

# Non-Commercial Software Disclosures, License Texts, and Attributions

## For AdminStudio 2024 R2 SP1

November 2024

### Non-Commercial Software Disclosures Table

The following table lists this product's use of all non-commercial software (NCS) that meets these criteria:

- The product needs the NCS in order to operate.
- The NCS is not included with the runtime environment supported by the product; and
- The NCS was written by someone other than a Flexera employee or paid contractor.

Non-commercial software (NCS) can be either open source software (OSS) or no-cost closed source software.

**Note:** For a description of each of the columns in this table, see [Non-Commercial Software Disclosures Legend](#).

NCS name / version / type	Hyperlink to all license texts	Hyperlink to attributions	Flexera distribution with conditions	Customer distribution with conditions	How recipient can use their copy	Source code archive file	Modified source code archive file
<b>Apache log4net</b> <a href="http://logging.apache.org/log4net/index.html">http://logging.apache.org/log4net/index.html</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>ATL</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>CHyperLink Class</b> <a href="http://www.codeproject.com/miscectrl/hyperlink.asp">http://www.codeproject.com/miscectrl/hyperlink.asp</a> <a href="http://www.codeproject.com/info/cpol10.aspx">http://www.codeproject.com/info/cpol10.aspx</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>IconListBox</b> <a href="http://www.codeguru.com/submitguidelines.php#permission">http://www.codeguru.com/submitguidelines.php#permission</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified

NCS name / version / type	Hyperlink to all license texts	Hyperlink to attributions	Flexera distribution with conditions	Customer distribution with conditions	How recipient can use their copy	Source code archive file	Modified source code archive file
<b>Citrix Presentation Server libraries</b>	License texts	Attributions					Source code not modified
<b>Codejock Software Xtreme ToolkitPro</b>	License texts	Attributions					Source code not modified
<b>Version: 20.0.0.0</b>							
<b>ComToys</b> <a href="http://www.microsoft.com/msj/1299/comtoys/comtoys.aspx">http://www.microsoft.com/msj/1299/comtoys/comtoys.aspx</a> <a href="http://www.microsoft.com/msj/1199/bandobj/bandobj.aspx">http://www.microsoft.com/msj/1199/bandobj/bandobj.aspx</a>	License texts	Attributions					Source code not modified
<b>CPing Class</b>	License texts	Attributions					Source code not modified
<b>Crystal Reports Viewer 8.0</b> <a href="http://www.businessobjects.com/products/reporting/crystalreports/licensing/previousversions.asp">http://www.businessobjects.com/products/reporting/crystalreports/licensing/previousversions.asp</a>	License texts	Attributions					Source code not modified
<b>C SortedListCtrl Class</b> <a href="http://www.codeguru.com/Cpp/controls/listview/miscellaneous/article.php/c971/">http://www.codeguru.com/Cpp/controls/listview/miscellaneous/article.php/c971/</a> <a href="http://www.codeguru.com/submission-guidelines.php#permission">http://www.codeguru.com/submission-guidelines.php#permission</a>	License texts	Attributions					Source code not modified
<b>CSystemTray Class</b> <a href="http://www.codeguru.com/submission-guidelines.php#permission">http://www.codeguru.com/submission-guidelines.php#permission</a>	License texts	Attributions					Source code not modified
<b>Executable Files Needed for Packaging Applications for Microsoft ActiveSync</b> <a href="http://msdn2.microsoft.com/en-us/library/aa457870.aspx">http://msdn2.microsoft.com/en-us/library/aa457870.aspx</a>	License texts	Attributions					Source code not modified

NCS name / version / type	Hyperlink to all license texts	Hyperlink to attributions	Flexera distribution with conditions	Customer distribution with conditions	How recipient can use their copy	Source code archive file	Modified source code archive file
<b>Html Agility Pack</b> <a href="http://htmlagilitypack.codeplex.com/">http://htmlagilitypack.codeplex.com/</a>	License texts	Attributions					Source code not modified
<b>IconPro</b>	License texts	Attributions					Source code for this component is available on request. Contact <a href="mailto:support@flexera.com">support@flexera.com</a> for information
<b>madCodeHook</b> <a href="http://help.madshi.net/License.htm">http://help.madshi.net/License.htm</a>	License texts	Attributions					Source code not modified
<b>MFC</b>	License texts	Attributions					Source code not modified
<b>Markdown 1.0.1</b> <a href="http://daringfireball.net">http://daringfireball.net</a>	License texts						
<b>Microsoft .NET Framework 4.8</b>	License texts	Attributions					Source code not modified
<b>Microsoft Platform Software Development Kit</b>	License texts	Attributions					Source code not modified
<b>Microsoft Report Viewer</b>	License texts	Attributions					Source code not modified
<b>Microsoft SQL Server 2008 Management Objects</b>	License texts	Attributions					Source code not modified
<b>Microsoft SQL Server System CLR Types</b>	License texts	Attributions					Source code not modified
<b>Microsoft's Merge Modules</b>	License texts	Attributions					Source code not modified
<b>Microsoft's Resource File Linker</b>	License texts	Attributions					Source code not modified

NCS name / version / type	Hyperlink to all license texts	Hyperlink to attributions	Flexera distribution with conditions	Customer distribution with conditions	How recipient can use their copy	Source code archive file	Modified source code archive file
<b>Microsoft Visual Studio 6</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>NanoSoft Corporation's NSViews C++ Library</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>NCrawler</b> <a href="http://ncrawler.codeplex.com/">http://ncrawler.codeplex.com/</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>PixieLib</b> <a href="http://dilascia.com/">http://dilascia.com/</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>Powershell App Deployment Toolkit</b> <a href="http://psappdeploytoolkit.com/">http://psappdeploytoolkit.com/</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>Prism 4.1</b> <a href="http://msdn.microsoft.com/en-us/library/gg406140">http://msdn.microsoft.com/en-us/library/gg406140</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>RJS PopCalendar</b> <a href="http://www.gotdotnet.com/Community/UserSamples/Details.aspx?SampleGuid=FED8B3BE-67E2-4BFC-BE34-404799B17D7">http://www.gotdotnet.com/Community/UserSamples/Details.aspx?SampleGuid=FED8B3BE-67E2-4BFC-BE34-404799B17D7</a> <a href="mailto:ricaj0625@yahoo.com">ricaj0625@yahoo.com</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>Stingray Objective Toolkit Libraries</b> <a href="http://www.roguewave.com">http://www.roguewave.com</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>VMware ThinApp Libraries</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>WebGrid</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified

NCS name / version / type	Hyperlink to all license texts	Hyperlink to attributions	Flexera distribution with conditions	Customer distribution with conditions	How recipient can use their copy	Source code archive file	Modified source code archive file
<b>Wix</b> <a href="http://wixtoolset.org">http://wixtoolset.org</a> <a href="http://wix.codeplex.com/releases/view/93929">http://wix.codeplex.com/releases/view/93929</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>Windows Installer Engine Redistributables</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>WPF Application Framework (WAF)</b> <a href="http://waf.codeplex.com/license">http://waf.codeplex.com/license</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>DevExpress</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>Configuration Manager 2007 SDK</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>Offline Registry Library</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>MiniZip</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>Android SDK</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>VIX</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>Windows 8.1 SDK WDK Redistributables</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>7-Zip</b> <a href="http://www.7-zip.org/">http://www.7-zip.org/</a>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code not modified
<b>7-zip Wrapper</b>	<a href="#">License texts</a>	<a href="#">Attributions</a>					Source code for this component is available on request. Contact <a href="mailto:support@flexera.com">support@flexera.com</a> for information

NCS name / version / type	Hyperlink to all license texts	Hyperlink to attributions	Flexera distribution with conditions	Customer distribution with conditions	How recipient can use their copy	Source code archive file	Modified source code archive file
<b>vSphere SDK</b> <a href="http://www.vmware.com/go/vwss-dk-redistribution-info">http://www.vmware.com/go/vwss-dk-redistribution-info</a>	License texts	Attributions					Source code not modified
<b>Microsoft Graph SDK</b>	License Text	Attributions					Source code not modified
<b>Signtool</b>	License Text	Attributions					Source code not modified

## Non-Commercial Software Disclosures Legend

Term	Definition
<b>Flexera product name / version / type</b>	Name, version, type ("Cloud", "On-Premises", "Hybrid") of the Flexera product distributing the NCS disclosed in the table
<b>NCS name / version / type</b>	Name, version, and type ("Class library", "DLL", "Executable", etc.) of the NCS
<b>Hyperlink to all license texts</b>	A hyperlink labeled "License texts" which points to a line under the <a href="#">Appendix A: License Texts</a> section in this same document; if the NCS gives you the choice between multiple license texts, point the hyperlink to a copy of all the choices, then include a note in this table row which identifies the license text you have chosen to apply; if the NCS gives you no choice, point the hyperlink to a copy of the one or more license texts that apply
<b>Hyperlink to attributions</b>	A hyperlink labeled "Attributions" which points to a line under the <a href="#">Appendix B: Attributions</a> section of this same document; point the hyperlink to the attributions which are required by the license text(s), like copyright notices and/or acknowledgements; if no attributions are required, then put "No attributions required" in this table row
<b>Flexera distribution with conditions</b>	"As source code", "As compiled code", "As source and compiled code", or "Never will distribute"; and if will distribute, the conditions under which it will be distributed, for example, "Always will distribute", "Will distribute only with/when..."
<b>Customer distribution with conditions</b>	"As source code", "As compiled code", "As source and compiled code", or "Never will distribute"; and if will distribute, the conditions under which it will be distributed, for example, "Always will distribute", "Will distribute only with/when..."
<b>How recipient can use their copy</b>	How can a recipient of the Flexera product (customer or customer's customer) use their copy of the NCS with the product; for example, if the NCS is a DLL, then the recipient can put their copy of the DLL earlier in the search path as long as the public interface of their copy is the same as the one distributed by Flexera; if they can't use their own copy, then "Recipient must use copy distributed with product"
<b>Source code archive file</b>	If the license terms require Flexera to make the source code of the NCS available to its customers, then the full path name of an archive file on an on-premises or cloud storage medium controlled by Flexera exactly as copied from the licensor; if the licensor does not distribute an archive, create one; even if you download and use a compiled version of the NCS, if the licensor offers a source version of the NCS, this archive file should contain that source; else "Not required to make source code available"
<b>Modified source code archive file</b>	Full path name on Flexera's network of archive file containing the modified source code; else "Source code not modified"

## Appendix A: License Texts

This appendix must contain all the license texts which apply to all the table rows in the [Non-Commercial Software Disclosures Table](#).

Most readers of this document will first search for a particular license text and then need to find the table row in the Non-Commercial Software Disclosure Table to which that particular license text applies. Therefore, each license text (or group of license texts) in this appendix must be prefaced by the NCS name, version, and type; that is, the contents of the first column of the corresponding table row in the Non-Commercial Software Disclosure Table.

If multiple table rows in the Non-Commercial Software Disclosure Table use **exactly** the same license text (or group of license texts), then you can put one copy of the license text (or group of license texts) in this appendix and preface it with a list of NCS names, versions, and types.

### Apache log4net License

#### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

Version 2.0, January 2004

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

##### 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

## **ATL License**

Free with our Visual Studio license.

## CHyperLink Class License

The code project open license 1.0

### Preamble

This License governs Your use of the Work. This License is intended to allow developers to use the Source Code and Executable Files provided as part of the Work in any application in any form.

The main points subject to the terms of the License are:

- Source Code and Executable Files can be used in commercial applications;
- Source Code and Executable Files can be redistributed; and
- Source Code can be modified to create derivative works.
- No claim of suitability, guarantee, or any warranty whatsoever is provided. The software is provided "as-is".

This License is entered between You, the individual or other entity reading or otherwise making use of the Work licensed pursuant to this License and the individual or other entity which offers the Work under the terms of this License ("Author").

### License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CODE PROJECT OPEN LICENSE ("LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HEREIN, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE AUTHOR GRANTS YOU THE RIGHTS CONTAINED HEREIN IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ACCEPT AND BE BOUND BY THE TERMS OF THIS LICENSE, YOU CANNOT MAKE ANY USE OF THE WORK.

#### 1. Definitions.

- a. "Articles" means, collectively, all articles written by Author which describes how the Source Code and Executable Files for the Work may be used by a user.
- b. "Author" means the individual or entity that offers the Work under the terms of this License.
- c. "Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works.
- d. "Executable Files" refer to the executables, binary files, configuration and any required data files included in the Work.
- e. "Publisher" means the provider of the website, magazine, CD-ROM, DVD or other medium from or by which the Work is obtained by You.
- f. "Source Code" refers to the collection of source code and configuration files used to create the Executable Files.
- g. "Standard Version" refers to such a Work if it has not been modified, or has been modified in accordance with the consent of the Author, such consent being in the full discretion of the Author.

- h. "Work" refers to the collection of files distributed by the Publisher, including the Source Code, Executable Files, binaries, data files, documentation, whitepapers and the Articles.
- i. "You" is you, an individual or entity wishing to use the Work and exercise your rights under this License.

## **2. Fair Use/Fair Use Rights**

Nothing in this License is intended to reduce, limit, or restrict any rights arising from fair use, fair dealing, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

## **3. License Grant**

Subject to the terms and conditions of this License, the Author hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

- a. You may use the standard version of the Source Code or Executable Files in Your own applications.
- b. You may apply bug fixes, portability fixes and other modifications obtained from the Public Domain or from the Author. A Work modified in such a way shall still be considered the standard version and will be subject to this License.
- c. You may otherwise modify Your copy of this Work (excluding the Articles) in any way to create a Derivative Work, provided that You insert a prominent notice in each changed file stating how, when and where You changed that file.
- d. You may distribute the standard version of the Executable Files and Source Code or Derivative Work in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution.
- e. The Articles discussing the Work published in any form by the author may not be distributed or republished without the Author's consent. The author retains copyright to any such Articles. You may use the Executable Files and Source Code pursuant to this License but you may not repost or republish or otherwise distribute or make available the Articles, without the prior written consent of the Author.

Any subroutines or modules supplied by You and linked into the Source Code or Executable Files this Work shall not be considered part of this Work and will not be subject to the terms of this License.

## **4. Patent License**

Subject to the terms and conditions of this License, each Author 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, import, and otherwise transfer the Work.

## **1. Restrictions**

The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

- a. You agree not remove any of the original copyright, patent, trademark, and attribution notices and associated disclaimers that may appear in the Source Code or Executable Files.
- b. You agree not to advertise or in any way imply that this Work is a product of Your own.

- c. The name of the Author may not be used to endorse or promote products derived from the Work without the prior written consent of the Author.
- d. You agree not to sell, lease, or rent any part of the Work.
- e. You may distribute the Executable Files and Source Code only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy of the Executable Files or Source Code You distribute and ensure that anyone receiving such Executable Files and Source Code agrees that the terms of this License apply to such Executable Files and/or Source Code. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute the Executable Files or Source Code with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License.
- f. You agree not to use the Work for illegal, immoral or improper purposes, or on pages containing illegal, immoral or improper material. The Work is subject to applicable export laws. You agree to comply with all such laws and regulations that may apply to the Work after Your receipt of the Work.

## **6. Representations, Warranties and Disclaimer**

THIS WORK IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OR GUARANTEES. YOU, THE USER, ASSUME ALL RISK IN ITS USE, INCLUDING COPYRIGHT INFRINGEMENT, PATENT INFRINGEMENT, SUITABILITY, ETC. AUTHOR EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, OR THAT THE WORK (OR ANY PORTION THEREOF) IS CORRECT, USEFUL, BUG-FREE OR FREE OF VIRUSES. YOU MUST PASS THIS DISCLAIMER ON WHENEVER YOU DISTRIBUTE THE WORK OR DERIVATIVE WORKS.

## **7. Indemnity**

You agree to defend, indemnify and hold harmless the Author and the Publisher from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable legal or attorneys' fees) resulting from or relating to any use of the Work by You.

## **2. Limitation on Liability**

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE AUTHOR OR THE PUBLISHER BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK OR OTHERWISE, EVEN IF THE AUTHOR OR THE PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. Termination.**

- a. This License and the rights granted hereunder will terminate automatically upon any breach by You of any term of this License. Individuals or entities who have received Derivative Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 6, 7, 8, 9, 10 and 11 will survive any termination of this License.
- b. If You bring a copyright, trademark, patent or any other infringement claim against any contributor over infringements You claim are made by the Work, your License from such contributor to the Work ends automatically.
- c. Subject to the above terms and conditions, this License is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, the Author reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to

withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

#### **10. Publisher**

The parties hereby confirm that the Publisher shall not, under any circumstances, be responsible for and shall not have any liability in respect of the subject matter of this License. The Publisher makes no warranty whatsoever in connection with the Work and shall not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. The Publisher reserves the right to cease making the Work available to You at any time without notice

#### **11. Miscellaneous**

- a. This License shall be governed by the laws of the location of the head office of the Author or if the Author is an individual, the laws of location of the principal place of residence of the Author.
- b. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this License, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- c. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- d. This License constitutes the entire agreement between the parties with respect to the Work licensed herein. There are no understandings, agreements or representations with respect to the Work not specified herein. The Author shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Author and You.

## CIconListBox License

This link shows what submitters of code agree to when posting onto the [www.codeguru.com](http://www.codeguru.com) site:

<http://www.codeguru.com/submission-guidelines.php#permission>

```
//////////  
//  
//          CIconListBox  
//  
// Copyright (c) Joel Wahlberg ENATOR Networks 1997  
//          joel.wahlberg@enator.se  
//  
//////////
```

## Citrix Presentation Server Libraries License

Obtained directly from Citrix as part of our partner relationship.

## Codejock Software Xtreme ToolkitPro Version: 20.0.0.0 License

### END USER LICENSE AGREEMENT TERMS AND CONDITIONS

#### IMPORTANT – READ CAREFULLY

THIS SOFTWARE END USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND CODEJOCK SOFTWARE®. READ IT CAREFULLY BEFORE INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL OR USE THE SOFTWARE.

#### ARTICLE 1 - DEFINITIONS

- 1.1 “Documentation” means all user guides, reference manuals, other documentation accompanying Software (as defined below), and all other documentation otherwise made available by Codejock Software®.
- 1.2 “Licensee” means the purchaser of the license rights granted by this EULA (also referred to as “You”)
- 1.3 “Licensed Product” means the Software (as defined below) and Documentation and any copies or modifications.
- 1.4 “Licensor” means Codejock Software®.

