additional Mapping APIs.** The software may include application programming interfaces that provide maps and other related mapping features and services that are not provided by Bing (the "Additional Mapping APIs"). These Additional Mapping APIs are subject to additional terms and conditions and may require payment of fees to Microsoft and/or third party providers based on the use or volume of use of such Additional Mapping APIs. These terms and conditions will be provided when you obtain any necessary license keys to use such Additional Mapping APIs or when you review or receive documentation related to the use of such Additional Mapping APIs.

* **Windows.Phone.Speech namespace API.** Using speech recognition functionality via the Windows.Phone.Speech namespace APIs in a program requires the support of a speech recognition service. The service may require network connectivity at the time of recognition (e.g., when using a predefined grammar). In addition, the service may also collect speech-related data in order to provide and improve the service. The speech-related data may include, for example, information related to grammar size and string phrases in a grammar.

Also, in order for a user to use speech recognition on the phone they must first accept certain terms of use. The terms of use notify the user that data related to their use of the speech recognition service will be collected and used to provide and improve the service. If a user does not accept the terms of use and speech recognition is attempted by the application, the operation will not work and an error will be returned to the application.

* **Location Framework.** The software may contain a location framework component that enables support of location services in programs. In addition to the other limitations in this agreement, you must comply with all applicable local laws and regulations when using the location framework component or the rest of the software.

* **Device ID Access.** The software may contain a component that enables programs to access the device ID of the device that is running the program. In addition to the other limitations in this agreement, you must comply with all applicable local laws and regulations when using the device ID access component or the rest of the software.

* **PlayReady Support.** The software includes the Windows Phone Emulator, which contains Microsoft's PlayReady content access technology. Content owners use Microsoft PlayReady content access technology to help protect their intellectual property, including copyrighted content. This software uses PlayReady technology to access PlayReady-protected content and/or Microsoft Digital Rights Management (DRM) protected content. Microsoft may decide to revoke the software's ability to consume PlayReady-protected content for reasons including but not limited to (i) if a breach or potential

breach of PlayReady technology occurs, (ii) proactive robustness enhancement, and (iii) if content owners require the revocation because the software fails to properly enforce restrictions on content usage. Revocation should not affect unprotected content or content protected by other content access technologies. Content owners may require you to upgrade PlayReady to access their content. If you decline an upgrade, you will not be able to access content that requires the upgrade and may not be able to install other operating system updates or upgrades.

* Microsoft Advertising SDK. If you pass precise location data or other user related data (e.g., user identifier, profile data, behaviorally tracked user data) to the Microsoft Advertising SDK for Windows Phone, then your program must (a) notify end users that it will be collecting and using user related information and providing this information to Microsoft for Microsoft's advertising use, and (b) explicitly obtain affirmative user consent (e.g. the user must click an "Accept" or continue "Install" button) for this upon download of the software and/or application. In addition, you agree to: (a) comply with certification and other requirements for Windows Phone; (b) comply with Microsoft's privacy and other policies in your collection and use of any user data; (c) not collect or use any user identifier created or provided to you by Microsoft for any purpose other than passing such identifier to a Microsoft advertising service as part of your use of the service; and (d) provide in your privacy policy and/or terms of use a link that provides users with the ability to opt out of Microsoft interest based advertising at the following location <https://choice.live.com/AdvertisementChoice/>.

5. DATA.

a. Consent for Internet-Based Services. Microsoft provides Internet-based services with the software. It may change or cancel them at any time. The software features described below and in the Visual Studio 2013 privacy statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see <http://go.microsoft.com/fwlink/?LinkId=286720>. BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. Microsoft does not use the information to identify or contact you.

* Extensions and Updates; and New Project Dialog. Extensions and Updates; and New Project Dialog can retrieve other software through the Internet from Visual Studio Gallery, Microsoft Download Center and MSDN Samples websites. To provide this other software, Extensions and Updates; and New Project Dialog send to Microsoft the name and version of the software you are using and language code of the device where you installed the software. In addition, Extensions and Updates contains an automatic update feature that is on by default.

* For more information about this feature, including instructions for turning it off, see <http://go.microsoft.com/fwlink/?LinkId=286720>. You may turn off this automatic update feature while the software is running ("opt out"). Unless you expressly opt out of this feature, the feature

will (a) connect to Microsoft or service provider computer systems over the Internet, (b) use Internet protocols to send to the appropriate systems standard computer information, such as your computer's Internet protocol address, operating system, the name and version of the software you are using and language code of the device where you installed the software, and (c) prompt you to download and/or install, current updates to the software or other third party software. In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information.

- * Notification Tool Window. The software includes a notification tool window. When connected to the Internet, technologies that use the notification tool window may provide information related to extensions and other software or services that you have installed or opted into and display those updates to you. For more information please see the privacy statement <http://go.microsoft.com/fwlink/?LinkId=286720>.
- * Really Simple Syndication ("RSS") Feed. This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.
- * Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance, help, and Appshelp. You may choose not to use these web content features.
- * Package Manager Features. For more information about these features, see the privacy statement available at go.microsoft.com/fwlink/?LinkId=205205. With respect to these package manager features, Microsoft or the third party service provider may use the computer information obtained through your use of these features, to improve its software and services. Microsoft or such third party may also share this information with others, such as hardware and software vendors that may use the information to improve how their products run with Microsoft software.
- * Open Data Protocol (OData) Service. The Microsoft NuGet-Based Package Manager and the package manager feature of Microsoft ASP.NET Web Pages will access a list of packages made available by Microsoft and third party service providers that is accessed by means of an OData service online located at go.microsoft.com/fwlink/?LinkId=206669. You may change the feed URL that the package manager feature initially points to at any time at your discretion.
- * Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of

the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

b. Computer Information. The following features use 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 services available to you.

* Visual Studio Experience Improvement Program. This software uses the Visual Studio Experience Improvement Program ("VSEIP") which is on by default. VSEIP helps Microsoft collect information about problems that you have while using the software. Microsoft also uses VSEIP Information to improve its software and services. Microsoft may also share VSEIP data with others, such as agents acting on Microsoft's behalf and hardware and software vendors to improve how their products run with Microsoft software. To learn more about VSEIP, including how you can opt out, see go.microsoft.com/fwlink/?LinkId=286720.