- 1.5 "Software" means Xtreme ToolkitPro™ and its components, in Source Code or Object Code form for which Licensee has paid the applicable license fees.
- 1.6 "Source Code" means the version of software as it is originally written (i.e., typed into a computer) by a human in plain text (i.e., human readable alphanumeric characters) that contain programming statements and instructions that are not directly executable by the computer.
- 1.7 "Product Source Code" means Source Code that is used to develop and create the Software for the Licensed Product as defined above.
- 1.8 "Sample Source Code" means Source Code that is used to demonstrate the use of the Software for Licensed Product as defined above.
- 1.9 "Object Code" means Source Code that has been compiled (i.e., translated by a computer) into machine language by a compiler and consists of a sequence of instructions (in the form of zeros and ones) that the processor can understand. (e.g. a Dynamic Link Library ("DLL"), Statically Linked Library ("LIB"), Active -X COM Component ("OCX") or Executable ("EXE") file)
- 1.10 "Statically Linked Libraries" means binary Object Code that can be merged with other objects such as Dynamic Link Libraries or Executables to form a single object file.
- 1.11 "You" means the purchaser of the license rights granted by this EULA (also referred to as "Licensee")

## ARTICLE 2 – LICENSE

- 2.1 **License Grant.** In accordance with the terms and conditions of this EULA, Licenser grants Licensee a non-exclusive, nontransferable license to use the Software and Documentation. All rights to and in the Licensed Product, including, but not limited to, copyrights and trade secret rights, belong to Licenser and Licenser holds title to each copy of the Software. The Software shall only be used by a single developer at one time. Licensee shall not transfer or distribute the Licensed Product to others (except as specified in section 2.2 below), and this Agreement shall automatically terminate in the event of such a transfer or distribution. The 2007 Microsoft Office User Interface is subject to protection under U.S. and international intellectual property laws and is used by Codejock Software under license from Microsoft.
- 2.2 **Permitted Uses.** Subject to the terms and conditions of this EULA, Licensee may do the following: (a) Copy the Software to either: (i) Make one backup copy of the Software solely for backup purposes as long as all copyright and other notices are reproduced and included on the backup copy; or (ii) Transfer the Software to a hard disk as long as all copyright and other notices are reproduced and included on hard disk copy and keep the original copy solely for backup purposes. (b) Incorporate the Object Code into software application products that you develop; (c) Modify (i.e. modify the Source Code and compile) the Object Code and incorporate the modified libraries into software application products that you develop; (d) Make and distribute copies of the Object Code of the Software as incorporated into software application products that you develop provided that the Software, or other Codejock Software® products, do not constitute a major portion of the value of your product; (e) Solely with the respect to electronic help documentation, you may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed beyond the licensee's premises; (f) Use and modify the Product Source Code (if provided) and the Sample Source Code ("Product or Sample Source Code"), provided you do not distribute the Product or Sample Source Code, or any modified version of the Product or Sample Source Code, in Source Code form. (i) Any changes that are made to the Source Code that is not provided by Licenser will be the responsibility of Licensee, and Licensee will hold Licenser harmless for Licensee's additions. (ii) Any changes made by Licensee directly to the Product Source Code, unless authorized by Licenser, will not be covered under existing support agreements.
- 2.3 **Prohibited Uses.** Notwithstanding anything in this EULA to the contrary, Licensee may not do the following: (a) Distribute in any manner the Product or Sample Source Code or independent Statically Linked Libraries of the Software; (b) Use, copy, modify, merge or compile all or any portion of the Source Code or Object Code of the Software except as expressly provided in this agreement; (c) Make telecommunication transmittal of the Product Source Code, Sample Source Code or Statically Linked Libraries; (d) Distribute any portion of the Software or any derivative of any portion of the Software in a software development product or otherwise in competition with Codejock Software's distribution of the Software; (e) Decompile, disassemble or reverse engineer any Object Code from of any portion of the Software; (f) Repackage, wrap or compile any of the MFC Product or Sample Source Code into ActiveX COM (OCX) format. (g) Expose the interfaces of the Software through your application. (e.g. an OCX, DLL, class library, etc.); (h) Re-distribute ActiveX COM (OCX) Object Code with any license files (.lic) that would cause the interface of the OCX to be exposed. (i) Rent or lease the Software; (j) Disclose any Source Codes

of the Software to any person or entity who is not a Licensee of the Software; (k) Use Licensed Product with any product that is distributed as Open Source or is distributed under the terms of GNU General Public License (GPL) or where the Source Code of the application is freely distributed.

## ARTICLE 3 – TERMINATION

- 3.1 **Term.** This EULA shall remain in effect until terminated.
- 3.2 **Termination by Licensee.** Licensee may terminate this EULA by returning the Licensed Product to Lessor within 30 days of purchase.
- 3.3 **Termination by Lessor.** Lessor may terminate this EULA if Licensee breaches any of the terms and conditions of this EULA. Upon termination of this EULA Licensee shall return the Licensed Product to Lessor within 30 days after Licensee receives notice from Lessor that Licensee is terminating this EULA.
- 3.4 **Survival of Rights After Termination.** All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, remedies, or damages, and Lessor's proprietary rights shall survive termination.

## ARTICLE 4 - LIMITED WARRANTY, DISCLAIMER, AND LIMITATION OF LIABILITY

- 4.1 **Limited Warranty.** This Software is intended for commercial, institutional, and industrial users. Lessor does not warrant that the functions contained in the Licensed Product will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free. Lessor does warrant that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of delivery (Warranty Period). Any other software and any hardware furnished with or accompanying the Software is not warranted by Lessor. Lessor is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the software or for problems in the interaction of the Software with non-Lessor software. Licensee's exclusive remedy under this limited warranty is the replacement of any defective physical media on which the Software is furnished, as provided below. To receive a replacement for defective media under this limited warranty, return the defective media to Supplier during the Warranty Period, with proof of payment. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LESSOR, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES.
- 4.2 **Disclaimer.** EXCEPT AS PROVIDED ABOVE, THE LICENSED PRODUCT IS PROVIDED 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, TITLE AND NON-INFRINGEMENT, AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PRODUCT IS WITH LICENSEE.

## ARTICLE 5 - LIMITATION OF LIABILITY

- 5.1 **Limitation of Liability.** LESSOR'S SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE REPLACEMENT OF DEFECTIVE MEDIA ACCORDING TO THE LIMITED WARRANTY ABOVE. IN NO EVENT WILL LESSOR OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE LICENSED PRODUCT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OR LOSS OF PROFITS OR LOST SAVINGS, ARISING OUT OF USE OF OR INABILITY TO USE THE LICENSED PRODUCT (OR ANY HARDWARE FURNISHED WITH THE LICENSED PRODUCT), EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY DAMAGES.

## ARTICLE 6 - GENERAL

- 6.1 **U.S. Import and Export Laws.** Any Licensed Product provided to Licensee by Lessor shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction in which the Licensed Product was obtained.
- 6.2 **Restriction on Transfer.** Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.

6.3 **U.S. Government as Licensee.** The Licensed Product is a "commercial item," as that term is defined at 48 C.F.R. 2.101, developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as those terms are defined in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7204-4, all U.S. Government end users acquire the Licensed Product with only those rights as are granted to all other end users set forth in this EULA.

6.4 **Proper Notices.** All notices and other communications required or permitted under this EULA shall be deemed to have been given if mailed, postage paid, transmitted by facsimile, personally delivered or delivered by a commercial delivery service, to the address of the Licensee listed on file with the Lessor.

6.5 **Governing Law.** This EULA shall be governed by and interpreted under the laws of the State of Michigan, United States of America, without regard to conflicts of provisions.

6.6 **Joint Venture.** Nothing contained in this EULA shall be construed so as to make the parties partners or joint ventures.

6.7 **Waiver.** The failure of either party to this EULA to insist upon the performance of any of the terms or conditions of this EULA will not be construed as thereafter waiving any such terms or conditions but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

6.8 **Integration.** LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND LICENSOR, AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

6.9 **Severability.** If any provision of this EULA becomes or is declared by a court of competent jurisdiction to be unenforceable, this EULA shall continue in full force and effect without the provision.

6.10 **Headings.** All article, section, and paragraph headings contained in this EULA are for reference and in no way define, limit or extend the EULA or the intent of any of its provisions.

Codejock Software is a division of Codejock Technologies, LLC P.O. Box 726 Owosso, Michigan 48867

## ComToys License

Published in MSJ long time ago. License is not known

<http://www.microsoft.com/msj/1299/comtoys/comtoys.aspx>

ComToys.h has this notice at top:

```
///////////////////////////////
// ComToys(TM) Copyright 1999 Paul DiLascia
// If this code works, it was written by Paul DiLascia.
// If not, I don't know who wrote it.
//
```

The URL for the article from November 1999 that contained samples from the above archive is:

<http://www.microsoft.com/msj/1199/bandobj/bandobj.aspx>

There is no license agreement in the redistributable.

## CPing Class License

```
//  
// By Ali Raza Butt & Jahangir Hasan  
  
// University of Engineering & Technology, Lahore Pakistan  
//  
// Borrowed from a unknown author  
//
```

## Crystal Reports 9 Professional License

IMPORTANT-Read This Carefully Before Installing the Software.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND CRYSTAL DECISIONS, INC. ("Crystal"). BEFORE CONTINUING WITH THE INSTALLATION OF THE PROGRAM, YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT THAT FOLLOWS. WHEN PROMPTED, PLEASE INDICATE WHETHER YOU ACCEPT OR DO NOT ACCEPT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE, YOU MAY RETURN, WITHIN THIRTY (30) DAYS OF PURCHASE, THE MEDIA PACKAGE AND ALL ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND BINDERS OR OTHER CONTAINERS), TO THE PLACE YOU OBTAINED THEM (OR IF YOU PREFER, TO CRYSTAL DECISIONS CONTRACTS DEPT, 895 EMERSON ST., PALO ALTO, CA 94301, U.S.A.) FOR A FULL REFUND.

### 1. DEFINITIONS

- 1.1 "Access" means to connect to the Server Software either directly or indirectly through any middle tier application(s).
- 1.2 "Deployment" or "Deploy" means installing into production the Server Application on one or more computers within your company or organization only in connection with your internal business purposes.
- 1.3 "Design Tools" means the Crystal Reports report design application and utilities installed by the Crystal Reports setup program and associated documentation.. .
- 1.4 "Report" means any work or document created using a Crystal Decisions product, regardless of resulting file format.
- 1.5 "Report Application Server" means the software supplied on the Report Application Server media, including the ePortfolio Lite application and associated documentation..
- 1.6 "Server Environment" is defined as any server system, licensed from Crystal Decisions or any other entity, that consists of one or more server software processes, operating independently or otherwise, including but not limited to ASP .NET, Java servers, Citrix servers, report servers, web servers, database servers, terminal servers, mail servers, application servers or transaction servers, facilitated by an internet, intranet, extranet, client/server network, wide-area network, or any other multi-user network.
- 1.7 "Software" means the Crystal Reports software provided on your software media in object code form and associated documentation, any updates, additional modules, or additional software provided by Crystal Decisions in connection therewith; it includes both Design Tools and Server Software, but does not include any promotional software

or other software product provided in the same package, which shall be governed by the online software license agreements included with such promotional software or software product.

## **2. GRANT OF LICENSE**

Crystal Decisions grants you a nonexclusive and limited license to use the Crystal Reports Software accompanying this License Agreement, solely in accordance with the terms and conditions of this License Agreement. The Software is licensed, not sold, to you.

## **3. INSTALLATION AND USE.**

3.1 Use of the Designer Tools. The Designer Tools are licensed to you in one of five potential configurations: (1) Single User License; (2) Multiple User License; (3) Upgrade License; (4) Evaluation/Not for Resale License or (5) OEM License. You may install and use (in the manner described) only those configuration(s) for which you have obtained a license. Licenses for the Software are individual named user licenses. No license may be shared, in any capacity, by more than one individual end user. Your use of the Software is governed by the terms of this Agreement and the additional terms set forth in this Section 3 that specifically apply to the type of license you have obtained.

- 3.1.1. Single User License. You may install and use a single copy of the Software on a single computer. You may access the Software from a hard disk, over a network, or by any other method; strictly in accordance with the terms hereof. You may use each licensed copy of the Software only on a single computer. You must acquire additional single user licenses or multiple user licenses ("Five User Pack(s)") for additional users to use the Software.
- 3.1.2. Multiple User License. ("Five User Pack") For each Five User Pack license you purchase, Crystal grants you a nonexclusive license to make a maximum of five copies of the Software for a maximum of five users to use the Software who may access the Software from a hard disk, over a network, or by any other method; strictly in accordance with the terms hereof.
- 3.1.3. Upgrade License. You may use one copy of the Software on a single computer, provided that (a) you have a valid license to use and are upgrading an earlier version of the Software; or (b) you have a valid license to use the same version of the Software and are upgrading from the Standard edition to the Professional edition; or (c) you have a valid license to use and are upgrading one of an approved list of third party software products, which includes or "bundles" an earlier version of the Software. Acquisition of Upgrade Licenses is expressly limited to the direct proportional replacement of licenses previously licensed. By upgrading software that you have previously licensed (the "Previously Licensed Software") in any of the manners indicated above, you no longer have the right to use the Previously Licensed Software and you may only use the upgrade license as set forth herein. Additional licenses may not be acquired as Upgrade Licenses.
- 3.1.4. Evaluation/Not for Resale License. You may use one copy of the Software on a single computer, for a period as specified on the Software packaging. You are acquiring only the limited right to use a single copy of the Software for evaluation purposes. You are not acquiring any rights to the Software itself.
- 3.1.5. OEM License. If you have acquired the Software bundled or otherwise provided in combination with a third party product, you have acquired an OEM License. You may use each license copy of the Software only on a single computer. The Software may only be used in conjunction with the third party product with which it was provided. Accessing data that is not specifically created or used by the third party product is in violation of this license.

3.2 Use of Report Application Server.

- 3.2.1. Bundled With Crystal Reports. You may install and use a single copy of the Report Application Server as bundled with Crystal Reports on a single computer owned or operated by you and may permit only the ePortfolio Lite application to Access the Report Application Server for your internal business purposes. The ePortfolio Lite application may Access only one installation of the Report Application Server. Under no circumstances may you allow the ePortfolio Lite Application to Access more than one installation of the Report Application Software by combining additional Software licenses, other Crystal products that include the Report Application

Server, promotional offers of any kind, or by any other means, unless you acquire an add-on license for additional Report Application Server scalability. You may not Distribute the Report Application Server to third parties without written authorization from Crystal Decisions.

- 3.2.2. Processor License Upgrades. If you acquire Processor License Upgrades to the Report Application Server, you obtain the right to allow Access to the Report Application Server software by an unlimited number of end-users. However, the aggregate number of processors running any Report Application Server components(s) may not exceed the number of processors licensed.
- 3.3. Creation of Report Distribution Systems. You may use the Software by itself or as part of a system to automatically deliver, distribute or share Reports outside of the Crystal Reports, Report Application Server or Runtime Software environment: (a) to up to fifty (50) end users directly, or (b) to a location that is accessible to up to fifty (50) end users. Viewing Reports with the Offline Viewer or Client Applications is not considered within the Crystal Reports, Report Application Server or Runtime Software environment. You may not use the Software to automatically deliver, distribute or share reports to users outside of the Crystal Reports, Report Application Server or Runtime Software environment other than as provided above, unless you have acquired a Crystal Reports Broadcast License from Crystal Decisions. A Crystal Reports Broadcast License is not required for: (i) distribution of Reports in hard copy form, including distribution of paper copies by facsimile; or (ii) manual distribution of reports in an electronic or soft copy form.

#### **4. OWNERSHIP**

You agree that Crystal Decisions and/or its suppliers retain all right, title and interest in and to the Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. You agree that you neither own nor hereby acquire any claim or right of ownership to the Software or to any related patents, copyrights, trademarks or other intellectual property. You agree to use reasonable efforts to prevent and protect the contents of the Software from unauthorized disclosure or use. Crystal Decisions and/or its suppliers reserve all rights not expressly granted to you. Crystal Decisions' suppliers are the intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein. Any data, content or information accessed through the Software is the property of the applicable data/content/information owner and may be protected by applicable copyright law. This License Agreement gives you no rights to such data, content or information

#### **5. COPYRIGHT**

The Software is copyrighted by Crystal Decisions and/or its suppliers and is protected by United States copyright and patent laws and international treaty provisions. You may not copy the Software except: (a) to provide a backup copy; or (b) to install the Software components licensed by you, as set forth in Sections 3, on to computers as part of executing the Software. Solely with respect to the documentation included with the Software, you may make a reasonable number of copies (either in hardcopy or electronic form), provided that such copies shall be used only by licensed end users in conjunction with their use of the Software and are not republished or distributed to any third party. You must reproduce and include all copyright notices, trademarks or other proprietary legends of Crystal Decisions and its suppliers on any copy of the Software or documentation made by you. Any and all other copies of the Software and/or the documentation made by you are in violation of this License Agreement.

#### **6. OTHER RESTRICTIONS**

Except as expressly permitted by this License Agreement, you hereby acknowledge and agree that (a) you will not use the Software on a timesharing basis or to operate a service bureau facility for the benefit of third-parties unless you first acquire an Application Service Provider License from Crystal Decisions; (b) you will not modify or translate the Software except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software; (c) you will not in any way reverse engineer, disassemble or decompile the Software or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; (d) you will not transmit, or provide Access to, the Software over a network except as expressly described in the associated documentation; (e) you will provide access to the Software only as allowed in this Agreement; (f) you will not sublicense, assign, rent, sell, lease, distribute or otherwise transfer the Software or any of the rights granted by this License Agreement, unless you obtain a separate license from Crystal Decisions for such purposes; (g) you will not use, distribute or integrate the Software with

any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as Crystal Decisions product offerings; (h) you will not use the Software to develop a product that is generally competitive with Crystal Decisions' product offerings; (i) you will not use the Software or Runtime Software to develop a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Crystal Decisions; (j) you will not alter, disassemble, decompile, translate, adapt, or reverse-engineer the report file (.RPT) format; and (k) you will not use unauthorized keycodes to access additional Software functionality or performance.

## **7. LIMITED WARRANTY AND REMEDY.**

- a) Crystal hereby warrants to you that: (i) for a period of ninety (90) days from delivery of the Software, the Software will substantially conform to the functional description set forth in its associated documentation; and (ii) for a period of ninety (90) days from delivery the physical media (e.g., diskettes or CD-ROM) and physical documentation containing the Software will be free from defects in materials and workmanship. Any implied warranties on the Software and media are limited to ninety (90) days from delivery, to the extent such warranties cannot be disclaimed under Section 7(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. Crystal does not warrant that use of the Software will be uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software shall not restart or otherwise affect the warranty period for previously delivered copies.
- b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at Crystal's option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by Crystal only if you give Crystal written notice of any breach of the above-stated limited warranty, not later than ninety (90) days following your receipt of the Software.
- c) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, CRYSTAL AND ITS SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE AND ANY SERVICES FURNISHED IN CONNECTION WITH THIS LICENSE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS: (I) OF MERCHANTABILITY; (II) OF SATISFACTORY OR MERCHANTABILITY QUALITY; (III) OF FITNESS FOR A PARTICULAR PURPOSE; (IV) OF NONINFRINGEMENT; OR (V) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

## **8. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CRYSTAL OR ITS OFFICERS, EMPLOYEES, DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE FOR: (I) COSTS OF SUBSTITUTE GOODS OR SERVICES; (II) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, WHETHER IN AN ACTION OF CONTRACT OR TORT, EVEN IF CRYSTAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (III) ANY CLAIM AGAINST YOU BY ANY THIRD PARTY; AND (IV) ANY DAMAGES, LOSSES OR INJURIES TO YOU, OR THOSE CLAIMING THROUGH YOU, IN EXCESS OF THE FEES PAID BY YOU FOR THE SOFTWARE OR SERVICES DIRECTLY CAUSING THE LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **9. AUDIT**

During the term of this Agreement and for three (3) years after termination or expiration, you will maintain complete records regarding your use and distribution of the Software. Upon reasonable notice to you, Crystal Decisions may audit, at Crystal Decisions' expense, your books and records to determine your compliance hereunder. In the event any such audit reveals that you have underpaid Crystal Decisions by an amount greater than five percent (5%) of the amounts due Crystal Decisions in the period being audited, or

that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as Crystal Decisions may have, you shall pay or reimburse to Crystal Decisions the cost of the audit.

## **10. TERMINATION**

This License Agreement is effective until terminated. You may terminate this License Agreement at any time by providing Crystal Decisions with written notice, provided that you have complied with the return and/or destruction policy set forth below. This License Agreement may be terminated by Crystal Decisions if you fail to comply with any of the terms and conditions set forth in this License Agreement and do not remedy such failure within thirty (30) days after receiving notice thereof. Upon any termination of this License Agreement, you agree to: (i) immediately cease all use of the Software, including the use and distribution of any Custom Applications incorporating the Software; and (ii) notify all third parties using the Software through you to comply with the foregoing. Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 shall survive any termination of this License Agreement.

## **11. GENERAL**

Except as otherwise preempted by United States federal law, this License Agreement is governed by the laws of the State of California, United States, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. If any provision of this License Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this License Agreement. This License Agreement constitutes the entire agreement between you and Crystal Decisions, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this License Agreement. This License Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this License Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this License Agreement. The product name for the Software is a trademark or registered trademark of Crystal Decisions. Should you have questions concerning this License Agreement, please contact your local Crystal Decisions sales office or authorized reseller, or write to: Crystal Decisions Legal Department, 895 Emerson St., Palo Alto, California 94301.

## **12. U.S. GOVERNMENT RESTRICTED RIGHTS**

The Software is a "commercial item," as that term is defined at 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) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. Manufacturer is Crystal Decisions Information Management Group Holdings, Inc., 895 Emerson St., Palo Alto, CA 94301.

You must affix the following legend to each copy of the Software:

"Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. Contact: Crystal Decisions, Inc., Attn: Legal Department, 895 Emerson St., Palo Alto, CA 94301."

## **13. EXPORT CONTROLS**

You acknowledge that the Software is of U.S. origin. 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 U.S. and other governments.

## **14. ORDER TERMS**

Purchase orders conforming to Crystal Decisions purchase order requirements may be accepted from qualified companies. All pre-printed terms of any purchase order shall have no effect. Payment terms are net-30 days from date of invoice. FOB Crystal Decisions facility. Crystal Decisions specifically disclaims price guarantees of any kind. You are

responsible for payment of all applicable sales, use, consumption, VAT, GST, and other taxes and all applicable export and import fees, custom duties and similar charges, excluding taxes based on Crystal Decisions net income.