* Data Collected Automatically. Microsoft automatically collects information identifying your installed Microsoft product, the operating system of the device, the CPU architecture of the operating system and data regarding the success or failure of the installation of the software, data identifying the cause of a crash in the product and information about the product license which is in use. Microsoft does not use this information to identify or contact you. For more information about privacy, see <http://go.microsoft.com/fwlink/?LinkId=286720>.

c. Microsoft Accounts in Visual Studio. If you are running the software on Windows 8, Windows 7 with sign-in assistant, or any other version of Windows that supports providing a Microsoft account directly to the software and you are signed into a Microsoft account in those versions of Windows, you may automatically be signed into the software and Visual Studio services accessed by the software using the same Microsoft account. This allows you to access services within the software and roam the software's settings without being asked to reenter your Microsoft account credentials each time you start the software. For more information about signing into the software and the services available therein with a Microsoft account, see the privacy statement <http://go.microsoft.com/fwlink/?LinkId=286720>.

d. Use of Information. Microsoft may use the computer and services information to improve its software and services. Microsoft 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.

6. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

7. OTHER INCLUDED MICROSOFT SOFTWARE COMPONENTS:

* Microsoft SQL Server, Microsoft SharePoint, Windows Software Development Kit (Windows SDK) and Components of Microsoft Office. The software is accompanied by Microsoft SQL Server software, Microsoft SharePoint software, including SharePoint Windows Identity Foundation Extensions, Windows SDKs and certain components of Microsoft Office software, which are all licensed to you under their own terms. The license terms for these software components are located in the “Licenses” folder of the software installation directory. If you do not agree to the license terms for these software components, you may not use them.

* Windows Components. The software includes Microsoft .NET Framework software, certain .dll’s related to Microsoft Build technologies, Windows Identity Foundation, Windows Web Services (WWS) for Windows 2008 and Windows Library for JavaScript components. These software components are part of Windows and are licensed to you under separate Windows license terms or as a supplement to a Windows license. The product lifecycle support and license terms for the applicable Windows product apply to your use of these Windows components.

* Microsoft Components Provided for Use with the Software. The software includes compilers, languages, runtimes, environments, and other resources that enable development for many Microsoft platforms. As a convenience to our Visual Studio customers, the software may install certain Microsoft SDKs and other Microsoft components that target and support those platforms. These components may be licensed and supported under their own terms and policies. The license terms for these software components are located in the “Licenses” folder of the software installation directory. If you do not agree to the license terms for these software components, you may not use them.

8. PACKAGE MANAGER AND THIRD PARTY SOFTWARE INSTALLATION FEATURES. The software includes the following features (each a “Feature”), each of which enables you to obtain software applications or packages through the Internet from other sources: Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and the package manager feature of Microsoft ASP.NET Web Pages. Those software applications and packages available through the Features are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is licensed to you under its own terms. Microsoft is not distributing or licensing any of the third-party applications or packages to you, but instead, as a convenience, enables you to use the Features to access or obtain those applications or packages directly from the third-party

application or package providers. By using the Features, you acknowledge and agree that:

- * you are obtaining the applications or packages from such third parties and under separate license terms applicable to each application or package (including, with respect to the package-manager Features, any terms applicable to software dependencies that may be included in the package).

9. MICROSOFT MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE FEED OR GALLERY URL, ANY FEEDS OR GALLERIES FROM SUCH URL, THE INFORMATION CONTAINED THEREIN, OR ANY SOFTWARE APPLICATIONS OR PACKAGES REFERENCED IN OR ACCESSED BY YOU THROUGH SUCH FEEDS OR GALLERIES. MICROSOFT GRANTS YOU NO LICENSE RIGHTS FOR THIRD-PARTY SOFTWARE APPLICATIONS OR PACKAGES THAT ARE OBTAINED USING THE FEATURES.

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

- * disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval, however, this does not apply to the Microsoft .NET Framework (see Section 6);
- * 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 solely to the extent: (i) permitted by applicable law, despite this limitation; or (ii) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software;
- * remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;
- * share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
- * make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- * publish the software, including any application programming interfaces included in the software, for others to copy;
- * use the software in any way that is against the law;
- * rent, lease or lend the software; or

* use the software for commercial software hosting services.

11. BACKUP COPY.

- a. Media. If you acquired the software on a disc or other media, you may make one backup copy of the media. You may use it only to reinstall the software on your devices.
- b. Electronic Download. If you acquired and downloaded the software online, you may make one copy of the software on a disc or other media in order to install the software on your devices. You may also use it to reinstall the software on your devices.

12. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

13. NOT FOR RESALE SOFTWARE. You may not sell software marked as “NFR” or “Not for Resale.”

14. DOWNGRADE. You may install and use this version and an earlier version of the software at the same time. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you. You are not entitled to use the earlier version if you have acquired a non-perpetual license or if your license is Not for Resale.

15. PROOF OF LICENSE. If you acquired the software on a disc or other 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 purchased and downloaded the software online, your proof of license is the genuine Microsoft product key for the software which you received with your purchase and your proof of purchase from an authorized electronic supplier of genuine Microsoft software. Proof of purchase may be subject to verification by your merchant's records. To identify genuine Microsoft software, see www.howtotell.com.

16. TRANSFER TO A THIRD PARTY. The first licensee of the software may transfer it and this license 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 first licensee must uninstall all copies of the software before transferring it separately from the device. The first licensee 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.

17. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, AND THE VC-1 VIDEO STANDARD. This software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. 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.

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

18. 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.

19. SUPPORT SERVICES. Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

20. ENTIRE AGREEMENT. This agreement (including the warranty below), 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.

21. 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.

22. LEGAL EFFECT. This agreement describes certain legal rights. You may have other 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 your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

23. 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

* 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

* repair, replacement or a refund for the software does not fully compensate you for any losses; or

* Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your 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 www.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 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 www.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. Outside 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 www.microsoft.com/worldwide).

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. In this paragraph, "goods" refers to the software for which Microsoft 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. 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.