Please indicate below whether you accept, or do not accept, the terms and conditions of this software license agreement.

## **CSortedListCtrl Class License**

This link shows what submitters of code agree to when posting onto the [www.codeguru.com](http://www.codeguru.com) site:

<http://www.codeguru.com/submission-guidelines.php#permission>

## **CSystemTray Class License**

This link shows what submitters of code agree to when posting onto the [www.codeguru.com](http://www.codeguru.com) site:

<http://www.codeguru.com/submission-guidelines.php#permission>

## **Executable Files Needed for Packaging Applications for Microsoft ActiveSync License**

ActiveSync is part of the SmartDevice SDK (.NET Compact Framework SDK)

### **MICROSOFT .NET COMPACT FRAMEWORK V 1.0**

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 running validly licensed copies of applications that require the software to operate.

## **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

- 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](http://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.

## **Html Agility Pack 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.

## **IconPro License**

Platform SDK 1995

John Hornick  
Microsoft Corporation  
Created: September 29, 1995

For the Platform SDK - Included as a license.txt or license.htm file with the SDK installation

## **madCodeHook License**

Bought Unlimited Use License.

### **SOFTWARE LICENSE AGREEMENT**

You should carefully read the following terms and conditions before using this software. Unless you have a different license agreement signed by Mathias Rauen, your use of this software indicates your acceptance of this license agreement and warranty.

### **FREEWARE PRODUCT(S)**

The package "madBasic" may be used freely for both non-commercial and commercial use, without buying a license, provided that:

- (1) The author Mathias Rauen is given proper credit for his work.
- (2) The licensee does not claim that the library was written by him.
- (3) If the software is modified, any software containing modifications must prominently state in the modified product or documentation
  - (a) that it has been modified,
  - (b) the identity of the person or entity that made the modifications and
  - (c) the date the modifications were made.
- (4) "madBasic" must not be transferred to any third party unless such third party receives a copy of this agreement and agrees to be bound by all of its terms and conditions.

#### **UNLICENSED COMMERCIALWARE PRODUCT(S)**

The packages "madDisAsm", "madExcept", "madRemote", "madKernel", "madCodeHook", "madSecurity" and "madShell" may be used freely for non-commercial purpose, without buying a license, provided that:

- (1) The author is given proper credit for his work.
- (2) The licensee does not claim that the software was written by him.
- (3) The licensee does not use any of the mentioned commercialware packages in commercial software (including shareware).
- (4) The mentioned packages must not be transferred to any third party unless such third party receives a copy of this agreement and agrees to be bound by all of its terms and conditions.

Commercial use of any of the mentioned commercialware packages is not allowed without buying a commercial license before.

#### **LICENSED COMMERCIALWARE PRODUCT(S)**

Each bought commercial license of a commercialware package grants the licensee a non-exclusive right to use the licensed package on one development computer, for any legal purpose, at a time.

The licensed software must not be rented or leased, but may be permanently transferred, if the person receiving it agrees to the terms of this license. If the software is an update, the transfer must include the update and all previous versions.

#### **GPL ICONS USED IN MADEXCEPT**

The madExcept settings dialog uses some icons taken from the Nuvola icon theme created by David Vignoni ([www.icon-king.com](http://www.icon-king.com)). These icons are released under the LGPL license (see [www.gnu.org](http://www.gnu.org)).

#### **SPECIAL LICENSE ICONS USED IN MADEXCEPT**

When using madExcept, some icons are (optionally) linked into your executable file and used/shown at runtime. Some of these icons are again taken from the Nuvola icon theme created by David Vignoni. madExcept includes a special license for these Nuvola icons. madExcept users automatically have a license to use these Nuvola icons without needing to

follow the LGPL, as long as they are using the icons only in combination with madExcept. If madExcept users want to use any Nuvola icons outside of the madExcept dialogs, they need to follow the LGPL license again. The Nuvola icons licensed for madExcept are:

- mail\_generic
- button\_ok
- button\_cancel
- redo
- xmag
- file\_save
- file\_print
- messagebox\_critical
- clanbomber

## **RESTRICTIONS**

The licensee must not use any of the mentioned freeware and commercialware packages in any other product that directly or indirectly competes with the author's packages. Specifically, the licensee must not include the mentioned packages as part of any code library, as source code or in compiled form. The licensee must not provide any means by which his users could create, modify, or incorporate any part of the mentioned packages into their own products. The file "madCHook.dll" may however be distributed together with the licensee's products.

## **DISCLAIMER**

The author's products and the accompanying files and documentation are distributed/sold "as is" and without warranties as to performance or merchantability or any other warranties whether expressed or implied. The licensee assumes the entire risk as to the use of the author's products. The author does not assume liability for the use of this product beyond the original purchase price (if applicable). In no event will the author be liable for additional direct or indirect damages including any lost profits, lost savings, or other incidental or consequential damages arising from any defects, or the use or inability to use this product, even if the author has been advised of the possibility of such damages.

## **TITLE**

Title, ownership rights, and intellectual property rights in and to the software shall remain in the author. The software is protected by the copyright laws of Germany and international copyright treaties.

## **CONTENT**

Title, ownership rights, and intellectual property rights in and to the content accessed through the software is the property of the applicable content owner and may be protected by applicable copyright or other law. This license gives you no rights to such content.

## **TERMINATION**

This agreement shall automatically terminate upon failure by you to comply with its terms, in which case you shall immediately discontinue the use of the software and shall within ten (10) days destroy all copies of the software. You may also terminate this agreement at any time by destroying the software and all copies thereof.

Copyright (C) 1999 - 2003 Mathias Rauen, [www.madshi.net](http://www.madshi.net), All Rights Reserved

## Markdown

Version 1.0.1

Copyright (c) 2004, John Gruber

<http://daringfireball.net/>

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 "Markdown" 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.

## MFC License

Free with our Visual Studio license.

## Microsoft .NET Framework 4.8 License

### **MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS**

### **MICROSOFT .NET FRAMEWORK 4.8 FOR MICROSOFT WINDOWS OPERATING SYSTEM**

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

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

**By using this supplement, you accept these terms. If you do not accept them, do not use this supplement.**

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

#### **1. SUPPORT SERVICES FOR SUPPLEMENT**

Microsoft provides support services for this software as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx)  
<<http://www.support.microsoft.com/common/international.aspx>>.

#### **2. MICROSOFT .NET BENCHMARK TESTING**

The software includes the .NET Framework, Windows Communication Foundation, Windows Presentation Foundation, and Windows Workflow Foundation components of the Windows operating systems (.NET Components). You may conduct internal benchmark testing of the .NET Components. You may disclose the results of any benchmark test of the .NET Components, provided that you comply with the conditions set forth at <<http://go.microsoft.com/fwlink/?LinkId=66406&clcid=0x409>>.

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&clcid=0x409>>.

## **Microsoft Platform Software Development Kit License**

Microsoft – Included as a license.txt or license.htm file with the SDK installation.

#### **MICROSOFT SOFTWARE LICENSE TERMS**

#### **MICROSOFT PLATFORM SOFTWARE DEVELOPMENT KIT FOR MICROSOFT WINDOWS SERVER 2003 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 this 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. USE RIGHTS**

- a. Use. You may install the software on any number of devices to design, develop and test your programs that run on a Microsoft Windows operating system.

- b. Other Microsoft Programs. The software contains other Microsoft programs. The license terms with those programs apply to your use of them.
- c. Distributable Code. The software contains code that you are permitted to copy and 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." You may:
    - REDIST.TXT Files. Copy and distribute the object code form of code listed in REDIST.TXT files;
    - Sample Code. Modify, copy and distribute the source and object code form of code marked as "sample" except for files identified as MFCs, ATLs and CRTs (see below);
    - MFCs, ATLs and CRTs. 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; and
    - Third Party Distribution. 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;
    - only invoke the software via interfaces described in the software documentation;
    - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your application;
    - 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;
    - for Distributable Code from the Windows Media Services SDK portions of the software, include in your program's Help-About box (or in another obvious place if there is no box) the following copyright notice: "Portions utilize Microsoft Windows Media Technologies. Copyright (c) 1999-2005 Microsoft Corporation. All Rights Reserved"; 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.

## 2. TRANSFER.

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.

### **3. BACKUP COPY**

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

### **4. DOCUMENTATION.**

You 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](http://www.microsoft.com/exporting).

### **6. SUPPORT SERVICES**

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

### **7. 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, or
- use the software for commercial software hosting services.

### **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.

## 10. DISCLAIMER OF WARRANTY

### 11. 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.

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 garantie ou condition expresse. Vous pouvez disposer de droits de consommateur additionnels que vous conférent vos lois locales, que la présente licence ne peut modifier. Dans la mesure permise par vos lois locales, les garanties implicites de qualité marchande, d'adaptation 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 :

- toute matière reliée au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet d'une tierce partie ou dans des programmes d'une tierce partie, 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 connaît 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 conférent les lois de votre pays si celles-ci ne le permettent pas.

## Microsoft Report Viewer License

Free with our Visual Studio license.

### End-User License Agreement

#### MICROSOFT SOFTWARE LICENSE TERMS

#### MICROSOFT REPORT VIEWER REDISTRIBUTABLE 2005

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.** You are permitted to distribute the software 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."

- Distributable Code. You may copy and distribute the object code form of the software.
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the 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 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; 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](http://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 SOFTWARE LICENSE TERMS**

### **MICROSOFT REPORTVIEWER 2010**

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.** You are permitted to distribute the software in programs you develop if you comply with the terms below.

i. **Right to Use and Distribute.** The software is "Distributable Code."

- Distributable Code. You may copy and distribute the object code form of the software.
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the 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 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; 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. 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.

### **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](http://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 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.

## **13. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES**

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

This limitation applies to

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

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

## **Microsoft SQL Server 2005 License**

- MICROSOFT SOFTWARE LICENSE TERMS
- MICROSOFT SQL SERVER 2005 EXPRESS EDITION
- MICROSOFT SQL SERVER 2005 EXPRESS EDITION WITH ADVANCED SERVICES
- MICROSOFT SQL SERVER 2005 EXPRESS TOOLKIT
- MICROSOFT SQL SERVER 2005 MANAGEMENT STUDIO EXPRESS

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

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

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

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

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

## INSTALLATION AND USE RIGHTS

**Installation and Use.** You may install and use any number of copies of the software on your devices.

**Included Microsoft Programs.** The software contains other Microsoft programs. These license terms apply to your use of those programs.

## ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

**Distributable Code.** You are permitted to distribute the software in programs you develop if you comply with the terms below.

I. **Right to Use and Distribute.** The software is "Distributable Code."

- **Distributable Code.** You may copy and distribute the object code form of the software. You may not modify the software, and your programs must include a complete copy of the software, including set-up.
- **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;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs; and
- if the software is Microsoft SQL Server 2005 Management Studio Express or Microsoft SQL Server 2005 Express Toolkit, distribute it with either:
  - Microsoft SQL Server 2005 Express Edition or
  - Microsoft SQL Server 2005 Express Edition with Advanced Services.

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.

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

**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; or
- rent, lease or lend the software.

**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.

**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](http://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:**

- **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.
- **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 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.

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

This limitation applies to

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

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

## Microsoft SQL Server 2008 SQL Management Objects License

Free to redistribute.

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.** The software is "Distributable Code" that you are permitted to distribute in programs you develop if you comply with the terms below.

i. **Right to Use and Distribute**

- Distributable Code. You may copy and distribute the object code form of the Distributable Code. You may not modify the Distributable Code and your programs must include a complete copy of the Distributable Code, including set-up.

- 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 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; 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. **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.

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](http://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 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.
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 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 SQL Server System CLR Types for SQL Server 2008 License

Free to redistribute.

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.** The software is "Distributable Code" that you are permitted to distribute in programs you develop if you comply with the terms below.

##### **i. Right to Use and Distribute.**

- Distributable Code. You may copy and distribute the object code form of the Distributable Code. You may not modify the Distributable Code and your programs must include a complete copy of the Distributable Code, including set-up.
- 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 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; 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. 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.

## **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](http://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 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.

## **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 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's Merge Modules License

Handled under the Microsoft Visual Studio 6 license. (List of files available with Microsoft Visual Studio 6 for redistribution under the Visual Studio 6 license.)

## Microsoft's Resource File Linker License

Covered by MVSN "Open Tools Agreement" with Microsoft.

See the **BuildTools.txt** file:

<http://schmoss.acresso.com/eng/as/General/BuildTools.txt>

## Microsoft Visual Studio 6 License

### END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

**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 product(s) accompanying this EULA, which include(s) computer software and may include "online" or electronic documentation, associated media, and printed materials ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT or any UPDATES (as defined below), you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, copy, or otherwise use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund. In addition, by installing, copying, or otherwise using any updates or other components of the SOFTWARE PRODUCT that you receive separately as part of the SOFTWARE PRODUCT ("UPDATES"), you agree to be bound by any additional license terms that accompany such UPDATES. If you do not agree to the additional license terms that accompany such UPDATES, you may not install, copy, or otherwise use such UPDATES.

### SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold. NOTE: The terms of a printed, paper EULA which may accompany the SOFTWARE PRODUCT supersede the terms of any on-screen EULA found within the SOFTWARE PRODUCT.

#### 1. LICENSE TO USE SOFTWARE PRODUCT.

- 1.1 **General License Grant.** Microsoft grants to you as an individual, a personal, nonexclusive license to make and use copies of the SOFTWARE PRODUCT for the sole purposes of designing, developing, and testing your software product(s) that are designed to operate in conjunction with any Microsoft operating system product. You may install copies of the SOFTWARE PRODUCT on an unlimited number of computers provided that you are the only individual using the SOFTWARE PRODUCT. If you are an entity, Microsoft grants you the right to designate one individual within your organization to have the sole right to use the SOFTWARE PRODUCT in the manner provided above.
- 1.2 **Documentation.** This EULA grants you, as an individual, a personal, nonexclusive license to make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond the user's premises and with the following exception: you may use documentation identified in the MSDN Library portion of the SOFTWARE PRODUCT as the file format specification for Microsoft Word, Microsoft Excel, Microsoft Access, and/or Microsoft PowerPoint ("File Format Documentation") solely in connection with your development of software product(s) that operate in conjunction with Windows or Windows NT that are not general purpose word processing, spreadsheet, or database management software products or an integrated work or product suite whose components include one or more general purpose word processing, spreadsheet, or database management software products. Note: A product that includes limited word processing, spreadsheet, or database components along with other components that provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.
- 1.3 **Storage/Network Use.** You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on computers used by a licensed end user in accordance with Section 1.1. A single license for the SOFTWARE PRODUCT may not be shared or used concurrently by other end users.
- 1.4 **Visual Studio-Effect of EULA.** This Section 1.4 also applies if the SOFTWARE PRODUCT is Microsoft Visual Studio, a suite of development tools and other software programs (each such tool or software program, a "Component"). Components that you receive as part of the SOFTWARE PRODUCT may include a separate end-user license agreement (each, a "Component EULA"). Except as provided in Section 7, in the event of inconsistencies between this EULA and any Component EULA, the terms of this EULA shall control.

1.5 **Microsoft Internet Explorer.** You may make and use copies of the Microsoft Internet Explorer for use on all computers for which you have a validly licensed copy of Microsoft operating system products.

## 2. MICROSOFT BACKOFFICE SERVER DEVELOPER EDITION COMPONENTS.

The SOFTWARE PRODUCT may include certain of Microsoft BackOffice Server (collectively, the "BackOffice Components").

2.1 **Installation and Grant of License.** The BackOffice Components consist of software programs that provide services on a computer called a server ("Server Software; the computer running the Server Software shall be referred to as the "Server") and software programs that allow a computer or workstation to access or utilize the services provided by the Server Software ("Client Software"). You may make, use and install the Server Software and the Client Software on an unlimited number of computers solely in accordance with Section 1. The media on which the Server Software resides may contain several versions of the Server Software, each of which is compatible with a different microprocessor architecture (such as the x86 architecture or various RISC architectures). You may install the Server Software for use with only one of those architectures at any given time. The Server Software may not be used as the software on the server that supports your development of software product(s) (e.g., as a repository for source code). The components of the Server Software may only be used on one and the same Server. A maximum of ten (10) simultaneous connections may be made to access the services of the Server. (Note: See exception to this limitation for Microsoft SQL Server described below in Section 2.2.3).

## 2.2 ADDITIONAL RIGHTS AND RESTRICTIONS.

- 2.2.1 **Microsoft SNA Server.** The 3270 and 5250 terminal emulation applets and the ODBC/DRDA driver provided with SNA Server are licensed for use only by one user per licensed SNA Server.
- 2.2.2 **Microsoft Exchange Server.** Microsoft Exchange Server includes Microsoft Schedule+ ("Schedule+"), Forms Designers ("Forms Designers"), and Sample Applications ("Sample Applications"). Schedule+, the Forms Designers, and Sample Applications may only be installed and used in conjunction with the Microsoft Client Software. Microsoft Exchange Server also includes Source Extractor software, for migrating data from other electronic mail software; Administrator software; and Microsoft Mail Connector software. The Source Extractor, Administrator, and Microsoft Mail Connector programs contain components that may be installed on additional machines. Microsoft grants to you the additional right to modify the source code version of the Source Extractor programs. Such programs may only be used to migrate data to Microsoft Exchange Server.
- 2.2.3 **Microsoft SQL Server.** Notwithstanding Section 1.1, solely with respect to the Microsoft SQL Server portion of the BackOffice Components, the following additional rights apply: (a) a maximum of five users may access and use the Server Software for the sole purposes of designing, developing, and testing your software product(s) that are designed to operate in conjunction with Microsoft SQL Server; and (b) an unlimited number of simultaneous connections may be made to access the services of the Microsoft SQL Server Server Software.

## 3. REDISTRIBUTABLE CODE-ADDITIONAL LICENSE RIGHTS.

In addition to the rights granted in Section 1, certain portions of the SOFTWARE PRODUCT, as described in this Section 3, are provided to you with additional license rights provided that you comply with the terms of Section 4.1.

- 3.1 **Sample Code.** Microsoft grants you the right to use and modify the source code version of those portions of the SOFTWARE PRODUCT identified as "Samples" in REDIST.TXT or elsewhere in the SOFTWARE PRODUCT ("Sample Code") for the sole purposes of designing, developing, and testing your software product(s), and to reproduce and distribute the Sample Code, along with any modifications thereof, only in object code form.
- 3.2 **Redistributable Code-Standard.** Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of any portion of the SOFTWARE PRODUCT listed in REDIST.TXT ("Redistributable Code"). NOTE: certain Redistributable Code may be subject to the restrictions in Section 3.3 if it is also identified as "Limited Use Redistributable Code."

3.3 **Redistributable Code-Limited Use.** Provided that you ALSO comply with the terms of Section 4.1.3, Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of those portions of the SOFTWARE PRODUCT listed in REDIST.TXT as Limited Use Redistributable Code ("Limited Use Redistributable Code").

3.4 **Redistributable Code-Microsoft Exchange**-Note Regarding the Use of the Sample Applications and Outlook Web Access Software.

3.4.1 **Sample Applications.** Provided that you comply with the terms of Section 4.1.1, Microsoft grants you the nonexclusive, royalty-free right to use and modify the source code version of the Sample Applications and to reproduce and distribute the object code versions of such modifications in conjunction with your application that utilizes the services of Microsoft Exchange Server.

3.4.2 **Outlook Web Access Software ("OWA Software").** Microsoft grants you the nonexclusive, royalty-free right to use, customize, reproduce and distribute the OWA Software, provided that (a) you comply with the terms of Section 4.1.1; and (b) you include an end-user license agreement with the OWA Software that grants a limited license to use the OWA Software and otherwise protects Microsoft's and its suppliers' intellectual property rights in the OWA Software.

3.5 **Redistributable Code-Microsoft SQL Server**-Note Regarding the Use of Run-Time Software. Provided that you comply with the terms of Section 4.1.1, Microsoft grants you the nonexclusive, royalty-free right to reproduce and distribute those DB-Library, Net-Library, and ODBC files required for run-time execution of compiled applications ("SQL Run-Time Files") in conjunction with and as a part of your application software product that is created using the Microsoft SQL Server Software ("SQL Application"), provided that if your SQL Application contains ODBC Run-Time Files: (a) your SQL Application must operate in conjunction with Microsoft SQL Server; and (b) you agree to distribute all ODBC components specified in the Readme file in conjunction with your SQL Application.