EULAID: VS2013_RTM_PRO.1_ENU

Microsoft Visual Studio Professional 2012 and Trial Edition License

MICROSOFT SOFTWARE LICENSE TERMS MICROSOFT VISUAL STUDIO PROFESSIONAL 2012 AND TRIAL EDITION =====

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. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND FOR INTERNET-BASED SERVICES.

TRIAL USE RIGHTS and CONVERSION for Microsoft Visual Studio Professional 2012 Trial Edition. If the software is a trial edition, then this Section applies to you. You may install and use any number of copies of the trial software on your devices. You may only use the trial software for internal evaluation purposes.

You may convert your trial rights at any time to the full rights described in the

rest of these license terms by purchasing a commercial license and obtaining a product key from Microsoft or one of its distributors. Your rights to use the trial software are limited to thirty (30) days but you may extend your use rights another sixty (60) days by registering the software. This will enable you to use the trial software for a total of ninety (90) days. During this time you may purchase a commercial license to continue using the software past the ninety (90) day trial period. After the expiration of the trial period, without conversion, the trial software will stop running.

* Sections 1-4, 11-16, 19, 23 and Limited Warranty do not apply. The remaining sections below apply.

* 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.

* Because this software is "as is," we may not provide support services for it.

* 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.

When you acquire the retail license of the software named above, all of the license terms below apply.

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

1. OVERVIEW.

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

2. INSTALLATION AND USE RIGHTS.

a. General. One user may install and use copies of the software to design,

develop, test and demonstrate your programs. You may not use the software on a server in a production environment. b. Product Keys. The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Separation of Components. The components of the software are licensed as a single unit. You may not separate the components and install them on different devices except as otherwise stated in this agreement. b. Utilities. The software contains certain components that are identified in the Utilities List located at go.microsoft.com/fwlink/?LinkId=247624. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. You may copy and install the Utilities you receive with the software on to other third party machines. These Utilities may only be used to debug and deploy your programs and databases you have developed with the software. You must delete all the Utilities installed onto a third party machine within the earlier of (i) when you have finished debugging or deploying your programs; or (ii) thirty (30) days after installation of the Utilities onto that machine. c. Build Server. The software contains certain components that are identified in the Build Server List located at go.microsoft.com/fwlink/?LinkId=247624. You may install copies of the files listed in it, onto your build machines, solely for the purpose of compiling, building, verifying and archiving your programs. d. Font Components. While the software is running, you may use its fonts to display and print content. You may only

- * embed fonts in content as permitted by the embedding restrictions in the fonts; and

- * temporarily download them to a printer or other output device to help print content.

e. Bing Maps. The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose. Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969. f. Included Microsoft Programs. These license terms apply to all Microsoft programs included with the software, except as otherwise noted in this agreement. g. Third Party Programs and Notices. The software includes third party code. The PreEmptive Solutions, LLC., Dotfuscator and Analytics products are licensed to you under their own license terms and not by Microsoft. Other third party code included in the software is licensed to you by Microsoft under this license agreement, rather than licensed to you by any third party under some other license terms. Notices, if any, for this third party code are included with the software and may also be found in the ThirdPartyNotices.txt file.

4. DISTRIBUTABLE CODE. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

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 go.microsoft.com/fwlink/?LinkId=247624.

- * Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."

- * Icons. You may copy and distribute the icons in the Image Library as described in the software documentation.

- * Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.

- * Blend Site Templates for Visual Studio 2012. The software contains code marked as "site templates" that you are permitted to use along with your content. You may copy, modify, deploy and distribute the source and object code form of these site templates.

- * Blend Fonts for Visual Studio 2012. You may distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font.

- * Blend Styles for Visual Studio 2012. You may copy, modify and distribute the object code form of code identified as "Sketch" or "Simple" Styles.

- * Silverlight 5 SDK Libraries. You may copy and distribute the object code form of code marked as "Silverlight Libraries", "Client Libraries" and "Server Libraries."

- * ASP.NET MVC and Web Tooling Extensions .js Files. You may modify, copy and distribute or deploy any .js files contained in the ASP.NET Model View Controller or in the Web Tooling Extensions as part of your ASP.NET programs.

- * 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 Microsoft operating systems, run-time technologies or application platforms;
- * 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.

d. Windows Library for JavaScript. The software includes the Windows Library for JavaScript. In addition to the other provisions of this section, "Distributable Code", the following also applies to your programs that work in conjunction with the Windows Library for JavaScript. The Windows Library for JavaScript files help your programs implement the Windows design template and UI look and feel. You may copy and use these files, without modification, in your programs that you develop for your internal use or in programs that you develop and distribute to third parties. Distribution of your programs containing the Windows Library for JavaScript files is limited solely to the Windows Store. You understand and agree such distribution of your programs is subject to the Windows Store developer terms and terms of use. 5. 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 features described below and in the Visual Studio 2012 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see go.microsoft.com/fwlink/?LinkId=248251. BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. Microsoft does not use the information to identify or contact you. Computer Information. The following features use 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 services available to you.

- * Microsoft Digital Rights Management for Silverlight. If you use the software to access content that has been protected with Microsoft Digital Rights Management (DRM), then, in order to let you play the content, the Silverlight software may automatically request media usage rights from a

rights server on the Internet and download and install available DRM Updates. For more information, see go.microsoft.com/fwlink/?LinkId=217109.

* **Customer Experience Improvement Program.** This software uses the Customer Experience Improvement Program ("CEIP"). CEIP automatically sends Microsoft information identifying the installed Microsoft product, the operating system of the device, the CPU architecture of the operating system and data regarding the success or failure of the installation of the software. Microsoft does not use this information to identify or contact you. CEIP helps Microsoft collect information about problems that you have while using the software. To learn more about CEIP, see go.microsoft.com/fwlink/?LinkId=248251.