3.6 **Redistributable Code-Site Server Software Development Kits ("Site Server SDK Software").** Microsoft grants you the nonexclusive, royalty-free right to install and use copies of the Site Server SDK Software on one or more computers located at your premises solely for the purpose of designing, developing, and testing your applications that work in conjunction with Microsoft Site Server. You may modify the Site Server Sample Code to design, develop, and test your applications. For the purposes of this Section 3.6, "Site Server Sample Code" shall mean the sample source, HTML, and Active Server Pages (ASP) code located in Site Server "SDK" and "samples" directories. Portions of Site Server are designated as "Redistributable Code." The text files named REDIST.TXT and LICENSE.TXT located in the Site Server portion of the SOFTWARE PRODUCT, describe the distribution rights associated with each file of the Site Server Redistributable Code.

3.7 **Redistributable Code-SNA Server Development Software.** Microsoft grants you the following nonexclusive, royalty-free right to install and use copies of the OLE DB Data Provider for VSAM and AS/400 ("OLE DB Provider") and/or the COM Transaction Integrator for CICS and IMS ("COM Transaction Integrator") on one or more computers located at your premises solely for the purpose of designing, developing, and testing your applications that work in conjunction with Microsoft SNA Server. Portions of the SNA Server portion of the SOFTWARE PRODUCT are also designated as "Redistributable Code." The text file named REDIS.TXT in the SNA Server portion of the SOFTWARE PRODUCT contains a list of such files, as well as the distribution rights associated with the SNA Server Redistributable Code.

3.8 **Redistributable Code-Visual C++ and Visual Studio:** Microsoft Foundation Classes (MFC), Template Libraries (ATL), and C runtimes (CRTs). If this EULA accompanies Visual C++ or Visual Studio, then in addition to the rights granted in Section 1, Microsoft grants you the right to use and modify the source code version of those portions of the SOFTWARE PRODUCT that are identified as MFC, ATL, or CRTs (collectively, the "VC Redistributables"), for the sole purposes of designing, developing, and testing your software product(s). Provided you comply with Section 4.1 and you rename any files created by you that are included in the Licensed Product (defined below), Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code version of the VC Redistributables, including any modifications you make. For purposes of this section, "modifications" shall mean enhancements to the functionality of the VC Redistributables.

#### 4. DISTRIBUTION REQUIREMENTS; LICENSE RESTRICTIONS.

4.1 **General.** The SOFTWARE PRODUCT may contain up to three categories of redistributable code, any redistribution of which by you requires compliance with the following terms.

4.1.1. **Redistributable Code-Standard.** If you are authorized and choose to redistribute Sample Code, Redistributable Code, Limited Use Redistributable Code, Sample Applications, and/or SQL Run-Time Files (collectively, the "Redistributables") as described in Section 3, you agree to: (a) distribute the Redistributables in object code only in conjunction with and as a part of a software application product developed by you using the product accompanying this EULA that adds significant and primary functionality to the SOFTWARE PRODUCT ("Licensed Product"); (b) not use Microsoft's name, logo, or trademarks to market the Licensed Product; (c) include a valid copyright notice on the Licensed Product; (d) indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Licensed Product; (e) include "Copyright <year> Microsoft Systems Journal" in all Microsoft Systems Journal (MSJ) code used within your program(s); (f) otherwise comply with the terms of this EULA; and (g) agree that Microsoft reserves all rights not expressly granted. You also agree not to permit further distribution of the Redistributables by your end users except: (1) you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with, and as part of, the Licensed Product and you and your distributors comply with all other terms of this EULA; and (2) in the manner described in Section 4.1.2.

4.1.2 **Redistributable Code-Extended Use. Visual Basic, Visual C++, Visual J++, and Visual Studio.** If this EULA accompanies any of the Microsoft products listed in the heading of this subsection, you may permit your end users to reproduce and distribute the object code form of certain portions of the SOFTWARE PRODUCT (as listed in REDIST.TXT as "Extended Use Redistributable Code") only in conjunction with and part of a Licensed Product and/or Web page that adds significant and primary functionality to the Extended Use Redistributable Code. (NOTE: The foregoing license grant does not apply to files designated as Dbgrid.ocx and Graph32.ocx). You are authorized to exercise the foregoing rights provided that:

- (a) you comply with Section 4.1.1, and
- (b) your end user agrees to: (i) distribute the Extended Use Redistributable Code in object code only in conjunction with and as a part of a software application product developed by them that adds significant and primary functionality to the Extended Use Redistributable Code; (ii) not use Microsoft's name, logo, or trademarks to market the End-User Application; (iii) include a valid copyright notice on the End-User Application; (iv) indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the End-User Application; and (v) not permit further distribution of the Extended Use Redistributable Code by the user of the End-User Application.

4.1.3 **Redistributable Code-Limited Use.** If you are authorized and choose to redistribute Limited Use Redistributable Code, in addition to the terms of Section 4.1.1, you must also comply with the following (as applicable to the corresponding portions of the SOFTWARE PRODUCT identified in REDIST.TXT as Limited Use Redistributable Code).

- 4.1.3.1 **"Jet" Files.** If you redistribute the "Jet Files" (as identified in the SOFTWARE PRODUCT ) you agree to comply with the following additional requirements: (a) your Licensed Product shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless your Licensed Product requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use any of the Jet Files for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.
- 4.1.3.2 **Microsoft Data Access Components.** If you redistribute the Microsoft Data Access Component file identified as MDAC\_TYP.EXE, you also agree to redistribute such file in object code only in conjunction with and as a part of a Licensed Product developed by you with a Microsoft development tool product that adds significant and primary functionality to MDAC\_TYP.EXE.

## 5. MICROSOFT WINDOWS NT OPTION PACK COMPONENTS

Notwithstanding anything to the contrary contained in this EULA, solely for those portions of the SOFTWARE PRODUCT identified as the Microsoft Windows NT Option Pack Components, the following provisions apply. Note that your use of the Microsoft Windows NT Option Pack Components is (a) subject to your prior acquisition of a validly licensed copy of certain Microsoft operating system or server products; and (b) all capitalized terms in this Section 5 refer to those terms as defined in the end user license agreement for the Windows NT Option Pack Component referenced in the respective paragraphs of this Section (all such terms are noted in brackets):

5.1 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS NT SERVER 4.0, MICROSOFT WINDOWS NT SERVER ENTERPRISE EDITION 4.0 OR MICROSOFT BACKOFFICE 2.5, THE FOLLOWING TERMS APPLY TO YOU:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS NT SERVER 4.0, MICROSOFT WINDOWS NT SERVER ENTERPRISE EDITION 4.0, OR MICROSOFT BACKOFFICE 2.5, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE WINDOWS NT SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SECTION 5.1, THE "WINDOWS NT SOFTWARE COMPONENTS" SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT MESSAGE QUEUE SERVER, MICROSOFT TRANSACTION SERVER, MICROSOFT INTERNET INFORMATION SERVER AND THE INTERNET CONNECTION SERVICES FOR MICROSOFT REMOTE ACCESS SERVICE. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS NT SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY OR OTHERWISE USE ANY OF THE OTHER WINDOWS NT OPTION PACK COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.

5.1.1 **General.** The Windows NT Software Components contain server software and client software which are deemed part of the [Server Software] and [Client Software], respectively, of Microsoft Windows NT Server 4.0 (either as a standalone product or as a component of Microsoft BackOffice) or Microsoft Windows NT Server, Enterprise Edition 4.0, as applicable. If you have a valid license for Microsoft Windows NT Server 4.0, Microsoft Windows NT Server Enterprise Edition 4.0 or Microsoft BackOffice 2.5 (each referred to individually as a ["SOFTWARE PRODUCT"]), you are authorized to use the Windows NT Software Components under the terms and conditions of the EULA applicable to such product, except as set forth herein.

5.1.2 For Microsoft Windows NT Server-Client Access. In addition to the [Client Access] requirements currently set forth in the applicable EULA, you need a separate [Client Access License] for Windows NT Server in order to access or otherwise utilize the following Windows NT Server basic network/application services or [Server Software] components: Microsoft Message Queue Server (sending or receiving messages from

Microsoft Message Queue Server), Microsoft Transaction Server (invoking component-based applications managed by Microsoft Transaction Server), and Remote Access Service (accessing the server from a remote location through a communications link). Note: Remote Access Service includes the use of Internet Connection Services, including Internet Authentication Services (validation or transference of a remote access request) or Connection Point Services (remotely configuring the Microsoft Connection Manager Client with new phone numbers or other data). Performance or Benchmark Testing. You may not disclose the results of any benchmark test of either the [Server Software] or [Client Software] for Microsoft Message Queue Server, Microsoft Transaction Server or Microsoft Internet Information Server to any third party without Microsoft's prior written approval. Installation on a Single [Server]. The [Server Software] components that make up the applicable [SOFTWARE PRODUCT] may only be installed together for use on one [Server] and may not be separated, unless otherwise provided herein. Note on Microsoft Site Server Express. You may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.

5.1.3 **For Microsoft Internet Information Server-Use.** Notwithstanding anything to the contrary contained in the applicable EULA, you do not need a separate [Client Access License] to access or otherwise utilize the services of Microsoft Internet Information Server, except to the extent that a [Server] or [Server Software] component which requires a [Client Access License] is accessed or utilized by Microsoft Internet Information Server.

5.1.4 **Additional Rights and Restrictions.** You also have the right to make additional copies of the Windows NT Software Components equal to the number of validly licensed copies of each [SOFTWARE PRODUCT] which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows NT Server 4.0, Microsoft Windows NT Server Enterprise Edition 4.0 or Microsoft BackOffice 2.5, you have no rights under the foregoing section.

5.2 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS NT WORKSTATION 4.0, THE FOLLOWING TERMS APPLY TO YOU:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS NT WORKSTATION 4.0, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE WINDOWS NT WORKSTATION SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SECTION 5.2, THE "WINDOWS NT WORKSTATION SOFTWARE COMPONENTS" SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT TRANSACTION SERVER AND MICROSOFT PERSONAL WEB SERVER. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS NT WORKSTATION SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY OR USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.

- 5.2.1 **General.** The Windows NT Workstation Software Components are deemed part of Microsoft Windows NT Workstation 4.0 (the ["SOFTWARE PRODUCT"]), and are therefore subject to the terms and conditions of its EULA, except as otherwise provided herein. Use Limitation. At any point in time, only a maximum of two (2) computers [instead of ten (10)] are permitted to use the services of the Microsoft Transaction Server component. The two (2) computer maximum includes any indirect uses made through software or hardware which pools or aggregates uses. Performance or Benchmark Testing. You may not disclose the results of any benchmark test of either of the Windows NT Workstation Software Components to any third party without Microsoft's prior written approval.
- 5.2.2 **Additional Rights and Restrictions.** You also have the right to make additional copies of the Windows NT Workstation Software Components equal to the number of validly licensed copies of Microsoft Windows NT Workstation 4.0 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows NT Workstation 4.0, you have no rights under the foregoing section.

#### 5.3 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT BACKOFFICE SMALL BUSINESS SERVER 4.0, THE FOLLOWING TERMS APPLY TO YOU:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT BACKOFFICE SMALL BUSINESS SERVER 4.0, YOU ARE NOT AUTHORIZED TO INSTALL, COPY, OR OTHERWISE USE THE WINDOWS NT SOFTWARE COMPONENTS (AS DEFINED PREVIOUSLY IN SECTION 5.1). EVEN IF YOU HAVE THE RIGHT TO USE THE WINDOWS NT SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY, OR OTHERWISE USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.

- 5.3.1 **General.** The Windows NT Software Components contain server software and client software which is deemed part of the [Server Software] and [Client Software], respectively, of Microsoft BackOffice Small Business Server 4.0, and is therefore subject to the terms and conditions of its EULA, except as otherwise provided herein. Note on Microsoft Site Server Express. You may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.
- 5.3.2 **Additional Rights and Restrictions.** You also have the right to make additional copies of the Windows NT Software Components equal to the number of validly licensed copies of Microsoft BackOffice Small Business Server 4.0 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft BackOffice Small Business Server 4.0, you have no rights under the foregoing section.

#### 5.4 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS 95, THE FOLLOWING TERMS APPLY TO YOU:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS 95, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE WINDOWS 95 SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SECTION 5.4, THE "WINDOWS 95 SOFTWARE COMPONENTS" SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT PERSONAL WEB SERVER AND MICROSOFT TRANSACTION SERVER FOR WINDOWS 95. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS 95 SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY OR USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.

- 5.4.1 **General.** The Windows 95 Software Components are deemed part of Microsoft Windows 95 (the ["SOFTWARE PRODUCT"]), and are therefore subject to the terms and conditions of its EULA, except as otherwise provided herein.

5.4.2 **Use Limitation.** At any point in time, a maximum of ten (10) computers are permitted to use the services of the Microsoft Personal Web Server component. The ten (10) computer maximum includes any indirect uses made through software or hardware which pools or aggregates uses. The Microsoft Transaction Server for Windows 95 component may not be used as a network server; that is, no computers or workstations may access or utilize any network services of that component. Performance or Benchmark Testing. You may not disclose the results of any benchmark test of either of the Windows 95 Software Components to any third party without Microsoft's prior written approval.

5.4.3 **Additional Rights and Restrictions.** You also have the right to make additional copies of the Windows 95 Software Components equal to the number of validly licensed copies of Microsoft Windows 95 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows 95, you have no rights under the foregoing section.

## 6. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

6.1 **Not For Resale Software.** If the SOFTWARE PRODUCT is labeled "Not For Resale" or "NFR," then you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.

6.2 **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

6.3 **Rental.** You may not rent, lease or lend the SOFTWARE PRODUCT.

6.4 **Trademarks.** This EULA does not grant you any rights in connection with any trademarks or service marks of Microsoft.

6.5 **Support Services.** Microsoft may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Microsoft policies and programs described in the user manual, in "online" documentation and/or other Microsoft-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT 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.

6.6 **Software Transfer.** The initial user of the SOFTWARE PRODUCT may make a one-time permanent transfer of this EULA and SOFTWARE PRODUCT only directly to an end user. This transfer must include all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE PRODUCT.

6.7 **Separation of Components.** The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use by more than one user.

6.8 **Production Use.** The BackOffice Components of SOFTWARE PRODUCT may only be used for development purposes and may not be used in a production environment.

6.9 **Version Limitation.** The Server Software portion of the BackOffice Components contains a certain version number (such as version "3.5"). This License permits you to install: (1) one copy of the Server Software, (2) with the same (or a lower) version number as the Server Software version number listed above, (3) on a single computer (for example, if the version number listed above is "3.5," you may install Server Software that contains a "3.5" or "2.0" version number, but not a "3.6" version number).

6.10 **Performance or Benchmark Testing.** You may not disclose the results of any benchmark test of either the Server Software or Client Software for Microsoft SQL Server, Microsoft Exchange Server, Microsoft Transaction Server, Microsoft Message Queue Server, Microsoft Site Server, Microsoft Site Server, Microsoft Proxy Server, or Microsoft Internet Information Server to any third party without Microsoft's prior written approval.

**6.11 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 PRODUCT and all of its component parts.

## **7. PRERELEASE CODE**

Portions of the SOFTWARE PRODUCT may be identified as prerelease code ("Prerelease Code"). Such Prerelease Code is not at the level of performance and compatibility of the final, generally available product offering. The Prerelease Code 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 Prerelease Code commercially available. The grant of license to use Prerelease Code expires upon availability of a commercial release of the Prerelease Code from Microsoft. NOTE: In the event that Prerelease Code contains a separate end-user license agreement, the terms and conditions of such end-user license agreement shall govern your use of the corresponding Prerelease Code.

## **8. UPGRADES**

If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Microsoft as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

## **9. COPYRIGHT**

All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT 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 PRODUCT 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. All rights not expressly granted are reserved by Microsoft.

## **10. U.S. GOVERNMENT RESTRICTED RIGHTS**

The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 58 CFR 52.227-19, as applicable.

Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

## **11. EXPORT RESTRICTIONS**

You agree that you will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the "Restricted Components"), to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any end user who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

## 12. NOTE ON JAVA SUPPORT

THE SOFTWARE PRODUCT CONTAINS 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 COMMUNICATIONS 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.

## MISCELLANEOUS

If you acquired this product in the United States, this EULA is governed by the laws of the State of Washington.

If you acquired this product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

If this product was acquired outside the United States, then local law may apply.

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

## LIMITED WARRANTY

**LIMITED WARRANTY.** Except with respect to the REDISTRIBUTABLES, which are provided "as is," without warranty of any kind, Microsoft warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft, and Microsoft support engineers will make commercially reasonable efforts to solve any problem. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

**CUSTOMER REMEDIES.** Microsoft's and its suppliers' entire liability and your exclusive remedy shall be, at Microsoft's option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Microsoft's Limited Warranty and that is returned to Microsoft with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source.

**NO OTHER WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

**LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, MICROSOFT'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S.\$5.00; PROVIDED, HOWEVER, IF YOU HAVE ENTERED INTO A MICROSOFT SUPPORT SERVICES AGREEMENT, MICROSOFT'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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

**GARANTIE LIMITÉE**

**GARANTIE LIMITÉE** - Sauf pour celles du REDISTRIBUTABLES, qui sont fournies "comme telles," sans aucune garantie quelle qu'elle soit, Microsoft garantit que (a) la performance du LOGICIEL sera substantiellement en conformité avec la documentation qui accompagne le LOGICIEL, pour une période de quatre-vingt-dix (90) jours à compter de la date de réception; et (b) tout support technique fourni par Microsoft sera substantiellement en conformité avec toute documentation afférente fournie par Microsoft et que les membres du support technique de Microsoft feront des efforts raisonnables pour résoudre toute difficulté technique découlant de l'utilisation du LOGICIEL. Certaines jurisdictions ne permettent pas de limiter dans le temps l'application de la présente garantie. Aussi, la limite stipulée ci-haut pourrait ne pas s'appliquer dans votre cas. Dans la mesure permise par la loi, toute garantie implicite portant sur le LOGICIEL, le cas échéant, est limitée à une période de quatre-vingt-dix (90) jours.

**RECORDS DU CLIENT** - La seule obligation de Microsoft et de ses fournisseurs et votre recours exclusif seront, au choix de Microsoft, soit (a) le remboursement du prix payé, si applicable, ou (b) la réparation ou le remplacement du LOGICIEL qui n'est pas conforme à la Garantie Limitée de Microsoft et qui est retourné à Microsoft avec une copie de votre reçu. Cette Garantie Limitée est nulle si le défaut du LOGICIEL est causé par un accident, un traitement abusif ou une mauvaise application. Tout LOGICIEL de remplacement sera garanti pour le reste de la période de garantie initiale ou pour trente (30) jours, selon la plus longue de ces périodes. A l'extérieur des Etats-Unis, aucun de ces recours non plus que le support technique offert par Microsoft ne sont disponibles sans une preuve d'achat provenant d'une source autorisée.

**AUCUNE AUTRE GARANTIE** - DANS LA MESURE PREVUE PAR LA LOI, MICROSOFT ET SES FOURNISSEURS EXCLUENT TOUTE AUTRE GARANTIE OU CONDITION, EXPRESSE OU IMPLICITE, Y COMPRIS MAIS NE SE LIMITANT PAS AUX GARANTIES OU CONDITIONS IMPLICITES DU CARACTÈRE ADEQUAT POUR LA COMMERCIALISATION OU UN USAGE PARTICULIER EN CE QUI CONCERNE LE LOGICIEL OU CONCERNANT LE TITRE, L'ABSENCE DE CONTREFAÇON DUDIT LOGICIEL, ET TOUTE DOCUMENTATION ÉCRITE QUI L'ACCOMPAGNE, AINSI QUE POUR TOUTE DISPOSITION CONCERNANT LE SUPPORT TECHNIQUE OU LA FAÇON DONT CELUI-CI A ÉTÉ RENDU. CETTE GARANTIE LIMITÉE VOUS ACCORDE DES DROITS JURIDIQUES SPÉCIFIQUES.

**PAS DE RESPONSABILITÉ POUR LES DOMMAGES INDIRECTS** - MICROSOFT OU SES FOURNISSEURS NE SERONT PAS RESPONSABLES, EN AUCUNE CIRCONSTANCE, POUR TOUT DOMMAGE SPÉCIAL, INCIDENT, INDIRECT, OU CONSÉQUENT QUEL QU'IL SOIT (Y COMPRIS, SANS LIMITATION, LES DOMMAGES ENTRAÎNÉS PAR LA PERTE DE BÉNÉFICES, L'INTERRUPTION DES ACTIVITÉS, LA PERTE D'INFORMATION OU TOUTE AUTRE Perte PECUNIAIRE) DECOULANT DE OU RELIÉ A LA LICENCE D'ACCÈS DU CLIENT ET CE, MEME SI MICROSOFT A ÉTÉ AVISEE DE LA POSSIBILITÉ DE TELS DOMMAGES. LA RESPONSABILITÉ DE MICROSOFT EN VERTU DE TOUTE DISPOSITION DE CETTE CONVENTION NE POURRA EN AUCUN TEMPS EXCÉDER LE PLUS ELEVÉ ENTRE I) LE MONTANT EFFECTIVEMENT PAYÉ PAR VOUS POUR LA LICENCE D'ACCÈS DU CLIENT OU II) U.S.\$5.00. ADVENANT QUE VOUS AYEZ CONTRACTÉ PAR ENTENTE DISTINCTE AVEC MICROSOFT POUR UN SUPPORT TECHNIQUE ETENDU, VOUS SEREZ LIÉ PAR LES TERMES D'UNE TELLE ENTENTE.

La présente Convention est régie par les lois en vigueur dans la province d'Ontario, Canada. Chacune des parties à la présente reconnaît irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler de la présente auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez 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 écrire à: Microsoft Sales Information Center,

One Microsoft Way, Redmond, Washington 98052-6399.

## NanoSoft Corporation's NSViews C++ Library License

All of the source code for the NanoSoft NSViews C++ Library is free of charge in accordance with the license terms found in LICENSE.txt courtesy of NanoSoft Corporation.

### **IMPORTANT - READ CAREFULLY**

By your use of the NSViews C++ Library code you indicate your acceptance of the following NanoSoft License Agreement.

#### **NANOSOFT LICENSE AGREEMENT**

NanoSoft grants you a royalty-free right to use, modify, reproduce, and distribute the NSViews C++ Library code (the "SOFTWARE") provided that you: (a) distribute the SOFTWARE only in conjunction with and as a part of your software product; (b) agree to not remove the copyright notice from any of the C++ header or implementation source files included with the SOFTWARE; (c) agree to indemnify, hold harmless, and defend NanoSoft and its authors from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of your software product; and (d) IF YOU MAKE ANY CHANGES to the NSViews.dll source code, agree to CHANGE THE NAME OF THE DLL to something other than NSViews.dll to avoid potential versioning problems for users who may already be using the NSViews.dll in its original form.

#### **DISCLAIMER OF WARRANTY**

The SOFTWARE is provided "AS IS" WITHOUT WARRANTY OF ANY KIND. NANOSOFT FURTHER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

## NCrawler License

GNU Library General Public License (LGPL)

Version 2.1, February 1999

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

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

### **Preamble**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION**

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

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

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

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

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

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

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

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

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:
  - a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
  - b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.
- 8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.
- 10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.

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

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

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

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

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

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

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

## **NO WARRANTY**

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

## PixieLib License

```
// PixieLib(TM) Copyright 1997-1999 Paul DiLascia
// If this code works, it was written by Paul DiLascia.
// If not, I don't know who wrote it
```

### C++ Class Library for MFC — Copyright 2005 Paul DiLascia

Thank you for your support!

PLEASE READ CAREFULLY!

THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LICENSE AGREEMENT: You may compile PixieLib.NET into applications that you distribute to others provided that you include the following text along with your own Copyright notice in every source file that uses PixieLib: "Portions of this program borrowed from PixieLib.NET, Copyright 2005 Paul DiLascia." You may not remove the Copyright message or credits in the PixieLib source files.

You may NOT distribute the PixieLib.NET source code in whole or part to others. You may NOT include PixieLib source code as part of an open-source project or place it under GPL (General Public License) or public domain! For example, you may NOT publish a CD of "101 Programming Gems" that includes portions of PixieLib as one of the gems. This restriction is inherited from Microsoft.

Portions of PixieLib.NET were first published in Microsoft Systems Journal and MSDN Magazine.

## PowerShell App Deployment Toolkit

<https://github.com/PSAppDeployToolkit/PSAppDeployToolkit/blob/master/LICENSE>

PSAppDeployToolkit is licensed under the GNU Lesser General Public License v3.0

GNU LESSER GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<http://fsf.org/>>  
Everyone is permitted to copy and distribute verbatim copies  
of this license document, but changing it is not allowed.

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

#### 0. Additional Definitions.

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

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

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

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

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

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

1. Exception to Section 3 of the GNU GPL.

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

2. Conveying Modified Versions.

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

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or

- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

### 3. Object Code Incorporating Material from Library Header Files.

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

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

### 4. Combined Works.

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

- a) Give prominent notice with each copy of the Combined Work that

the Library is used in it and that the Library and its use are covered by this License.

b) Accompany the Combined Work with a copy of the GNU GPL and this license document.

c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.

d) Do one of the following:

0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.

1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

## 5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

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

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

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

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

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

The GNU Lesser General Public License incorporates the terms and conditions of the GNU General Public License, supplemented by the additional permissions listed above.

GNU GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<http://fsf.org/>>  
Everyone is permitted to copy and distribute verbatim copies  
of this license document, but changing it is not allowed.

#### Preamble

The GNU General Public License is a free, copyleft license for  
software and other kinds of works.

The licenses for most software and other practical works are designed  
to take away your freedom to share and change the works. By contrast,  
the GNU General Public License is intended to guarantee your freedom to  
share and change all versions of a program--to make sure it remains free  
software for all its users. We, the Free Software Foundation, use the  
GNU General Public License for most of our software; it applies also to  
any other work released this way by its authors. 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  
them 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 prevent others from denying you  
these rights or asking you to surrender the rights. Therefore, you have

certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. 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.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions

of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

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

#### TERMS AND CONDITIONS

##### 0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the

earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

#### 1. Source Code.

The "source code" for a work means the preferred form of the work

for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically

linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

## 2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works

for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

### 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

### 4. Conveying Verbatim Copies.

You may convey 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; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

#### 5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no

permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.

d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

#### 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium

customarily used for software interchange.

b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain

clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods,

procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly

documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

#### 7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions.

Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or

- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms

of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

#### 8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is

reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

#### 9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

#### 10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible

for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

#### 11. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or

hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent

license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others' Freedom.

If 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 convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

#### 14. Revised Versions of this License.

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

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

#### 15. Disclaimer of Warranty.

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.

16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS 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.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a

copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

## Prism 4.1 License

### Microsoft Patterns & Practices License

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) Code

- **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 any contribution for which source code is provided, and distribute its contribution or any permitted derivative works that you create.
- **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 permitted derivative works of the contribution in the software.

##### (B) Documentation

- Documentation is governed by the Creative Commons Attribution License 3.0, a copy of which is attached below, and not by the other terms of this Microsoft patterns & practices license.

### 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.
- (F) Platform Limitation - The licenses granted in section 2(A) extend only to the software or permitted derivative works that you create that run directly on a Microsoft Windows operating system product, Microsoft run-time technology (such as the .NET Framework or Silverlight), or Microsoft application platform (such as Microsoft Office or Microsoft Dynamics).
- (G) Binary Code Files - The software may include certain binary code files for which its source code is not included as part of the software, or that are packaged without the source code in an installable or executable package. As to these binary code files, unless applicable law gives you more rights despite this limitation, you must comply with all technical limitations in those files that only allow you to use it in certain ways. You may not modify, work around any technical limitations in, or reverse engineer, decompile or disassemble these binary code files, except and only to the extent that applicable law expressly permits, despite this limitation.
- (H) Feedback - If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.

### Creative Commons Attribution License 3.0 Unported

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

### 1. Definitions

- a. "Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with one or more other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.
- b. "Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or

adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

- c. "Licensor" means the individual, individuals, entity or entities that offers the Work under the terms of this License.
- d. "Original Author" means the individual, individuals, entity or entities who created the Work.
- e. "Work" means the copyrightable work of authorship offered under the terms of this License.
- f. "You" means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

## **2. Fair Use Rights**

Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

## **3. License Grant**

Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

- a. to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;
- b. to create and reproduce Derivative Works provided that any such Derivative Work, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.;"
- c. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;
- d. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works.
- e. For the avoidance of doubt, where the Work is a musical composition:
  - i. Performance Royalties Under Blanket Licenses. Licensor waives the exclusive right to collect, whether individually or, in the event that Licensor is a member of a performance rights society (e.g. ASCAP, BMI, SESAC), via that society, royalties for the public performance or public digital performance (e.g. webcast) of the Work.
  - ii. Mechanical Rights and Statutory Royalties. Licensor waives the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions).
- f. Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor waives the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions).

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved.

#### **4. Restrictions**

The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

- a. You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of a recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. When You distribute, publicly display, publicly perform, or publicly digitally perform the Work, You may not impose any technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by Section 4(b), as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any credit as required by Section 4(b), as requested.
- b. If You distribute, publicly display, publicly perform, or publicly digitally perform the Work (as defined in Section 1 above) or any Derivative Works (as defined in Section 1 above) or Collective Works (as defined in Section 1 above), You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or parties (e.g. a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and, consistent with Section 3(b) in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4(b) may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear, if a credit for all contributing authors of the Derivative Work or Collective Work appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

#### **5. Representations, Warranties and Disclaimer**

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND ONLY TO THE EXTENT OF ANY RIGHTS HELD IN THE LICENSED WORK BY THE LICENSOR. THE LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MARKETABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

#### **6. Limitation on Liability.**

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. Termination

- a. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Derivative Works (as defined in Section 1 above) or Collective Works (as defined in Section 1 above) from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.
- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

## 8. Miscellaneous

- a. Each time You distribute or publicly digitally perform the Work (as defined in Section 1 above) or a Collective Work (as defined in Section 1 above), the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.
- b. Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.
- c. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- d. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

201011

Last built: May 16, 2012

[http://msdn.microsoft.com/en-us/library/gg405489\(v=pandp.40\)](http://msdn.microsoft.com/en-us/library/gg405489(v=pandp.40))

## RJS PopCalendar License

Free. **License.rtf** included with package and listed below.

<http://www.gotdotnet.com/Community/UserSamples/Details.aspx?SampleGuid=FED8B3BE-67E2-4BFC-BE34-404799B17D77>

## License

Copyright (c) 2005 (ricaj0625@yahoo.com)

Permission is hereby granted, free of charge, to any person obtaining a copy of this software without restriction to use.

However, not including the rights to modify, merge, publish, sublicense, and/or sell copies of the Software.

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

THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL ricaj0625@yahoo.com AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, 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 INFORMATION AVAILABLE FROM THE SERVICES

## Stingray Objective Toolkit Libraries License

Roguewave

<http://www.roguewave.com>

### **Stingray, a division of Rogue Wave Software, Inc.**

9001 Aerial Center, Suite 110

Morrisville, NC 27560

Phone: (800) 924-4223/(919) 461-0672

Fax: (919) 461-9811

<http://www.stingray.com>

## SINGLE USER SOURCE CODE LICENSE AGREEMENT

### **IMPORTANT - READ CAREFULLY!**

The license(s) granted herein are being granted pursuant to a purchase order submitted by you (the "Licensee"), for the purchase of a license to certain Stingray software products to be used by Licensee, and, if applicable, by Licensee's employees, subcontractors or other agents in performing services for Licensee on Licensee's premises (such employees, subcontractors and agents collectively referred to herein as "Employees").

By opening the software package, or exercising your rights to make and use copies of the Software (as may be provided for below), or keeping this package for over 30 days, Licensee agrees to be bound by, and to require each of its Employees to be bound by, the terms of this Stingray, a division of Rogue Wave Software, Inc. ("Stingray") License Agreement (the "Agreement"). If you do not agree to the terms of this Agreement, promptly return this package to Stingray within 30 days for a full refund. If you would like specific rights not granted in this Agreement, please contact Stingray for more information.

## **Stingray License Agreement**

The enclosed software, including, but not limited to, one or more of the following: source code, object code, dynamic link libraries, statically linked libraries, header files, sample programs, utility programs, Makefiles and scripts (collectively, the "Software") and all user documentation related thereto (the "Documentation") is owned by Stingray or its suppliers and is protected by U.S. copyright laws and international treaties. Therefore, you must treat the Software and Documentation like any copyrighted material (e.g., a book or musical recording) except that you may make either (a) one backup copy of the Software solely for backup purposes, or (b) transfer the Software to a hard disk and keep the original copy solely for backup purposes.

Licensee and each individual Employee who views, links to, or in any way utilizes (via electronic media or otherwise) the Software (each a "Software Programmer"), must have his or her own license to use the Software and may only use the Software on a single computer (typically one personal computer) in accordance with the terms and conditions set forth herein.

Each purchase order shall specify whether the license(s) purchased pursuant to this Agreement are Full Developer License(s) or Design Time License(s). The Software Programmer for which a Full Developer License has been purchased (a "Full Developer") shall have the rights set forth in the Full Developer License Grant set forth below. The Software Programmer for which a Design Time License has been purchased (a "Design Time Developer") shall have the rights set forth in the Design Time License Grant set forth below.

### **Full Developer License Grant**

Subject to the terms and conditions set forth herein, the Full Developer shall have the nonexclusive, nontransferable right to:

- a) Incorporate the dynamic link libraries and statically linked libraries of the Software into C++ software application products that the Full Developer develops.
- b) Modify (i.e. modify the source code and rebuild) the dynamic link libraries and statically linked libraries of the Software and incorporate the modified dynamic link libraries and statically linked libraries of the Software into C++ software application products that the Full Developer develops.
- c) Make and distribute copies of the dynamic link libraries and statically linked libraries of the Software as incorporated into C++ software application products that the Full Developer develops in accordance with the terms of this Agreement, provided that the Software, or other Stingray products, do not constitute a major portion of the value of such application products.
- d) Make an unlimited number of copies (either in hardcopy or electronic form) of Documentation delivered by Stingray electronically, provided that such copies shall be used solely for internal purposes and shall not be republished or distributed to any third party.
- e) Use and modify the source code version of those portions of the Software that are identified in the Documentation as the Sample Code ("SAMPLE CODE"), provided that the SAMPLE CODE, or any modified version of the SAMPLE CODE shall not be distributed in source code form.

### **Design Time License Grant**

Subject to the terms and conditions set forth herein, the Design Time Developer shall have the nonexclusive, nontransferable right to:

- a) Compile ActiveX Components solely in design time mode, including, but not limited to the Visual Basic, Access and Visual C++ integrated design environments, as described in the Documentation. As used herein, the term "ActiveX Components" means those ActiveX components developed by the Full Developer to create executable (.ocx) files, in accordance with the Full Developer License Grant set forth above.
- b) Distribute the ActiveX Components solely as incorporated in software application products developed by the Design Time Developer in accordance with the terms of this Agreement; provided that the Software, or other Stingray products, do not constitute a major portion of the value of such application products. The application products developed by the Full Developer and Design Time Developer in accordance with the terms hereof shall collectively be referred to herein as "Application Products."

## **Restrictions**

Notwithstanding any provisions in this agreement to the contrary, no license granted hereunder, whether a Full Developer License, Design Time License or otherwise, shall grant to any Software Programmer the right to:

- a) Distribute in any manner any of the header files, source code, SAMPLE CODE, Makefiles, object modules or independent static libraries of the Software.
- b) Use, copy, modify, merge or compile all or any portion of the source code or object code of the Software except as expressly provided in this agreement.
- c) Make telecommunication transmittals of the Software.
- d) Distribute any portion of the Software or any derivative of any portion of the Software in a software development product or otherwise in competition with Stingray's distribution of the Software.
- e) Decompile, disassemble or reverse engineer any object code form of any portion of the Software.
- f) Expose the interfaces of the Software through any Application Product. (e.g. an OCX, DLL, class library, etc..)
- g) Rent or lease the Software.
- h) Disclose any source codes of the Software to any person or entity.
- i) Port the Software to any computer Operating System other than: Windows 3.1, Windows NT, Windows 95 and Macintosh System 7 without the express written consent of Stingray.
- j) Export the Software or any component thereof to any country in violation of the United States Export Administration Act and regulations thereunder. Neither the Software, the Documentation, nor any underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

The source codes of the Software are valuable assets of Stingray. Licensee hereby agrees to keep all source codes of the Software in strict confidence, and to require each of its Employees to keep all source codes of the Software in strict confidence. Neither Licensee nor any Employee may transfer or assign the Software or its rights under this Agreement.

## **Limited Warranty**

Stingray warrants to Licensee that the unaltered Software will substantially perform the functions described in the documentation for a period of 60 days after the date of delivery of the Software to Licensee. Stingray's sole obligation under this warranty shall be limited to using reasonable efforts to correct material, documented, reproducible defects in the unaltered Software that Licensee describes and documents to Stingray during the 60-day period. In the event that Stingray fails to correct a material, documented, reproducible defect within a reasonable period, Stingray may, in Stingray's discretion, replace the defective Software, or refund to you the amount that you paid Stingray for the defective Software and cancel this Agreement and the licenses granted herein. In such event, Licensee shall promptly return to Stingray all copies of the Software and Documentation in Licensee's possession or control.

## **Disclaimer of Warranties**

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS." EXCEPT AS SPECIFICALLY PROVIDED IN THE PARAGRAPH IMMEDIATELY ABOVE, STINGRAY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

### **Limitation of Liability**

IN NO EVENT SHALL STINGRAY OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER THE CLAIM IS BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE EVEN IF STINGRAY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Term and Termination**

The licenses granted herein are effective until terminated as set forth in this paragraph. This Agreement (including all of the licenses granted herein) will terminate automatically and immediately in the event of any breach of its terms or conditions. In the event of such termination, Licensee shall destroy all copies of the Software and Documentation in its possession or control.

### **High Risk Activities**

The Software is not designed or intended for use in connection with on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. STINGRAY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USE. No Software Programmer shall incorporate the Software, any portion thereof or any modification thereto into any Application Products designed or intended for such purposes, and no Software Programmer shall knowingly use, or transfer to any third party that will use, the Software, any portion thereof or any modification thereto, or any derivative work or Application Products for such purposes.

### **Indemnity**

Licensee shall indemnify, hold harmless and defend Stingray, its parent and subsidiaries, and their respective officers, directors and employees, from and against any damages, liabilities and costs (including reasonable attorneys' fees) incurred in connection with any claims or lawsuits that arise or result from (i) distribution of any Application Products or (ii) the breach by Licensee or any of its Employees of any terms of this Agreement.

### **Technical Support**

Stingray will provide limited technical support to the Full Developer solely by electronic media for a period of 60 days after delivery of the Software.

### **U.S. Government Restricted Rights**

The Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is Stingray, a division of Rogue Wave Software, Inc., 5500 Flatiron Parkway, Boulder, CO 80301.

### **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the state of Colorado without reference to its conflict of laws principles.

## **VMWare ThinApp Libraries License**

Obtained directly from VMWare as part of our partner relationship.

## WebGrid License

### Software License Agreement for Intersoft Solutions Corp.

VERY IMPORTANT -- By installing the WebUI Studio.NET 2007 R1 software (herein the 'SOFTWARE') developed by Intersoft Solutions Corp (hereinafter the 'VENDOR'), you are accepting the following License Agreement.

1. **LICENSE AGREEMENT.** This is a legal agreement between you (either an individual or a single entity) and VENDOR. By installing the SOFTWARE you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, please kindly click the [CANCEL] icon to exit now. The installation process will be immediately terminated.
2. **OWNERSHIP; GRANT OF LICENSE.** This is a license agreement and NOT an agreement for sale. The VENDOR hereby grants to you, and you accept, a non-exclusive, non-transferable license to use, copy and modify the SOFTWARE only as authorized below.
3. **PERMITTED USES.** This LICENSE grants you the following rights:
  - A. The SOFTWARE is licensed per individual developer. You may make copies on more than one computer, as long as the use of the SOFTWARE is by the same developer. If you have purchased a "multi-pack" license, you may use a copy of the SOFTWARE identified in the multi-pack on the number of computers associated with the multi-pack (e.g. a five user multi-pack allows you to use the SOFTWARE on up to five computers concurrently or by five different developers, the ten user multi-pack on up to ten computers concurrently or by ten different developers). The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of that computer. However, installation on a network server for the sole purpose of internal distribution to one or more other computer(s) shall not constitute "use" for which a separate license is required, provided you have a separate license for each computer to which the SOFTWARE is distributed.
  - B. Solely with respect to electronic documents included with the SOFTWARE, you may make a copy (either in hardcopy or electronic form) for each developer for which the Software has been licensed as described in Section III.A, above; provided, that such copies shall be used only by such developer for internal purposes and are not to be republished or distributed to any other third party.
  - C. Runtime and redistributable files. You may deploy your web applications using the SOFTWARE to any number of production server or clients with no additional charges. The SOFTWARE runtime files shouldn't be modified in any ways prior to deploying and all copyright notices should be retain.
  - D. **FOR SUBSCRIPTION LICENSE:** You may obtain latest product updates and new version of the existing products at no additional costs during your active SUBSCRIPTION period. Additionally, you are entitled to receive new products which released during your active SUBSCRIPTION period at no additional charges.
4. **PROHIBITED USES.** You may not, without the prior written permission of the VENDOR:
  - A. Disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of SOFTWARE provided in object code form only.
  - B. Use, copy, modify, or merge copies of the SOFTWARE and any accompanying documents except as permitted in this LICENSE.
  - C. Transfer, rent, lease, or sublicense the SOFTWARE.
  - D. Separate the software programs comprising the SOFTWARE for use by more than one user at a time.