* **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

* **Extension Manager and New Project Dialog.** Extension Manager and New Project Dialog can retrieve other software through the Internet from Visual Studio Gallery and MSDN Samples websites. To provide this other software, the Extension Manager and New Project Dialog send to Microsoft the name and version of the software you are using and language code of the device where you installed the software. In addition, Extension Manager contains an automatic update feature that is on by default. For more information about this feature, including instructions for turning it off, see go.microsoft.com/fwlink/?LinkId=248251. You may turn off this automatic update feature while the software is running ("opt out"). Unless you expressly opt out of this feature, this feature will (a) connect to Microsoft or service provider computer systems over the Internet, (b) use Internet protocols to send to the appropriate systems standard computer information, such as your computer's Internet protocol address, operating system, the name and version of the software you are using and language code of the device where you installed the software, and (c) prompt you to download and/or install, current updates to Visual Studio or other third party software. In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information.

* **Really Simple Syndication ("RSS") Feed.** This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.

* **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance, help and Appshelp. You may choose not to use these web content features.

* **Package Manager Features.** For more information about these features, see the privacy statement available at go.microsoft.com/fwlink/?LinkId=205205. With respect to these package manager features, we or the third party service provider may use the computer information obtained through your use

of these features, to improve our or their software and services. We or they 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.

* Open Data Protocol (OData) Service. The Microsoft NuGet-Based Package Manager and the package manager feature of Microsoft ASP.NET Web Pages will access a list of packages that is supplied by means of an OData service online from Microsoft or a third-party service provider, located at go.microsoft.com/fwlink/?LinkID=206669. You may change the feed URL that the package manager feature initially points to at any time at your discretion.

b. 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. c. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means. 6. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes one or more components of the .NET Framework ("NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. 7. OTHER WINDOWS COMPONENTS. The software contains Microsoft .NET Framework software; certain .dll's related to Microsoft Build technologies; Microsoft Internet Information Services (IIS) Express; and Windows Library for JavaScript components. These software components are part of Windows. The license terms for Windows apply to your use of these Windows components. 8. SQL SERVER SOFTWARE and Windows Software Development Kit (Windows SDK). The software is also accompanied by Microsoft SQL Server Software and Windows SDK which are licensed to you under their own terms. The license terms for the SQL Server Software and Windows SDK are located in the "Licenses" folder of the software installation directory. If you do not agree to the components' license terms, you may not use them. 9. PACKAGE MANAGER AND THIRD PARTY SOFTWARE INSTALLATION FEATURES. The software includes the following features (each a "Feature"), each of which enables you to obtain software applications or packages through the Internet from other sources: Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and the package manager feature of Microsoft ASP.NET Web Pages. Those software applications and packages are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is under its own license terms. Microsoft is not developing, distributing or licensing any of the third-party applications or packages to you, but instead, as a convenience, enables you to use the Features to access or obtain those applications or packages directly from the third-party application or package providers. By using the Features, you acknowledge and agree that:

* you are obtaining the applications or packages from such third parties and under separate license terms applicable to each application or package (including, with respect to the package-manager Features, any terms applicable to software dependencies that may be included in the package);

- * that it is your responsibility to locate, understand and comply with all applicable license terms for each such application or package; and
- * with respect to the package-manager Features, this includes your responsibility to follow the package source (feed) URL or by reviewing the packages for embedded notices or license terms.

Microsoft makes no representations, warranties or guarantees as to the feed or gallery URL, any feeds or galleries from such URL, the information contained therein, or any software applications or packages referenced in or accessed by you through such feeds or galleries. Microsoft grants you no license rights for third-party software applications or packages that are obtained using the Features.

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

*

disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval, however, this does not apply to the Microsoft .NET Framework (see Section 6);

*

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;

*

remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;

*

share or otherwise distribute documents, text or images created using the software Data Mapping Services features;

*

make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

*

publish the software, including any application programming interfaces included in the software, for others to copy;

*

use the software in any way that is against the law;

*

rent, lease or lend the software; or

*

use the software for commercial software hosting services.

11. BACKUP COPY.

a. Media. If you acquired the software on a disc or other media, you may make one backup copy of the media. You may use it only to reinstall the software on your devices. b. Electronic Download. If you acquired and downloaded the software online, you may make one copy of the software on a disc or other media in order to install the software on your devices. You may also use it to reinstall the software on your devices.

12. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

13. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale." 14. DOWNGRADE. You may install and use this version and an earlier version of the software at the same time. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you. 15. PROOF OF LICENSE. If you acquired the software on a disc or other 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 purchased and downloaded the software online, your proof of license is the genuine Microsoft product key for the software which you received with your purchase and your proof of purchase from an authorized electronic supplier of genuine Microsoft software. Proof of purchase may be subject to verification by your merchant's records. To identify genuine Microsoft software, see www.howtotell.com. 16. 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 transfer must include the software and the Proof of License label. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies. 17. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, AND THE VC-1 VIDEO STANDARD. This software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. 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.

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

18. 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. 19. SUPPORT SERVICES. Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx. 20. ENTIRE AGREEMENT. This agreement (including the warranty below), 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. 21. 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.

22. LEGAL EFFECT. This agreement describes certain legal rights. You may have other 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 your rights under the laws of your state or country if the laws of your state or country do not permit it to do so. 23. 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

- * 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

- * repair, replacement or a refund for the software does not fully compensate you for any losses; or
- * Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your 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 www.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 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 www.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. Outside 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 www.microsoft.com/worldwide).

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. In this paragraph, "goods" refers to the software for which Microsoft 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. 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. EULAIID:VS2012_RTM_PRO.1_ENU

Microsoft xml CORE SERVICES (MSXML) 4.0 EULA

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

=====

Microsoft xml CORE SERVICES (MSXML) 4.0 IMPORTANT-READ CAREFULLY: This Microsoft End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software identified above, which may include computer software, associated media, printed materials, and "online" or electronic documentation ("SOFTWARE"). By downloading, installing, copying, or otherwise using the SOFTWARE, 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 or use the SOFTWARE.

The SOFTWARE is protected by copyright laws and international copyright treaties,

as well as other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright and other intellectual property rights in the SOFTWARE. The SOFTWARE is licensed, not sold.

The SOFTWARE consists of two elements: (1) XML Core Services component ("COMPONENT") which contains, among other items, files with ".dll" extensions which expose application programming interfaces that provide implementation to read, write, transform and make other manipulations with XML; and (2) MSXML software development kit ("SDK") which may include documentation, sample code, and other information designed to assist in the development of your applications.