5. **COPYRIGHT.** All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animation, video, audio, music, text and "applets" incorporated into the SOFTWARE) and the accompanying printed materials are owned by the VENDOR or its suppliers. The SOFTWARE is protected by Indonesian copyright laws and international treaty provisions. All rights are reserved worldwide. You must treat the SOFTWARE like any other copyrighted material, except that you may, in addition to the copies permitted in this LICENSE, make one copy of the SOFTWARE solely for backup or archival purposes. No part of the accompanying printed materials may be reproduced, transmitted, transcribed, stored in any retrieval system, or translated into any language by any means without the express prior written permission of the VENDOR.

6. **TERMINATION**

- A. This LICENSE and your right to use the SOFTWARE will terminate immediately without notice from the VENDOR if you fail to comply with the terms and conditions of this LICENSE. Upon termination, you agree to destroy the SOFTWARE, including all accompanying documents and copies. This is in addition to and not in lieu of any criminal, civil or other remedies available to the VENDOR.
- B. The VENDOR has the right to perform temporary or permanent TERMINATION to this LICENSE upon the detection of license violation described in Section III A. The SOFTWARE has implemented Installation Tracker which is used to increment the number of installations during the installation of SOFTWARE. Related to Section III A, the LICENSE will be temporarily or permanently terminated upon the detection of unauthorized transfer or distribution of the LICENSE to either private or public web site, or to ANY medium.
- C. ANY VIOLATION TO THE COPYRIGHT, OR TO THIS LICENSE AGREEMENT, MAY RESULT IN SEVERE CIVIL AND CRIMINAL PENALTIES, AND WILL BE PROSECUTED TO THE MAXIMUM EXTENT POSSIBLE UNDER THE LAW.

7. **LIMITED WARRANTY.**

- A. The VENDOR warrants that the SOFTWARE will perform substantially in accordance with the accompanying printed materials or officially "online" documented materials for a period of thirty (30) days from the date of receipt. The VENDOR does not warranty that the SOFTWARE will be error-free.
- B. Your exclusive remedy under the performance warranty set forth in Section X.A, shall be, at VENDOR's option, either (a) return of the purchase price paid, or (b) repair or replacement of the defective SOFTWARE. SOFTWARE purchased other than directly from the VENDOR shall be returned to the place it was purchased. This limited warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original thirty (30) day period.

## Wix License

### Microsoft Reciprocal License (Ms-RL)

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) **Reciprocal Grants**- For any file you distribute that contains code from the software (in source code or binary format), you must provide recipients the source code to that file along with a copy of this license, which license will govern that file. You may license other files that are entirely your own work and do not contain code from the software under any terms you choose.
- (B) **No Trademark License**- This license does not grant you rights to use any contributors' name, logo, or trademarks.
- (C) 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.
- (D) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.
- (E) 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.
- (F) 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.

## Windows Installer Engine Redistributables License

### Windows Installer Redistributable v3.1

#### END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE MICROSOFT WINDOWS INSTALLER VERSION 3.1

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 ("Microsoft") for the Microsoft software that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software"). An amendment or addendum to this EULA may accompany the Software. YOU AGREE TO BE BOUND BY THE TERMS OF

THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE (IF APPLICABLE) FOR A FULL REFUND.

## 1. GRANT OF LICENSE

Microsoft grants you the following rights provided that you comply with all terms and conditions of this EULA: You may install and use the Software on a single computer solely for the purpose of designing, developing, and testing applications for use with Microsoft Windows 2000 Service Pack 3, Windows 2000 Service Pack 4, Windows XP, Windows XP Service Pack 1, Windows Server 2003 and Windows XP Service Pack 2. You may not use the Software to create files which are not compatible with the Microsoft Windows Installer file format.

1.1 **Documentation.** You may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises.

1.2 **Storage/Network Use.** You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on computers used by a licensed end user in accordance with Section 1.1. A single license for the Software may not be shared or used concurrently by multiple end users.

## 2. ADDITIONAL LICENSE RIGHTS -- REDISTRIBUTABLE CODE.

In addition to the rights granted in Section 1, certain portions of the Software, as described in this Section 2, are provided to you with additional license rights. These additional license rights are conditioned upon your compliance with the distribution requirements and license restrictions described in Section 3.

2.1 **Sample Code.** Microsoft grants you the right to: (a) use and modify the source code version of those portions of the Software identified as "Samples" in REDIST.TXT or elsewhere in the Software ("Sample Code") for the sole purposes of designing, developing, and testing your Software(s), and (b) a limited, nonexclusive, royalty-free right to reproduce and distribute the Sample Code, along with any modifications thereof, in object and/or source code form. For applicable redistribution requirements for Sample Code, see Section 3 below.

2.2 **Redistributable Code.** Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of any portion of the Software listed in REDIST.TXT ("Redistributable Code"). For general redistribution requirements for Redistributable Code, see Section 3, below.

## 3. DISTRIBUTION REQUIREMENTS AND OTHER LICENSE RIGHTS AND LIMITATIONS

If you choose to exercise your rights under Section 2, any redistribution by you is subject to your compliance with Section 3.

### 3.1 General Distribution Requirements

(a) If you choose to redistribute Sample Code, or Redistributable Code (collectively, the "Redistributables") as described in Section 2, you agree: (i) except as otherwise noted in Section 2.1 (Sample Code), to distribute the Redistributables only in object code form and in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Redistributables ("Licensee Software"); (ii) that the Redistributables only operate in conjunction with Microsoft Windows platforms and (iii) the application does not allow the use of the Redistributables for files which are not compatible with the Microsoft Windows Installer; (iv) the library code in the LIB directory may only be redistributed when linked into your application; (v) that if the Licensee Software is distributed beyond Licensee's premises or externally from Licensee's organization, to distribute the Licensee Software containing the Redistributables 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 in this EULA; (vi) not to use Microsoft's name, logo, or trademarks to market the Licensee Software; (vii) to display your own valid copyright notice which shall be sufficient to protect Microsoft's copyright in the Software; (viii) not to remove or obscure any copyright, trademark or patent notices that appear on the Software as delivered to you; (ix) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Licensee Software; (x) to otherwise comply with the terms of this EULA; and (xi) agree that Microsoft reserves all rights not expressly granted.

You also agree not to permit further distribution of the Redistributables by your end users except you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with, and as part of, the Licensee Software, you comply with all other terms of this EULA, and your distributors comply with all restrictions of this EULA that are applicable to you.

(b) If you use the Redistributables, then in addition to your compliance with the applicable distribution requirements described for the Redistributables, the following also applies. Your license rights to the Redistributables are conditioned upon your not (i) creating derivative works of the Redistributables in any manner that would cause the Redistributables in whole or in part to become subject to any of the terms of an Excluded License; or (ii) distributing the Redistributables (or derivative works thereof) in any manner that would cause the Redistributables to become subject to any of the terms of an Excluded License. An "Excluded License" is any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (x) disclosed or distributed in source code form; (y) licensed for the purpose of making derivative works; or (z) redistributable at no charge.

#### **4. RESERVATION OF RIGHTS AND OWNERSHIP**

Microsoft reserves all rights not expressly granted to you in this EULA. The Software 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. The Software is licensed, not sold.

#### **5. 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.

#### **6. NO RENTAL/COMMERCIAL HOSTING**

You may not rent, lease, lend or provide commercial hosting services with the Software.

#### **7. CONSENT TO USE OF DATA**

You agree that Microsoft and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

#### **8. LINKS TO THIRD PARTY SITES**

You may link to third party sites through the use of the Software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for webcasting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.

#### **9. ADDITIONAL SOFTWARE/SERVICES**

This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

#### **10. NOT FOR RESALE SOFTWARE**

Software identified as "Not For Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

## **11. ACADEMIC EDITION SOFTWARE**

To use Software 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.

## **12. EXPORT RESTRICTIONS**

You acknowledge 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 U.S. and other governments. For additional information see <<http://www.microsoft.com/exporting/>>.

## **13. SOFTWARE TRANSFER**

The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user, provided the initial user retains no copies of the Software. This transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, 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 Software must agree to all the EULA terms.

## **14. 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.

## **15. DISCLAIMER OF WARRANTIES**

Microsoft and its suppliers provide the Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE Software.

## **16. 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, PUNITIVE, INDIRECT, 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 OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, 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.

## **17. LIMITATION OF LIABILITY AND REMEDIES**

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE Software UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE Software OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 15, 16 AND 17) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## **18. U.S. GOVERNMENT LICENSE RIGHTS**

All 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. All 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.

## **19. 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 you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.

## **20. ENTIRE AGREEMENT; SEVERABILITY**

This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and Microsoft relating to the Software 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 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. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

## **LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES**

Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'atteint pas son but essentiel, VOUS N'AVEZ DROIT À AUCUNS DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS. Les termes de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages» sont également intégrées à la présente garantie limitée. Certains États ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à un autre. VOTRE RECOURS EXCLUSIF. La seule responsabilité obligation de Microsoft et de ses fournisseurs et votre recours exclusif pour toute violation de la présente garantie limitée ou pour toute autre violation du présent contrat ou pour toute autre responsabilité relative au Logiciel seront, selon le choix de Microsoft exercé de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d'envoi du Logiciel à Microsoft). La présente garantie limitée est nulle si la défectuosité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période initiale de la garantie ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. À l'extérieur des États-Unis ou du Canada, ces recours ou l'un quelconque des services de soutien

technique offerts par Microsoft ne sont pas disponibles sans preuve d'achat d'une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec Microsoft et vous adresser au Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, ou à la filiale de Microsoft de votre pays.

**DÉNI DE GARANTIES.** La garantie limitée qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) créées par une publicité, un document, un emballage ou une autre communication. Sauf en ce qui a trait à la garantie limitée et dans la mesure maximale permise par les lois applicables, le Logiciel et les services de soutien technique (le cas échéant) sont fournis TELS QUELS ET AVEC TOUS LES DÉFAUTS par Microsoft et ses fournisseurs, lesquels par les présentes déniennent toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment, mais sans limitation, (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à une fin particulière, de fiabilité ou de disponibilité, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et d'absence de négligence, le tout à l'égard du Logiciel et de la prestation ou de l'omission de la prestation des services de soutien technique ou à l'égard de la fourniture ou de l'omission de la fourniture de tous autres services, renseignements, logiciels, et contenu qui s'y rapporte grâce au Logiciel ou provenant autrement de l'utilisation du Logiciel . PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUSSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE LOGICIEL.

**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 SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU LOGICIEL OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION OU À L'OMISSION DE LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU À LA FOURNITURE OU À L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTÉ GRÂCE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

**LIMITATION DE RESPONSABILITÉ ET RECOURS.** MALGRÉ LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX OU AUTRES), LA SEULE RESPONSABILITÉ DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION ET VOTRE RECOURS EXCLUSIF À L'ÉGARD DE TOUT CE QUI PRÉCÈDE (SAUF EN CE QUI CONCERNE TOUT RECOURS DE RÉPARATION OU DE REMPLACEMENT CHOISI PAR MICROSOFT À L'ÉGARD DE TOUT MANQUEMENT À LA GARANTIE LIMITÉE) SE LIMITE AU PLUS ÉLEVÉ ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÉELLEMENT PAYÉ POUR LE LOGICIEL OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÉNIS QUI PRÉCÈDENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÊME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

À moins que cela ne soit prohibé par le droit local applicable, la présente Convention est régie par les lois de la province d'Ontario, Canada. Vous consentez à la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, dans la province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez utiliser l'information contenue dans le Logiciel pour contacter la filiale de Microsoft desservant votre pays, ou visitez Microsoft sur le World Wide Web à <http://www.microsoft.com>.

## **Windows Installer Redistributable 2.0**

MICROSOFT INSTALLER SOFTWARE DEVELOPMENT KIT  
END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

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 product identified above, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA; promptly return the unused SOFTWARE PRODUCT to the place from which you obtained it for a full refund; or if you received the SOFTWARE PRODUCT as part of a subscription or other service from Microsoft, you may cancel the subscription and receive a pro rata portion of the subscription price.

## SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

### 1. GRANT OF LICENSE

This EULA grants you the following limited, non-exclusive rights:

- **Software Product.** You may install and use the SOFTWARE PRODUCT on a single computer solely for the purpose of developing applications for use with Microsoft(R) Windows(R) or Windows NT(R) ("Application"). You may not use the SOFTWARE PRODUCT to create files which are not compatible with the Microsoft Windows Installer file format.
- **Microsoft Developer Network Subscriber.** If you acquired the SOFTWARE PRODUCT through a subscription to the Microsoft Developer Network, and you are either an individual developer or an individual designated within a single entity, you are granted the following additional rights with respect to the SOFTWARE PRODUCT: (a) you may make and use copies of the SOFTWARE PRODUCT on up to ten (10) separate computers, provided that you are the only individual using the SOFTWARE PRODUCT on each such computer, and (b) if you are a single entity, you may designate one individual within your organization to have the right to use the SOFTWARE PRODUCT in the manner described herein.
- **Sample Code.** You may modify the sample source code located in the SOFTWARE PRODUCT's "SAMPLES" directory ("Sample Code") to design, develop, and test your Application.
- **Redistributable Code.** Portions of the SOFTWARE PRODUCT in the "REDIST" directory are designated as "Redistributable Code." You may reproduce and distribute the Redistributable Code provided you comply with the Distribution Requirements described below.
- **Distribution Requirements.** You may copy and redistribute the Redistributable Code (collectively "REDISTRIBUTABLE COMPONENTS") as described above, provided that (a) you distribute the REDISTRIBUTABLE COMPONENTS only in conjunction with, and as a part of, your Application; (b) your Application adds significant and primary functionality to the REDISTRIBUTABLE COMPONENTS; (c) the REDISTRIBUTABLE COMPONENTS only operate in conjunction with a valid copy of Microsoft Windows or Windows NT; (d) the Application does not allow the use of the REDISTRIBUTABLE COMPONENTS for files which are not compatible with the Microsoft Windows Installer; (e) the executable code in the REDIST directory may be redistributed unmodified in conjunction with your Application provided that your Application adds significant and primary functionality to the REDISTRIBUTABLE COMPONENTS; (f) the library code in the LIB directory may only be redistributed when linked into your Application; (g) you do not use Microsoft's name, logo, or trademarks to market your Application; (h) you include a valid copyright notice on your Application; and (i) 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 royalties due and other licensing terms for all other uses and/or distribution of the REDISTRIBUTABLE COMPONENTS.

Microsoft reserves all rights not expressly granted to you.

### 2. COPYRIGHT

All rights, title, and copyrights in and to the SOFTWARE PRODUCT (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT) and any copies of the SOFTWARE PRODUCT are owned by Microsoft or its suppliers. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material, except that you may either (a) make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes, or (b) install the SOFTWARE PRODUCT on a single computer, provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

### **3. PRERELEASE 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 versions 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.

### **4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

- **Limitations on Reverse-Engineering.** Decompilation, and Disassembly. You may not reverse- engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **Rental.** You may not rent or lease the SOFTWARE PRODUCT.
- **Software Transfer.** You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity), and the recipient agrees to the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.
- **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 PRODUCT and all of its component parts.

### **5. EXPORT RESTRICTIONS**

You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit (a) the SOFTWARE PRODUCT or related documentation and technical data, or (b) your Application as described in Section 1 of this EULA (or any part thereof), or process, or service that is the direct product of the SOFTWARE PRODUCT to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

### **6. U.S. GOVERNMENT RESTRICTED RIGHTS**

The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

### **MISCELLANEOUS**

If you acquired this product in the United States, this EULA is governed by the laws of the State of Washington.

If you acquired this product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation that may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

If this product was acquired outside the United States, local law may apply.

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 Customer Sales and Service/One Microsoft Way/Redmond, WA 98052-6399.

**NO WARRANTIES.** To the maximum extent permitted by applicable law, Microsoft expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with you.

**LIMITATION OF LIABILITY.** Microsoft's entire liability and your exclusive remedy under this EULA shall not exceed five dollars (US\$5.00).

**NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by applicable law, in no event shall Microsoft or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to use, this Microsoft product, even if Microsoft has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

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

#### **GARANTIE LIMITÉE**

**EXCLUSION DE GARANTIES.** Microsoft renonce entièrement à toute garantie pour le LOGICIEL. Le LOGICIEL et toute autre documentation s'y rapportant sont fournis « comme tels » sans aucune garantie quelle qu'elle soit, expresse ou implicite, y compris, mais ne se limitant pas aux garanties implicites de la qualité marchande ou un usage particulier. Le risque total découlant de l'utilisation ou de la performance du LOGICIEL est entre vos mains.

**RESPONSABILITÉ LIMITÉE.** La seule obligation de Microsoft et votre recours exclusif concernant ce contrat n'excèderont pas cinq dollars (US\$5.00).

**ABSENCE DE RESPONSABILITÉ POUR LES DOMMAGES INDIRECTS.** Microsoft ou ses fournisseurs ne pourront être tenus responsables en aucune circonstance de tout dommage quel qu'il soit (y compris mais non de façon limitative les dommages directs ou indirects causés par la perte de bénéfices commerciaux, l'interruption des affaires, la perte d'information commerciale ou toute autre perte pécuniaire) résultant de l'utilisation ou de l'impossibilité d'utilisation de ce produit, et ce, même si la société Microsoft a été avisée de l'éventualité de tels dommages. Certains états/juridictions ne permettent pas l'exclusion ou la limitation de responsabilité relative aux dommages indirects ou consécutifs, et la limitation ci-dessus peut ne pas s'appliquer à votre égard.

La présente Convention est régie par les lois de la province d'Ontario, Canada. Chacune des parties à la Convention reconnaît irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler de la Convention auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez 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 écrire à: Microsoft Customer Sales and Service, One Microsoft Way, Redmond, Washington 98052-6399.

## WPF Application Framework (WAF) License

### Microsoft Public License (Ms-PL)

<http://waf.codeplex.com/license>

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.

## DevExpress License

DEVELOPER EXPRESS INC  
ASPxEditors(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
ASPxGauges(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
ASPxGridView(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
ASPxHtmlEditor(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
ASPxperience(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
ASPxPivotGrid(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
ASPxScheduler(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
ASPxSpellChecker(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
ASPxTreeList(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
CodeRush Xpress(tm) SUITE SOFTWARE COMPONENT PRODUCT (Free)  
CodeRush(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
DXCore(tm) SUITE SOFTWARE COMPONENT PRODUCT (Free)  
DXperience(tm) Silverlight Edition SOFTWARE COMPONENT PRODUCT (Trial)  
DXperience(tm) WPF Edition SOFTWARE COMPONENT PRODUCT (Trial)  
eXpress Persistent Objects(tm) SOFTWARE COMPONENT PRODUCT (Trial)  
eXpressApp Framework(tm) (Trial)  
MVC Extensions(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
Refactor! (tm) for ASP.NET SUITE SOFTWARE COMPONENT PRODUCT (Free)  
Refactor! (tm) for C++ SUITE SOFTWARE COMPONENT PRODUCT (Free)  
Refactor! (tm) Pro SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraBars(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraCharts(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraEditors(tm) LIBRARY SOFTWARE COMPONENT PRODUCT (Trial)  
XtraGauges(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraGrid(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraLayout(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraNavBar(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraPivotGrid(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraPrinting(tm) LIBRARY SOFTWARE COMPONENT PRODUCT (Trial)  
XtraReports(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraRichEdit(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraScheduler(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraSpellChecker(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)  
XtraTreeList(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)

XtraVerticalGrid(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)

XtraWizard(tm) SUITE SOFTWARE COMPONENT PRODUCT (Trial)

Copyright (C) 2000-2011 Developer Express Inc.