1. GRANT OF LICENSE. This EULA grants you the following rights:

- a. General. You may install and use any number of copies of the SOFTWARE on any number of computers, including workstations, terminals or other digital electronic devices, for the purpose of designing, developing and testing your application(s) which work in conjunction with XML ("Application(s)").
- b. Sample Code. You may modify the portions of the SDK designated as "Sample Code" for the purpose of designing, developing and testing your Application.
- c. Redistribution of SOFTWARE and/or COMPONENT. You may copy and redistribute the SOFTWARE (in its entirety) and/or the COMPONENT (in its entirety) either in conjunction with your Application or standalone in and of itself, subject to the following restrictions and limitations:
 - i. If you redistribute the SOFTWARE and/or COMPONENT in their entirety, your copy must be a true and complete copy of the SOFTWARE and/or COMPONENT, including Microsoft's set up and all copyright notices, logos, end user license agreement and/or trademarks that appear in the SOFTWARE and/or COMPONENT as received from Microsoft;
 - ii. If you redistribute the SOFTWARE and/or COMPONENT in conjunction with your Application, your Application must include a valid copyright notice in your own name, which notice shall be sufficient to protect Microsoft's copyright in the SOFTWARE and/or COMPONENT;
 - iii. If you redistribute the SOFTWARE and/or COMPONENT in conjunction with your Application, and if your Application does not display Microsoft's end user license agreement to your end user, then your Application must be accompanied by license terms that are at least as restrictive as, and as protective of Microsoft as, those contained in this EULA.;
- iv. You shall not use Microsoft's name, logo or trademarks to market your Application;
- v. You shall not modify or alter the SOFTWARE and/or COMPONENT in any way; provided that you may merge those files in the SOFTWARE and/or COMPONENT with "msm" extensions into the "msm" files of your Application;
- vi. You shall not redistribute individual parts or files of the COMPONENT; you must redistribute the COMPONENT in its entirety;
- vii. You shall not redistribute the SDK separately; the SDK may only be redistributed as part of the SOFTWARE in its entirety; and

- viii. You agree to indemnify, hold harmless and defend Microsoft from and against any claims or lawsuits, including reasonable attorneys' fees, which arise or result from your distribution of the SOFTWARE and/or COMPONENT and/or your Application.
- d. Redistribution of Sample Code as Modified by You. You may copy and redistribute any Sample Code that you have modified as described in Section 1(b) above and incorporated into your Application, in both source code form and object code form, subject to the following restrictions and limitations:
- i. You shall distribute the modified Sample Code only in conjunction with and as part of an Application that adds significant and primary functionality to the Sample Code;
 - ii. You shall not use Microsoft's name, logo or trademarks to market your Application;
 - iii. You shall to include a valid copyright notice in your own name in your Application, which notice shall be sufficient to protect Microsoft's copyright in the modified Sample Code; and
 - iv. You agree to indemnify, hold harmless and defend Microsoft from and against any claims or lawsuits including reasonable attorneys' fees, which arise or result from the use or distribution of the modified Sample Code and/or your Application.
- e. Identified Software. Your license rights to the SOFTWARE are conditioned upon your
- a. not incorporating Identified Software into, or combining Identified Software with, the SOFTWARE, or a derivative work thereof;
 - b. not distributing Identified Software in conjunction with the SOFTWARE; and
 - c. not using Identified Software in the development of a derivative work of the SOFTWARE. "Identified Software" means software which is licensed pursuant to terms that directly or indirectly
 - i. create, or purport to create, obligations for Microsoft with respect to the SOFTWARE or derivative work thereof or
 - ii. grant, or purport to grant, to any third party any rights or immunities under Microsoft's intellectual property or proprietary rights in the SOFTWARE or derivative work thereof.
- Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be
- a. disclosed or distributed in source code form;
 - b. be licensed for the purpose of making derivative works; or
 - c. be redistributable at no charge.

f. Benchmark Testing. You may not disclose the results of any benchmark test using the SOFTWARE to any third party without Microsoft's prior written approval.

g. Reservation of Rights. Microsoft reserves all rights not expressly granted herein.

2. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILE, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

3. NO RENTAL. You may not rent, lease, or lend the SOFTWARE.

4. SUPPORT SERVICES. In the event Microsoft does provide you with support services related to the SOFTWARE ("Support Services"), use of such Support Services is governed by the Microsoft policies and programs described in the user manual, in "online" documentation, and/or in other Microsoft-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE and subject to the terms and conditions of this EULA. With respect to technical information you provide to Microsoft as part of the Support Services, Microsoft may use such information for its business purposes, including for product support and development. Microsoft will not utilize such technical information in a form that personally identifies you.

5. TERMINATION. Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.

6. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property rights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE), and any copies you are permitted to make herein are owned by Microsoft or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

7. U.S. GOVERNMENT LICENSE RIGHTS. SOFTWARE provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. SOFTWARE provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

8. EXPORT RESTRICTIONS. You agree that the SOFTWARE is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the SOFTWARE including the U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions issued by the U.S. and other governments. For additional information see <http://www.microsoft.com/exporting/>.

9. **DISCLAIMER OF WARRANTIES.** To the maximum extent permitted by applicable law, Microsoft and its suppliers provide the SOFTWARE and any (if any) Support Services AS IS AND WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the SOFTWARE, and the provision of or failure to provide Support Services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND SUPPORT SERVICES, IF ANY, REMAINS WITH YOU.

10. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICROSOFT OR ANY SUPPLIER, AND EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Microsoft and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the SOFTWARE or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

12. **APPLICABLE LAW.** If you acquired this SOFTWARE in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this SOFTWARE in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this SOFTWARE was acquired outside the United States, then local law may apply.

13. **ENTIRE AGREEMENT.** This EULA (including any addendum or amendment to this EULA which is included with the SOFTWARE) is the entire agreement between you and Microsoft relating to the SOFTWARE and the Support Services (if any) and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the SOFTWARE or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for Support Services conflict with the terms of this EULA, the terms of this EULA shall control.

14. QUESTIONS? Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please contact the Microsoft subsidiary serving your country, or write: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante vous concerne :

RENONCIATION AUX GARANTIES. Dans toute la mesure permise par la législation en vigueur, Microsoft et ses fournisseurs fournissent le PRODUIT LOGICIEL et tous (selon le cas) Services d'assistance TELS QUELS ET AVEC TOUS LEURS DÉFAUTS, et par les présentes excluent toute garantie ou condition, expresse ou implicite, légale ou conventionnelle, écrite ou verbale, y compris, mais sans limitation, toute (selon le cas) garantie ou condition implicite ou légale de qualité marchande, de conformité à un usage particulier, d'absence de virus, d'exactitude et d'intégralité des réponses, de résultats, d'efforts techniques et professionnels et d'absence de négligence, le tout relativement au PRODUIT LOGICIEL et à la prestation ou à la non-prestation des Services d'assistance. DE PLUS, IL N'Y A AUCUNE GARANTIE ET CONDITION DE TITRE, DE JOUISSANCE PAISIBLE, DE POSSESSION PAISIBLE, DE SIMILARITÉ À LA DESCRIPTION ET D'ABSENCE DE CONTREFAÇON RELATIVEMENT AU PRODUIT LOGICIEL. Vous supportez tous les risques découlant de l'utilisation et de la performance du PRODUIT LOGICIEL et ceux découlant des Services d'assistance (s'il y a lieu).

EXCLUSION DES DOMMAGES INDIRECTS, ACCESSOIRES ET AUTRES. Dans toute la mesure permise par la législation en vigueur, Microsoft et ses fournisseurs ne sont en aucun cas responsables de tout dommage spécial, indirect, accessoire, moral ou exemplaire quel qu'il soit (y compris, mais sans limitation, les dommages entraînés par la perte de bénéfices ou la perte d'information confidentielle ou autre, l'interruption des affaires, les préjudices corporels, la perte de confidentialité, le défaut de remplir toute obligation y compris les obligations de bonne foi et de diligence raisonnable, la négligence et toute autre perte pécuniaire ou autre perte de quelque nature que ce soit) découlant de, ou de toute autre manière lié à, l'utilisation ou l'impossibilité d'utiliser le PRODUIT LOGICIEL, la prestation ou la non-prestation des Services d'assistance ou autrement en vertu de ou relativement à toute disposition de cette convention, que ce soit en cas de faute, de délit (y compris la négligence), de responsabilité stricte, de manquement à un contrat ou de manquement à une garantie de Microsoft ou de l'un de ses fournisseurs, et ce, même si Microsoft ou l'un de ses fournisseurs a été avisé de la possibilité de tels dommages.

LIMITATION DE RESPONSABILITÉ ET RECOURS. Malgré tout dommage que vous pourriez encourir pour quelque raison que ce soit (y compris, mais sans limitation, tous les dommages mentionnés ci-dessus et tous les dommages directs et généraux), la seule responsabilité de Microsoft et de ses fournisseurs en vertu de toute disposition de cette convention et votre unique recours en regard de tout ce qui précède sont limités au plus élevé des montants suivants: soit (a) le montant que vous avez payé pour le PRODUIT LOGICIEL, soit (b) un montant équivalant à cinq dollars U.S. (5,00 \$ U.S.). Les limitations, exclusions et renonciations ci-dessus s'appliquent dans toute la mesure permise par la législation en vigueur, et ce même si leur application a pour effet de priver un recours de son essence.

LÉGISLATION APPLICABLE.. Sauf lorsqu'expressément prohibé par la législation locale, la présente convention est régie par les lois en vigueur dans la province d'Ontario, Canada. Pour tout différend qui pourrait découler des présentes, vous acceptez la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto,

Ontario.

Si vous avez des questions concernant cette convention ou si vous désirez communiquer avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, ou écrire à: Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.

MIT License

The MIT License

=====

Copyright (c) <year> <copyright holders>

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

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

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

Mozilla Public License 1.0

Mozilla Public License Version 1.0

=====

1. Definitions.

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

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

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

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

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

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

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

1.8. "License" means this document.

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

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

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

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

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

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

2. Source Code License.

2.1. The Initial Developer Grant.

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

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell ("Utilize") the Original Code (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Original Code (or portions thereof)

and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

2.2. Contributor Grant.

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

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

(b) under patents now or hereafter owned or controlled by Contributor, to Utilize the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

3. Distribution Obligations.

3.1. Application of License.

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

3.2. Availability of Source Code.

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

3.3. Description of Modifications.

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

3.4. Intellectual Property Matters

(a) Third Party Claims.

If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you

must include a text file with the source code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If you obtain such knowledge after You make Your Modification available as described in Section 3.2, You shall promptly modify the LEGAL file in all copies You make available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Your Modification is an application programming interface and You own or control patents which are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

3.5. Required Notices.

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

3.6. Distribution of Executable Versions.

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

3.7. Larger Works.

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

4. Inability to Comply Due to Statute or Regulation.

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

5. Application of this License.

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

6. Versions of the License.

6.1. New Versions.

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

6.2. Effect of New Versions.

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

6.3. Derivative Works.

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

7. DISCLAIMER OF WARRANTY.

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

8. TERMINATION.

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

9. LIMITATION OF LIABILITY.

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

10. U.S. GOVERNMENT END USERS.

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

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the United States of America: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in Santa Clara County, California, under the auspices of JAMS/EndDispute; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

Except in cases where another Contributor has failed to comply with Section 3.4, You are responsible for damages arising, directly or indirectly, out of Your utilization of rights under this License, based on the number of copies of Covered Code you made available, the revenues you received from utilizing such rights, and other relevant factors. You agree to work with affected parties to distribute responsibility on an equitable basis.

EXHIBIT A.

"The contents of this file are subject to the Mozilla Public License Version 1.0 (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.mozilla.org/MPL/> Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.
The Original Code is _____.
The Initial Developer of the Original Code is _____.
Portions created by _____ are Copyright (C) _____
_____. All Rights Reserved.
Contributor(s): _____."

MySQL Commercial License

License must be obtained from MySQL AB.