## END-USER LICENSE AGREEMENT

FOR ALL SOFTWARE COMPONENT PRODUCT(S)

IMPORTANT- READ CAREFULLY: This DEVELOPER EXPRESS INC ("DEVEXPRESS") End-User License Agreement ("EULA") is a legal agreement between you, a developer of software applications, ("Developer End User") and DEVEXPRESS for all DEVEXPRESS products, controls, source code, demos, intermediate files, media, printed materials, and "online" or electronic documentation ("SOFTWARE COMPONENT PRODUCT(S)") contained in this installation file.

DEVEXPRESS grants to you as an individual, a personal, nonexclusive license to install and use the SOFTWARE COMPONENT PRODUCT(S) for the sole purposes of designing, developing, testing, and deploying application programs which you create. By installing, copying, or otherwise using the SOFTWARE COMPONENT PRODUCT(S), you agree to be bound by the terms of this EULA. If you do not agree to any part of the terms of this EULA, DO NOT INSTALL, USE, EVALUATE, OR REPLICATE IN ANY MANNER, ANY PART, FILE OR PORTION OF THE SOFTWARE COMPONENT PRODUCT(S).

All SOFTWARE COMPONENT PRODUCT(S) is licensed, not sold. If you are an individual, you must acquire an individual license for the SOFTWARE COMPONENT PRODUCT(S) from DEVEXPRESS or its authorized resellers. If you are an entity, you must acquire an individual license for each Developer End User within your organization from DEVEXPRESS or its authorized resellers.

If the SOFTWARE COMPONENT PRODUCT(S) you have obtained is marked as a "TRIAL" or "EVALUATION," you may install one copy of the SOFTWARE COMPONENT PRODUCT(S) for testing purposes for a period of 30 calendar days from the date of installation ("Evaluation Period"). Upon expiration of the Evaluation Period, the SOFTWARE COMPONENT PRODUCT(S) must be uninstalled and all copies destroyed.

**RIGOROUS ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS.** If the licensed right of use for this SOFTWARE COMPONENT PRODUCT(S) is purchased by you with any intent to reverse engineer, decompile, create derivative works, and the exploitation or unauthorized transfer of, any DEVEXPRESS intellectual property and trade secrets, to include any exposed methods or source code where provided, no licensed right of use shall exist, and any PRODUCT(s) created as a result shall be judged illegal by definition of all applicable law. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local, federal and international law.

### 1. GRANT OF LICENSE.

This EULA, if legally executed as defined herein, licenses and so grants the single individual Developer End User the following rights:

SOFTWARE COMPONENT PRODUCT(S) - Developer End User may install and use the SOFTWARE COMPONENT PRODUCT(S) on a single computer. Developer End User may also install and use the SOFTWARE COMPONENT PRODUCT(S) on a portable computer.

### 2. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.

You may not reverse engineer, decompile, create derivative works, translate, or disassemble the SOFTWARE COMPONENT PRODUCT(S), and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You agree to take all reasonable, legal and appropriate measures to prohibit the illegal dissemination of the SOFTWARE COMPONENT PRODUCT(S) or any of its constituent parts and redistributables to the fullest extent of all applicable local, US Codes and International Laws and Treaties regarding anti-circumvention, including but not limited to, the Geneva and Berne World Intellectual Property Organization (WIPO) Diplomatic Conferences.

### **3. SEPARATION OF COMPONENTS.**

The SOFTWARE COMPONENT PRODUCT(S) is licensed as a single PRODUCT(s). The SOFTWARE COMPONENT PRODUCT(S) and its constituent parts and any provided redistributables may not be reverse engineered, decompiled, disassembled or separated for use on more than one computer, nor placed for distribution, sale, or resale as individual creations by Developer End User. The provision of source code, if included with the SOFTWARE COMPONENT PRODUCT(S), does not constitute transfer of any legal rights to such code, and resale or distribution of all or any portion of all source code and intellectual property will be prosecuted to the fullest extent of all applicable local, federal and international laws. All DEVEXPRESS libraries, source code, redistributables and other files remain DEVEXPRESS's exclusive property. You may not distribute any files, except those that DEVEXPRESS has expressly designated as Redistributable.

### **4. RENTAL.**

You may not rent, lease, or lend the SOFTWARE COMPONENT PRODUCT(S).

### **5. TRANSFER.**

You may NOT permanently or temporarily transfer ANY of your rights under this EULA to any individual or entity without prior written approval from DEVEXPRESS. Regardless of any modifications which you make and regardless of how you might compile, link, and/or package your programs, under no circumstances may the libraries, Redistributables, and/or other files of the SOFTWARE COMPONENT PRODUCT(S) (including any portions thereof) be used for developing programs by anyone other than you. Only you as the licensed Developer End User have the right to use the libraries, redistributables, or other files of the SOFTWARE COMPONENT PRODUCT(S) (or any portions thereof) for developing programs created with the SOFTWARE COMPONENT PRODUCT(S). In particular, you may not share copies of the Redistributables with other co-developers. You may not reproduce or distribute any DEVEXPRESS documentation without DEVEXPRESS's explicit permission.

### **6. ROYALTY FREE REDISTRIBUTION.**

DEVEXPRESS PRODUCT(s) may include certain files ("Redistributable(s)") intended for distribution by you to the users of software applications which you create. Redistributables include, for example, those files identified in printed or on-line documentation as redistributable files, or those files preselected for deployment by an install utility provided with the SOFTWARE COMPONENT PRODUCT(S) (if any). In all circumstances, the Redistributables for the SOFTWARE COMPONENT PRODUCT(S) are only those files specifically designated as such by DEVEXPRESS.

Subject to all of the terms and conditions in this EULA, you may reproduce and distribute copies of the Redistributables, provided that such copies are made from the original copy of the Redistributables included with the SOFTWARE COMPONENT PRODUCT(S) or modified versions of the Redistributables which are provided to you by DEVEXPRESS or those which you create. Copies of Redistributables may only be distributed with and for the sole purpose of executing application programs permitted under this EULA that you have created using the SOFTWARE COMPONENT PRODUCT(S).

**REDISTRIBUTABLES.** The following file(s) are considered redistributables under this EULA:

DBUpdater.v10.1.exe  
DevExpress.AgDataGrid.v10.1.dll  
DevExpress.AgMenu.v10.1.dll  
DevExpress.BonusSkins.v10.1.dll  
DevExpress.Charts.v10.1.Core.dll  
DevExpress.Data.v10.1.Compact.dll  
DevExpress.Data.v10.1.dll

DevExpress.Data.v10.1.Linq.dll  
DevExpress.ExpressApp.AuditTrail.v10.1.dll  
DevExpress.ExpressApp.CloneObject.v10.1.dll  
DevExpress.ExpressApp.ConditionalAppearance.v10.1.dll  
DevExpress.ExpressApp.ConditionalEditorState.v10.1.dll  
DevExpress.ExpressApp.ConditionalEditorState.Web.v10.1.dll  
DevExpress.ExpressApp.ConditionalEditorState.Win.v10.1.dll  
DevExpress.ExpressApp.ConditionalFormatting.v10.1.dll  
DevExpress.ExpressApp.FileAttachment.Web.v10.1.dll  
DevExpress.ExpressApp.FileAttachment.Win.v10.1.dll  
DevExpress.ExpressApp.HtmlPropertyEditor.Web.v10.1.dll  
DevExpress.ExpressApp.HtmlPropertyEditor.Win.v10.1.dll  
DevExpress.ExpressApp.Images.v10.1.dll  
DevExpress.ExpressApp.ModelEditor.v10.1.exe  
DevExpress.ExpressApp.Objects.v10.1.dll  
DevExpress.ExpressApp.PivotChart.v10.1.dll  
DevExpress.ExpressApp.PivotChart.Web.v10.1.dll  
DevExpress.ExpressApp.PivotChart.Win.v10.1.dll  
DevExpress.ExpressApp.Printing.Win.v10.1.dll  
DevExpress.ExpressApp.Reports.v10.1.dll  
DevExpress.ExpressApp.Reports.Web.v10.1.dll  
DevExpress.ExpressApp.Reports.Win.v10.1.dll  
DevExpress.ExpressApp.Scheduler.v10.1.dll  
DevExpress.ExpressApp.Scheduler.Web.v10.1.dll  
DevExpress.ExpressApp.Scheduler.Win.v10.1.dll  
DevExpress.ExpressApp.ScriptRecorder.v10.1.dll  
DevExpress.ExpressApp.ScriptRecorder.Web.v10.1.dll  
DevExpress.ExpressApp.ScriptRecorder.Win.v10.1.dll  
DevExpress.ExpressApp.Security.v10.1.dll  
DevExpress.ExpressApp.TreeListEditors.v10.1.dll  
DevExpress.ExpressApp.TreeListEditors.Web.v10.1.dll  
DevExpress.ExpressApp.TreeListEditors.Win.v10.1.dll  
DevExpress.ExpressApp.Updater.v10.1.exe  
DevExpress.ExpressApp.v10.1.dll  
DevExpress.ExpressApp.Validation.v10.1.dll  
DevExpress.ExpressApp.Validation.Win.v10.1.dll  
DevExpress.ExpressApp.ViewVariantsModule.v10.1.dll

DevExpress.ExpressApp.Web.v10.1.dll  
DevExpress.ExpressApp.Win.v10.1.dll  
DevExpress.Officeskins.v10.1.dll  
DevExpress.Persistent.Base.v10.1.dll  
DevExpress.Persistent.BaseImpl.v10.1.dll  
DevExpress.RichEdit.v10.1.Core.dll  
DevExpress.SharePoint.MOSS.v10.1.dll  
DevExpress.SharePoint.WSS.v10.1.dll  
DevExpress.Utils.v10.1.dll  
DevExpress.Web.ASPxEditors.v10.1.dll  
DevExpress.Web.ASPxGauges.v10.1.dll  
DevExpress.Web.ASPxGridView.v10.1.dll  
DevExpress.Web.ASPxGridView.v10.1.Export.dll  
DevExpress.Web.ASPxHtmlEditor.v10.1.dll  
DevExpress.Web.ASPxPivotGrid.v10.1.dll  
DevExpress.Web.ASPxPivotGrid.v10.1.Export.dll  
DevExpress.Web.ASPxScheduler.v10.1.dll  
DevExpress.Web.ASPxSpellChecker.v10.1.dll  
DevExpress.Web.ASPxThemes.v10.1.dll  
DevExpress.Web.ASPxTreeList.v10.1.dll  
DevExpress.Web.ASPxTreeList.v10.1.Export.dll  
DevExpress.Web.Mvc.v10.1.dll  
DevExpress.Web.v10.1.dll  
DevExpress.Web.v10.1.Linq.dll  
DevExpress.Xpf.Carousel.v10.1.Customization.dll  
DevExpress.Xpf.Carousel.v10.1.dll  
DevExpress.Xpf.Charts.v10.1.dll  
DevExpress.Xpf.Controls.v10.1.dll  
DevExpress.Xpf.Core.v10.1.dll  
DevExpress.Xpf.Docking.v10.1.dll  
DevExpress.Xpf.Grid.v10.1.dll  
DevExpress.Xpf.Layout.v10.1.Core.dll  
DevExpress.Xpf.LayoutControl.v10.1.dll  
DevExpress.Xpf.NavBar.v10.1.dll  
DevExpress.Xpf.PivotGrid.v10.1.dll  
DevExpress.Xpf.Printing.v10.1.dll  
DevExpress.Xpf.Ribbon.v10.1.dll

DevExpress.Xpf.RichEdit.v10.1.dll  
DevExpress.Xpf.RichEdit.v10.1.Extensions.dll  
DevExpress.Xpf.SpellChecker.v10.1.Core.dll  
DevExpress.Xpf.SpellChecker.v10.1.dll  
DevExpress.Xpf.Themes.Default.v10.1.dll  
DevExpress.Xpf.Themes.Office2007Blue.v10.1.dll  
DevExpress.Xpo.v10.1.Compact.dll  
DevExpress.Xpo.v10.1.dll  
DevExpress.Xpo.v10.1.Linq.dll  
DevExpress.Xpo.v10.1.Providers.Compact.dll  
DevExpress.Xpo.v10.1.Providers.dll  
DevExpress.Xpo.v10.1.Web.dll  
DevExpress.XtraBars.v10.1.dll  
DevExpress.XtraCharts.v10.1.dll  
DevExpress.XtraCharts.v10.1.Extensions.dll  
DevExpress.XtraCharts.v10.1.UI.dll  
DevExpress.XtraCharts.v10.1.Web.dll  
DevExpress.XtraEditors.v10.1.dll  
DevExpress.XtraGauges.v10.1.Core.dll  
DevExpress.XtraGauges.v10.1.Presets.dll  
DevExpress.XtraGauges.v10.1.Win.dll  
DevExpress.XtraGrid.v10.1.dll  
DevExpress.XtraLayout.v10.1.dll  
DevExpress.XtraNavBar.v10.1.dll  
DevExpress.XtraPivotGrid.v10.1.Core.dll  
DevExpress.XtraPivotGrid.v10.1.dll  
DevExpress.XtraPrinting.v10.1.dll  
DevExpress.XtraReports.v10.1.dll  
DevExpress.XtraReports.v10.1.Extensions.dll  
DevExpress.XtraReports.v10.1.Service.dll  
DevExpress.XtraReports.v10.1.Web.dll  
DevExpress.XtraRichEdit.v10.1.dll  
DevExpress.XtraRichEdit.v10.1.Extensions.dll  
DevExpress.XtraRichEdit.v10.1.Printing.dll  
DevExpress.XtraScheduler.v10.1.Core.dll  
DevExpress.XtraScheduler.v10.1.dll  
DevExpress.XtraScheduler.v10.1.Extensions.dll

DevExpress.XtraScheduler.v10.1.iCalendarExchange.dll  
DevExpress.XtraScheduler.v10.1.OutlookExchange.dll  
DevExpress.XtraScheduler.v10.1.Reporting.dll  
DevExpress.XtraScheduler.v10.1.Reporting.Extensions.dll  
DevExpress.XtraScheduler.v10.1.VCalendarExchange.dll  
DevExpress.XtraSpellChecker.v10.1.Core.dll  
DevExpress.XtraSpellChecker.v10.1.dll  
DevExpress.XtraTreeList.v10.1.dll  
DevExpress.XtraVerticalGrid.v10.1.dll  
DevExpress.XtraWizard.v10.1.dll

AT NO TIME MAY DEVELOPER END USER CREATE ANY TOOL, REDISTRIBUTABLE, OR SOFTWARE COMPONENT PRODUCT(S) THAT DIRECTLY OR INDIRECTLY COMPETES WITH DEVEXPRESS SOFTWARE COMPONENT PRODUCT(S) WHICH UTILIZES ALL OR ANY PORTION OF THE SOFTWARE COMPONENT PRODUCT(S) contained within this installation.

Distribution by the Developer End User of any design-time tools (EXE's OCX's or DLL's), executables, and source code distributed to Developer End User by DEVEXPRESS as part of this SOFTWARE COMPONENT PRODUCT(S) and not explicitly identified as a redistributable file is strictly prohibited. The Developer End User shall not develop software applications that provide an application programming interface to the SOFTWARE COMPONENT PRODUCT(S) or the SOFTWARE COMPONENT PRODUCT(S) as modified.

The Developer End User may NOT distribute the SOFTWARE COMPONENT PRODUCT(S), in any format, to other users for development or application compilation purposes. Specifically, if Developer End User creates a control using the SOFTWARE COMPONENT PRODUCT(S) as a constituent control, Developer End User may NOT distribute the control created with the SOFTWARE COMPONENT PRODUCT(S) (in any format) to users to be used at design time and or for ANY development purposes.

Developer End User MAY NOT REDISTRIBUTE any SOFTWARE COMPONENT PRODUCT(s) files if using an evaluation, trial, Not for Resale, or demo version of the SOFTWARE COMPONENT PRODUCT(s).

## **7. UPGRADES.**

If the SOFTWARE COMPONENT PRODUCT(S) is labeled as an upgrade, you must be properly licensed to use the SOFTWARE COMPONENT PRODUCT(S) identified by DEVEXPRESS as being eligible for the upgrade in order to use the SOFTWARE COMPONENT PRODUCT(S). A SOFTWARE COMPONENT PRODUCT(S) labeled as an upgrade replaces and/or supplements the SOFTWARE COMPONENT PRODUCT(S) that formed the basis for your eligibility for the upgrade, and together constitutes a single PRODUCT(S). You may use the resulting upgraded PRODUCT(S) only in accordance with all the terms of this EULA.

## **8. COPYRIGHT.**

All title and copyrights in and to the SOFTWARE COMPONENT PRODUCT(S) (including but not limited to any copyrighted images, demos, source code, intermediate files, packages, photographs, redistributables, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE COMPONENT PRODUCT(S) the accompanying printed materials, and any copies of the SOFTWARE COMPONENT PRODUCT(S)) are owned by DEVEXPRESS or its subsidiaries. The SOFTWARE COMPONENT PRODUCT(S) is protected by copyright laws and international treaty provisions and therefore, you must treat the SOFTWARE COMPONENT PRODUCT(S) like any other copyrighted material except that you may install the SOFTWARE COMPONENT PRODUCT(S) as described in this EULA.

## **9. DUAL-MEDIA SOFTWARE COMPONENT PRODUCT(S).**

You may receive the SOFTWARE COMPONENT PRODUCT(S) in more than one medium. Regardless of the medium, you may use only one medium that is appropriate for your single computer. You may not loan, sell, rent, lease, or otherwise transfer in any manner the other medium to another user or entity.

#### **10. U.S. GOVERNMENT RESTRICTED RIGHTS.**

The Licensed Software is Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor-manufacturer is Developer Express Inc. / 801 N. Brand Blvd Suite 850, Glendale CA 91203.

#### **11. EXPORT RESTRICTIONS.**

DEVEXPRESS expressly complies with all export restrictions imposed by the government of the United States of America. You, as Developer End User, must agree not to export or re-export the SOFTWARE COMPONENT PRODUCT(S) within any created application to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, North Korea, Sudan, and Syria. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

#### **12. NOTE ON JAVA SUPPORT.**

Certain SOFTWARE COMPONENT PRODUCT(S) 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 on-line 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.

#### **13. DISCLAIMER OF WARRANTY.**

DEVEXPRESS expressly disclaims any warranty for the SOFTWARE COMPONENT PRODUCT(S). THE SOFTWARE COMPONENT PRODUCT(S) AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. DEVEXPRESS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE COMPONENT PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE COMPONENT PRODUCT(S) REMAINS WITH YOU. No oral or written information or advice given by DEVEXPRESS or its employees shall create a warranty or in any way increase the scope of this warranty.

#### **14. LIMITATIONS ON LIABILITY.**

To the maximum extent permitted by applicable law, in no event shall DEVEXPRESS be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE COMPONENT PRODUCT(S) or the provision of or failure to provide Support Services, even if DEVEXPRESS has been advised of the possibility of such damages.

Developer End User understands that the SOFTWARE COMPONENT PRODUCT(S) may produce inaccurate results because of a failure or fault within the SOFTWARE COMPONENT PRODUCT(S) or failure by Developer End User to properly use and or deploy the SOFTWARE COMPONENT PRODUCT(S). Developer End User assumes full and sole responsibility for any use of the SOFTWARE COMPONENT PRODUCT(S), and bears the entire risk for failures or faults within the SOFTWARE COMPONENT PRODUCT(S). You agree that regardless of the cause of failure or fault or the form of any claim, YOUR SOLE REMEDY AND DEVEXPRESS'S SOLE OBLIGATION SHALL BE GOVERNED BY THIS AGREEMENT AND IN NO EVENT SHALL DEVEXPRESS'S LIABILITY EXCEED THE PRICE PAID TO DEVEXPRESS FOR THE SOFTWARE COMPONENT PRODUCT(S). This Limited

Warranty is void if failure of the SOFTWARE COMPONENT PRODUCT(S) has resulted from accident, abuse, alteration, unauthorized use or misapplication of the SOFTWARE COMPONENT PRODUCT(S).

## **15. INDEMNIFICATION.**

You hereby agree to indemnify DEVEXPRESS and its officers, directors, employees, agents, and representatives from each and every demand, claim, loss, liability, or damage of any kind, including actual attorneys fees, whether in tort or contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to any breach or violation of this Agreement by you or any claims based on the Applications and the SOFTWARE COMPONENT PRODUCT(S) included herein.