PostgreSQL License

PostgreSQL Database Management System
=====

(formerly known as Postgres, then as Postgres95)

Portions Copyright (c) 1996-2002, The PostgreSQL Global Development Group

Portions Copyright (c) 1994, The Regents of the University of California

Permission to use, copy, modify, and distribute this software and its documentation for any purpose, without fee, and without a written agreement is hereby granted, provided that the above copyright notice and this paragraph and the following two paragraphs appear in all copies.

IN NO EVENT SHALL THE UNIVERSITY OF CALIFORNIA BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF THE UNIVERSITY OF CALIFORNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE UNIVERSITY OF CALIFORNIA SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PROVIDED HEREUNDER IS ON AN "AS IS" BASIS, AND

THE UNIVERSITY OF CALIFORNIA HAS NO OBLIGATIONS TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS

SNMP++ License

Copyright (c) 1999
Hewlett-Packard Company

ATTENTION: USE OF THIS SOFTWARE IS SUBJECT TO THE FOLLOWING TERMS. Permission to use, copy, modify, distribute and/or sell this software and/or its documentation is hereby granted without fee. User agrees to display the above copyright notice and this license notice in all copies of the software and any documentation of the software. User agrees to assume all liability for the use of the software; Hewlett-Packard makes no representations about the suitability of this software for any purpose. It is provided "AS-IS" without warranty of any kind, either express or implied. User hereby grants a royalty-free license to any and all derivatives based upon this software code base.

The Unlicense

The Unlicense
=====

This is free and unencumbered software released into the public domain.

Anyone is free to copy, modify, publish, use, compile, sell, or distribute this software, either in source code form or as a compiled binary, for any purpose, commercial or non-commercial, and by any means.

In jurisdictions that recognize copyright laws, the author or authors of this software dedicate any and all copyright interest in the software to the public domain. We make this dedication for the benefit of the public at large and to the detriment of our heirs and successors. We intend this dedication to be an overt act of relinquishment in perpetuity of all present and future rights to this software under copyright law.

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 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.

For more information, please refer to <http://unlicense.org/>

Visual Studio 2005-Distributable Code License

End User License Agreement

Be sure to carefully read and understand all of the rights and restrictions

described in the EULA. You will be asked to review and either accept or not accept the terms of the EULA. This product will not set up on your computer unless and until you accept the terms of the EULA. For your future reference, you may print the text of the EULA from the eula.txt file of this product. You may also receive a copy of this EULA by contacting the Microsoft subsidiary serving your country, or by writing to : Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399.

MICROSOFT SOFTWARE LICENSE TERMS
MICROSOFT VISUAL STUDIO 2005 PROFESSIONAL EDITION
=====

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. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm. AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.

NOTICE: APPLICATIONS AND SERVICES BUILT WITH MICROSOFT VISUAL J# 2005 WILL RUN ONLY IN THE MICROSOFT .NET FRAMEWORK. VISUAL J# 2005 HAS BEEN INDEPENDENTLY DEVELOPED BY MICROSOFT. IT IS NOT ENDORSED OR APPROVED BY SUN MICROSYSTEMS, INC.

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

1. OVERVIEW.

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

2. INSTALLATION AND USE RIGHTS.

- a. General. One user may install and use copies of the software to design, develop, test and demonstrate your programs. Testing does not include staging on a server in a production environment, such as loading content prior to production use.
- b. Included Microsoft Programs. These license terms apply to all Microsoft programs included with the software. If the license terms with any of those programs give you other rights that do not expressly conflict with these license terms, you also have those rights.
- c. Third Party Programs. The software contains third party programs. The license terms with those programs apply to your use of them.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. User Testing. Your end users may access the software to perform acceptance tests on your programs.
- b. Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.
 - i. 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 in REDIST.TXT files.
 - * Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
 - * Microsoft Merge Modules. You may copy and distribute the unmodified output of Microsoft Merge Modules.
 - * MFCs, ATLs and CRTs. You may modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLs), and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name.
 - * MDAC. You may copy and distribute the object code form of the MDAC_TYP.EXE file.
 - * Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
 - * 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;
- * distribute Distributable Code, other than code listed in OTHER-DIST.TXT files, 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.

c. Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

4. 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 connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off this feature or not use it. For more information about this feature, see the software documentation. **BY USING THIS FEATURE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

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.

- * Digital Certificates. The software uses digital certificates. These

digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.

b. Misuse of Internet-based Services. You may not use this service in any way that could harm it or impair anyone else's use of it. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.

5. TIME-SENSITIVE SOFTWARE. If the version of the software is a trial version, the software will stop running either ninety days or one hundred eighty days after you install it, depending on the trial version you have. You will receive notice before it stops running. You may not be able to access data used with the software when it stops running.

6. PRODUCT KEYS. The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.

7. MICROSOFT WINDOWS SOFTWARE. The software contains the Microsoft .NET Framework 2.0 and Microsoft Data Access Component 2.8 SP1 software. These software are part of Windows. The license terms for Windows apply to your use of the .NET Framework 2.0 and Microsoft Data Access Component software.

8. SQL SERVER BENCHMARK TESTING. You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the SQL Server software that accompanies this software.

9. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes the .NET Framework component of the Windows operating systems (".NET Component"). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms:

1. you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s);
2. you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component;
3. your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system;
4. it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and

5. nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing.

The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

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

- * 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; or
- * use the software for commercial software hosting services.

11. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

12. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

13. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."

14. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

15. **UPGRADE.** If this software is marked as an upgrade version, you may use it only if you have a license to use the software eligible for upgrade. If you upgrade, this software takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version. You may

use the earlier version only as permitted in the Downgrade clause below.

16. DOWNGRADE. You may install and use this version and an earlier version of the software at the same time. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you.

17. 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.

18. 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.

19. SUPPORT SERVICES. Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

20. ENTIRE AGREEMENT. This agreement (including the warranty below), 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.

21. 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.

22. LEGAL EFFECT. This agreement describes certain legal rights. You may have other 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 your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

23. 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

* 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

- * repair, replacement or a refund for the software does not fully compensate you for any losses; or
- * Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your 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.
- 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 www.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 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 www.microsoft.com/worldwide).

3. Outside United States, Canada, Europe, Middle East and Africa. If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

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.

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.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

GARANTIE LIMITEE

A. GARANTIE LIMITEE. Si vous suivez les instructions, le logiciel fonctionnera dans son ensemble comme il est décrit dans la documentation de Microsoft recue avec ou dans le logiciel.

B. DUREE DE LA GARANTIE ; BENEFICIAIRE DE LA GARANTIE ; DUREE DE TOUTE GARANTIE IMPLICITE. La garantie limitée couvre le logiciel pendant un an après son acquisition par le premier utilisateur. Si vous recevez des compléments, des mises à jour ou un logiciel de remplacement au cours de

cette année, ils seront couverts par la garantie pendant la durée restante ou pendant 30 jours, la période la plus longue étant retenue. Si le premier utilisateur transfère le logiciel, la durée restante de la garantie s'applique au destinataire.

Dans la limite autorisée par la loi en vigueur, toute garantie ou condition implicite dont vous bénéficiez prendra fin au terme de la garantie limitée. Certains États n'autorisent pas les limitations portant sur la durée d'une garantie implicite, de sorte que les limitations ci-dessus peuvent ne pas vous être applicables. Elles peuvent également ne pas vous être applicables, car certains pays n'autorisent pas les limitations portant sur la durée d'une garantie ou condition implicite.

C. EXCLUSIONS DE LA GARANTIE. Cette garantie ne couvre pas les problèmes engendrés par vos propres actes (ou absences d'actes), ceux de tiers ou tout autre événement indépendant de la volonté de Microsoft.

D. RECOURS DANS LE CADRE DE LA VIOLATION DE GARANTIE. Nous nous engageons à réparer ou à remplacer le logiciel gratuitement. Si nous ne pouvons pas le réparer ni le remplacer, nous rembourserons le montant que vous avez payé pour le logiciel figurant sur le reçu. Nous nous engageons à réparer ou à remplacer les compléments, les mises à jour et le logiciel de remplacement gratuitement. Si nous ne pouvons pas les réparer ni les remplacer, nous rembourserons le montant que vous avez payé pour ces composants, le cas échéant. Vous devez désinstaller le logiciel et le renvoyer à Microsoft avec une preuve d'achat pour vous faire rembourser. Ces recours sont les seuls dont vous disposez dans le cadre de la violation de garantie limitée.

E. DROITS DES CONSOMMATEURS NON AFFECTÉS. Vous pouvez bénéficier de droits des consommateurs supplémentaires dans le cadre du droit local, que ce contrat ne peut modifier.

F. PROCEDURES RELATIVES AUX RECLAMATIONS DANS LE CADRE DE LA GARANTIE. Vous devrez fournir une preuve d'achat pour obtenir de l'aide en matière de garantie.

1. États-Unis et Canada. Pour obtenir de l'aide en matière de garantie ou des informations sur la procédure à suivre pour vous faire rembourser un logiciel acquis aux États-Unis et au Canada, mettez-vous en rapport avec Microsoft

* (800) MICROSOFT ;

* Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399 ; ou

* en visitant www.microsoft.com/info/nareturns.htm.

2. Europe, Moyen-Orient et Afrique. Si vous avez acquis le logiciel en Europe, au Moyen-Orient ou en Afrique, Microsoft Ireland Operations Limited offre cette garantie limitée. Pour faire une réclamation au titre de cette garantie, vous devez vous mettre en rapport avec

* Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Irlande ; ou

* votre filiale nationale de Microsoft (visitez le site

www.microsoft.com/worldwide).

3. En dehors des Etats-Unis, du Canada, de l'Europe, du Moyen-Orient et de l'Afrique. Si vous avez acquis le logiciel en dehors des Etats-Unis, du Canada, de l'Europe, du Moyen-Orient et de l'Afrique, mettez-vous en rapport avec votre filiale nationale de Microsoft (visitez le site www.microsoft.com/worldwide).

G. AUCUNE AUTRE GARANTIE. La garantie limitée est la seule garantie directe de Microsoft. Nous n'accordons aucune autre garantie ou condition expresse. Dans toute la mesure permise par le droit local, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues. Si le droit local vous accorde des garanties ou conditions implicites, nonobstant la présente exclusion, les recours dont vous disposez sont ceux présentés dans la clause de recours dans le cadre de la violation de garantie ci-dessus, dans la limite autorisée par le droit local.

H. LIMITATION DES DOMMAGES-INTERETS ET EXCLUSION DE RESPONSABILITE DANS LE CADRE DE LA VIOLATION DE GARANTIE. La clause de limitation des dommages-interets et exclusion de responsabilité ci-dessous s'applique aux violations de cette garantie limitée.

La présente garantie vous confère des droits légaux spécifiques et vous pouvez également bénéficier d'autres droits qui varient d'un Etat à l'autre. Vous pouvez également bénéficier d'autres droits qui varient d'un pays à l'autre.

LIMITATION DES DOMMAGES-INTERETS ET EXCLUSION DE RESPONSABILITE POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur du montant que vous avez payé pour le logiciel. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne

- * toute affaire liée au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- * les réclamations au titre de violation de contrat ou de garantie ou condition, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si

- * la réparation, le remplacement ou le remboursement du logiciel ne compense pas intégralement toute perte subie ; ou
- * Microsoft connaissait l'éventualité d'un tel dommage.

Certains Etats n'autorisent pas l'exclusion ou la limitation de responsabilité pour les dommages indirects ou accessoires, de sorte que la limitation ou l'exclusion ci-dessus peut ne pas vous être applicable. Elles peuvent également ne pas vous être applicables, car votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit.

EFFET JURIDIQUE. Le present contrat decrit certains droits juridiques. Vous pourriez avoir d'autres droits prevus par les lois de votre Etat ou pays. Vous pourriez egalement avoir des droits a l'egard de la partie de qui vous avez acquis de logiciel. Le present contrat ne modifie pas les droits que vous conferent les lois de votre Etat ou pays si celles ci ne le permettent pas.

Copyright 2022 © OpenText. All rights reserved.

Trademarks owned by Open Text

17-10-2022

Page 1 of 1