## **16. FOR SOFTWARE COMPONENT PRODUCTS THAT EMULATE THE LOOK & FEEL AND CAPABILITIES OF THE MICROSOFT(R) OFFICE(R) 2007 and 2010 UI.**

No rights are provided to Developer End User to the Microsoft(r) Office(r) 2007 and 2010 UI under this DEVEXPRESS License Agreement. To learn more about licensing requirements for the Microsoft(r) Office(r) 2007 and 2010 UI, you must contact Microsoft Corporation directly. Information related to Microsoft's licensing requirements for the Office(r) 2007 and 2010 UI can be found at: <http://msdn.microsoft.com/officeui>.

## **17. SUPPORT SERVICES.**

DEVEXPRESS may provide you with support services related to the SOFTWARE COMPONENT PRODUCT(S) ("Support Services"). Use of Support Services is governed by DEVEXPRESS policies and programs described in the user manual, in "on line" documentation and/or other DEVEXPRESS provided materials. Any supplemental SOFTWARE COMPONENT PRODUCT(S) provided to you as part of the Support Services shall be considered part of the SOFTWARE COMPONENT PRODUCT(S) and subject to the terms and conditions of this EULA. With respect to technical information you provide to DEVEXPRESS as part of the Support Services, DEVEXPRESS may use such information for its business purposes, including for SOFTWARE COMPONENT PRODUCT(s) support and development. DEVEXPRESS will not utilize such technical information in a form that personally identifies you.

## **18. TERMINATION.**

Without prejudice to any other rights or remedies, DEVEXPRESS will terminate this EULA upon your failure to comply with all the terms and conditions of this EULA. In such events, you must destroy all copies of the SOFTWARE COMPONENT PRODUCT(S) and all of its component parts including any related documentation, and must remove ANY and ALL use of such technology immediately from any applications using technology contained in the SOFTWARE COMPONENT PRODUCT(S) developed by you, whether in native, altered or compiled state.

## **19. TAX.**

DEVEXPRESS delivers its software electronically and does not collect sales or use tax for residents of US states in which it operates. You should confirm that your local, state, or federal government does not impose any sales or use tax on electronically delivered software. You are entirely liable for any such sales or use tax.

## **20. MISCELLANEOUS.**

This EULA shall be construed, interpreted and governed by the laws of the State of Nevada, U.S.A. This EULA gives you specific legal rights; you may have others that vary from state to state and from country to country.

This EULA may only be modified in writing signed by you and an authorized officer of DEVELOPER EXPRESS INC. If any provision of this EULA is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in effect.

DEVEXPRESS reserves all rights not specifically granted in this EULA.

ACKNOWLEDGEMENTS. Developer End User acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Should you have any questions concerning this EULA, or if you desire to contact DEVEXPRESS for any reason, please contact us directly in the United States at +1 (818) 844 3383, or write: Developer Express Inc. Legal department / 801 N. Brand Blvd Suite 850, Glendale CA 91203.

## **Configuration Manager 2207 SDK License**

Information to come.

## **Offline Registry Library License**

Information to come.

## **MiniZip License**

MiniZip - Copyright (c) 1998-2010 - by Gilles Vollant - version 1.1 64 bits from Mathias Svensson

### **Introduction**

MiniZip 1.1 is built from MiniZip 1.0 by Gilles Vollant ( <http://www.winimage.com/zLibDll/minizip.html> )

When adding ZIP64 support into minizip it would result into risk of breaking compatibility with minizip 1.0.

All possible work was done for compatibility.

### **Background**

When adding ZIP64 support Mathias Svensson found that Even Rouault have added ZIP64 support for unzip.c into minizip for a open source project called gdal ( <http://www.gdal.org/> )

That was used as a starting point. And after that ZIP64 support was added to zip.c. Some refactoring and code cleanup was also done.

### **Changed from MiniZip 1.0 to MiniZip 1.1**

- Added ZIP64 support for unzip ( by Even Rouault )
- Added ZIP64 support for zip ( by Mathias Svensson )
- Reverted some changes that Even Rouault did.
- Bunch of patches received from Gulle Vollant that he received for MiniZip from various users.
- Added unzip patch for BZIP Compression method (patch create by Daniel Borca)

- Added BZIP Compress method for zip
- Did some refactoring and code cleanup

## Credits

Gilles Vollant	Original MiniZip author
Even Rouault	ZIP64 unzip Support
Daniel Borca	BZip Compression method support in unzip
Mathias Svensson	ZIP64 zip support
Mathias Svensson	BZip Compression method support in zip

## Resources

### ***ZipLayout***

<http://result42.com/projects/ZipFileLayout>

- Command line tool for Windows that shows the layout and information of the headers in a zip archive.
- Used when debugging and validating the creation of zip files using MiniZip64

### ***ZIP App Note***

<http://www.pkware.com/documents/casestudies/APPNOTE.TXT>

- Zip File specification

## Notes.

- To be able to use BZip compression method in zip64.c or unzip64.c the BZIP2 lib is needed and HAVE\_BZIP2 need to be defined.

## License

Condition of use and distribution are the same than zlib :

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

Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
3. This notice may not be removed or altered from any source distribution.

## Android SDK License

<https://developer.android.com/license.html>

### Content License

For the purposes of licensing, the content of this web site is divided into two categories:

- Documentation content, including both static documentation and content extracted from source code modules, as well as sample code, and
- All other site content

The documentation content on this site is made available to you as part of the Android Open Source Project. This documentation, including any code shown in it, is licensed under the Apache 2.0 license, the preferred license for all parts of the of the Android Open Source Project.

Apache 2.0 is a commercial and open-source-friendly software license. The majority of the Android platform and documentation is licensed under the Apache 2.0 license. While the project strives to adhere to the preferred license, there may be exceptions, such as for documentation (code comments) extracted from a source code module that is licensed under GPLv2 or other license. In those cases, the license covering the source code module will apply to the documentation extracted from it.

Third-party components of this site such as JavaScript libraries are included in the Android Open Source Project under the licenses specified by their authors. For information about these licenses, refer to the source files in the Android Open Source Project.

All other content on this site, except the license documents themselves and as otherwise noted, is licensed under the Creative Commons Attribution 2.5 license.

You may use the content of this site in any way that is consistent with the specific license that applies to the content, as described above. For content licensed under Creative Commons Attribution 2.5, we ask that you give proper attribution.

### Terms of Use

We are pleased to license the Android documentation and sample code under terms that encourage you to take, modify, reuse, re-purpose, and remix the content as you see fit. Except as noted in the Restrictions section below, you are free to use the documentation content in your own creations. For example, you could quote the text in a book, cut-and-paste sections to your blog, record it as an audiobook for the visually impaired, or even translate it.

### Restrictions

- While the documentation itself is available to you under the Apache 2.0 license, note that proprietary trademarks and brand features are not included in that license.
- Google's trademarks and other brand features (including the stylized typeface logo) are not included in the license. Please see Brand Guidelines for information about this usage.
- In some cases, a page may include content, such as an image, that is not covered by the license. In that case, we will label the content that is not licensed.
- In addition, content linked from a page on this site is not covered by the license unless specifically noted. For example, pages may link to videos or slide decks that are not covered.
- The use of sample source code provided in the SDK or shown in this documentation is subject to the conditions detailed in the Apache 2.0 license.

### Attribution

Proper attribution is required when you reuse or create modified versions of content that appears on a page made available under the terms of the Creative Commons Attribution license. On this site, the requirement for attribution applies only to the non-documentation content, as described earlier in this document. The complete requirements for attribution can be found in section 4b of the Creative Commons legal code.

In practice we ask that you provide attribution to the Android Open Source project to the best of the ability of the medium in which you are producing the work. There are several typical ways in which this might apply:

#### **Exact Reproductions**

If your online work exactly reproduces text or images from this site, in whole or in part, please include a paragraph at the bottom of your page that reads:

Portions of this page are reproduced from work created and shared by the Android Open Source Project and used according to terms described in the Creative Commons 2.5 Attribution License.

Also, please link back to the original source page so that readers can refer there for more information.

#### **Modified Versions**

If your online work shows modified text or images based on the content from this site, please include a paragraph at the bottom of your page that reads:

Portions of this page are modifications based on work created and shared by the Android Open Source Project and used according to terms described in the Creative Commons 2.5 Attribution License.

Again, please link back to the original source page so that readers can refer there for more information. This is even more important when the content has been modified.

#### **Other Media**

If you produce non-hypertext works, such as books, audio, or video, we ask that you make a best effort to include a spoken or written attribution in the spirit of the messages above.

## **VIX License**

VMWare Vix Agreement should go here, but we are waiting on official agreement. Here is email chain approving our usage of it.

---

From: David Znidarsic  
Sent: Monday, July 14, 2014 11:30 AM  
To: Michael Marino  
Cc: Ravi Mazumdar; Ken Hilker  
Subject: RE: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

Yes. Please put this email thread in your open source disclosure document as a supplement to the actual license.

From: Michael Marino  
Sent: Monday, July 14, 2014 9:24 AM  
To: David Znidarsic  
Cc: Ravi Mazumdar; Ken Hilker  
Subject: FW: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

David,

Is this acknowledgement from VM (and the promise to fix their docs) enough to allow me to ship VixAllProductsDyn.dll on Thursday?

Thanks,  
Michael Marino  
Director, SW Development  
Desk: (847) 466-4539 | (224) 345-1285  
MMarino@flexerasoftware.com  
www.flexerasoftware.com

---

From: Ryan Lawson [mailto:[tapalliance@vmware.com](mailto:tapalliance@vmware.com)]  
Sent: Monday, July 14, 2014 11:09 AM  
To: Michael Marino  
Subject: RE: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

Hi Michael,

Changes to our documentation where you found the oversight are being made. I will notify you when the changes are reflected online.

Thank you  
Ryan Lawson  
TAP Team  
866-524-4966 Dial 1 then Ext. 65791  
[taptech@vmware.com](mailto:taptech@vmware.com)

---

From: Michael Marino [mmarino@flexerasoftware.com]  
Sent: 7/11/2014 11:26 AM  
To: tapalliance@vmware.com  
Subject: RE: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

Will that work if the file we want is not in there? Either way, here are the answers to your questions:

1: How does Flexera Software plan to use the VDDK redistribution?

We use the VIX SDK to control VMWare Workstation, and VSphere virtual machine images. We use the virtual machine images to automate the application repackaging process. For example, we power up a virtual machine, copy a setup of some software to it, then deploy the software. During deployment of the software, we capture the changes made to the machine, and bring them back into AdminStudio, where the details can be used to be a virtual package (such as ThinApp).

2: In what product does Flexera Software] plan to redistribute the VDDK?

AdminStudio 2014

3: Which API calls is Flexera Software using to manage the disks?

Vix\_FreeBuffer  
Vix\_GetProperties  
Vix\_ReleaseHandle  
VixHost\_Connect  
VixHost\_FindItems  
VixJob\_GetNumProperties  
VixJob\_Wait  
VixVM\_CaptureScreenImage  
VixVM\_CopyFileFromGuestToHost  
VixVM\_CopyFileFromHostToGuest  
VixVM\_CreateSnapshot  
VixVM\_LoginInGuest  
VixVM\_PowerOff  
VixVM\_PowerOn  
VixVM\_ReadVariable  
VixVM\_Reset

VixVM\_RevertToSnapshot  
VixVM\_RunProgramInGuest  
VixVM\_Suspend

Thanks,  
Michael Marino  
Director, SW Development  
Desk: (847) 466-4539 | (224) 345-1285  
MMarino@flexerasoftware.com  
www.flexerasoftware.com

---

From: Ryan Lawson [mailto:[tapalliance@vmware.com](mailto:tapalliance@vmware.com)]  
Sent: Friday, July 11, 2014 12:22 PM  
To: Michael Marino  
Subject: FW: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

Hi Mike

Depending on business need, VDDK distribution access can be granted to our elite partners. In order to receive the agreement, please answer the questions below and return to me as soon as possible.

- 1: How does Flexera Software plan to use the VDDK redistribution?
- 2: In what product does Flexera Software] plan to redistribute the VDDK?
- 3: Which API calls is Flexera Software using to manage the disks?

Once these questions have been answered, the VDDK team will review and advise of approval or denial.  
Please let me know if you have any questions or need anything.

Thank you!  
Ryan Lawson - TAP Alliance Team  
[tapalliance@vmware.com](mailto:tapalliance@vmware.com)

---

From: Michael Marino [mmarino@flexerasoftware.com]  
Sent: 7/11/2014 9:52 AM  
To: tapalliance@vmware.com; aaronblack@vmware.com  
Cc: khilker@flexerasoftware.com; mbaissac@flexerasoftware.com; mpolte@flexerasoftware.com; aladsaria@flexerasoftware.com; rmazumdar@flexerasoftware.com  
Subject: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

Ryan,

We had a developer downloaded VDDK SDK for Windows (version 5.5.1), and it does not have VixAllProductsDyn.dll or the other related Vix files. File name was VMware-vix-disklib-5.5.1-1601882.x86\_64.zip (vSphere Virtual Disk Development Kit).

Thanks,

Michael Marino  
Director, SW Development  
Desk: (847) 466-4539 | (224) 345-1285  
MMarino@flexerasoftware.com  
www.flexerasoftware.com

---

From: Ryan Lawson [mailto:tapalliance@vmware.com]  
Sent: Thursday, July 10, 2014 2:58 PM  
To: Michael Marino; aaronblack@vmware.com  
Cc: Mathieu Baissac; Maureen Polte; Ajay Ladsaria; Ravi Mazumdar; Ken Hilker  
Subject: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

Hi Mike,

Is this part of the VDDK?

Thank you  
Ryan Lawson  
TAP Team  
866-524-4966 Dial 1 then Ext. 65791  
taptech@vmware.com

---

From: Michael Marino [mmarino@flexerasoftware.com]  
Sent: 7/9/2014 3:00 PM  
To: tapalliance@vmware.com; aaronblack@vmware.com  
Cc: khilker@flexerasoftware.com; mbaissac@flexerasoftware.com; mpolte@flexerasoftware.com; aladsaria@flexerasoftware.com; rmazumdar@flexerasoftware.com  
Subject: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

Your EULA says this...

#### Redistributable Code and Sample Code

As noted in the End User License Agreement, the VIX API allows you to build and distribute your own applications. To facilitate this, the following files are designated as redistributable for the purpose of that agreement:

1. VixAllProducts.lib, VixAllProducts.lib, and VixAllProductsDyn.lib

We just need to know if VixAllProductsDyn.lib covers VixAllProductsDyn.dll too. Note, libs are not usually shipped, they are usually compiled into the final binary. But for the code in the Lib to work, the DLL needs to be present.

Michael Marino  
Director, SW Development  
Desk: (847) 466-4539 | (224) 345-1285  
MMarino@flexerasoftware.com  
www.flexerasoftware.com

---

From: Ryan Lawson [mailto:tapalliance@vmware.com]  
Sent: Wednesday, July 9, 2014 1:48 PM  
To: Michael Marino; aaronblack@vmware.com  
Cc: Maureen Polte; Ajay Ladsaria; Ravi Mazumdar; Ken Hilker  
Subject: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

Hi Michael,

I emailed Mathieu yesterday with:

Hi Mathieu,

This is not something I have had experience with previously. The file you are looking to redistribute is not one of the following correct? VixAllProducts.lib, VixAllProductsD.lib, and VixAllProductsDyn.lib Meaning you need to get a legal agreement to redistribute. If the file you are looking for has a EULA, that document may mention redistributing as stated here for the other files.

As noted in the End User License Agreement, the VIX API allows you to build and distribute your own applications. To facilitate this, the following files are designated as redistributable for the purpose of that agreement:

Thank you  
Ryan Lawson  
TAP Team  
866-524-4966 Dial 1 then Ext. 65791

---

From: Michael Marino [mmarino@flexerasoftware.com]  
Sent: 7/9/2014 8:42 AM  
To: tapalliance@vmware.com; aaronblack@vmware.com  
Cc: khilker@flexerasoftware.com; mpolte@flexerasoftware.com; aladsaria@flexerasoftware.com; rmazumdar@flexerasoftware.com  
Subject: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

Ben,

Any updates? We are in a bit of a difficult position with this, because we need to make the call if we can ship this DLL in the next day or so. If we do not get clearance to ship it, we will ship AdminStudio 2014 without support for VMWare workstation 10 because we will need to revert to our old code.

If there is anything I can do to help escalate this, please let me know.

Thanks,  
Michael Marino  
Director, SW Development  
Desk: (847) 466-4539 | (224) 345-1285  
MMarino@flexerasoftware.com  
www.flexerasoftware.com

---

From: Michael Marino  
Sent: Monday, July 7, 2014 11:05 AM  
To: 'Benjamin Carver'; aaronblack@vmware.com  
Cc: Maureen Polte; Ravi Mazumdar; Ken Hilker  
Subject: RE: VIX Licensing Question [ ref:\_00D507rin.\_50050Tj5t6:ref ]

Ben,

Any update on this?

Thanks,  
Michael Marino  
Director, SW Development  
Desk: (847) 466-4539 | (224) 345-1285  
MMarino@flexerasoftware.com

Ryan Lawson  
TAP Team  
Tapalliance@vmware.com

## Windows 8.1 SDK WDK Redistributables

Below are separate "REDIST.TXT lists" referenced in the "Distributable Code" section of the Microsoft Software License Terms for the Microsoft Windows Kits indicated below. Only one set applies to you. To determine which list applies to you, scroll to the kit name you have downloaded that contains the Redist files that you are licensed to use.

- 1. Microsoft Windows Driver Kit for Windows 8.1**
- 2. Microsoft Software Development Kit for Windows 8.1**

### 1. Microsoft Windows Driver Kit ("WDK") for Windows 8.1 Redist.txt

This is the "REDIST list" that is referenced in the "Distributable Code" section of the Microsoft Software License Terms for Windows Driver Kit for Windows 8.1 software (the "software"). If you have a validly licensed copy of such software, you may copy and distribute the unmodified object code form of the files listed below, subject to the software's License Terms and to the additional terms or conditions that are indicated below.

#### Binaries

Subject to the license terms for the software, the following .exe & .dll files may be distributed unmodified as part of your program:

```
\Windows Kits\8.1\Redist\DIFx\DIFxApp\MergeModule\x64\DIFxApp.msm
\Windows Kits\8.1\Redist\DIFx\DIFxApp\MergeModule\x86\DIFxApp.msm

\Windows Kits\8.1\Redist\DIFx\DIFxAPI\x64\difxapi.dll
\Windows Kits\8.1\Redist\DIFx\DIFxAPI\x86\difxapi.dll

\Windows Kits\8.1\Redist\DIFx\DIFxApp\WixLib\x64\DIFxApp.dll
\Windows Kits\8.1\Redist\DIFx\DIFxApp\WixLib\x86\DIFxApp.dll
\Windows Kits\8.1\Redist\DIFx\DIFxApp\WixLib\x86\DIFxApp.wixlib
\Windows Kits\8.1\Redist\DIFx\DIFxApp\WixLib\x86\DIFxAppA.dll
\Windows Kits\8.1\Redist\DIFx\DIFxApp\WixLib\x86DIFxApp.wixlib
\Windows Kits\8.1\Redist\DIFx\DIFxApp\WixLib\x86DIFxAppA.dll

\Windows Kits\8.1\Redist\wdf\x64\WdfCoInstaller01007.dll
\Windows Kits\8.1\Redist\wdf\x64\WdfCoInstaller01009.dll
\Windows Kits\8.1\Redist\wdf\x64\WdfCoInstaller01011.dll
\Windows Kits\8.1\Redist\wdf\x64\winusbcoinstaller.dll
\Windows Kits\8.1\Redist\wdf\x64\winusbcoinstaller2.dll
\Windows Kits\8.1\Redist\wdf\x64\WUDFUpdate_01007.dll
\Windows Kits\8.1\Redist\wdf\x64\WUDFUpdate_01009.dll
\Windows Kits\8.1\Redist\wdf\x64\WUDFUpdate_01011.dll
\Windows Kits\8.1\Redist\wdf\x86\redist.txt
\Windows Kits\8.1\Redist\wdf\x86\WdfCoInstaller01007.dll
\Windows Kits\8.1\Redist\wdf\x86\WdfCoInstaller01009.dll
\Windows Kits\8.1\Redist\wdf\x86\WdfCoInstaller01011.dll
\Windows Kits\8.1\Redist\wdf\x86\winusbcoinstaller.dll
\Windows Kits\8.1\Redist\wdf\x86\winusbcoinstaller2.dll
\Windows Kits\8.1\Redist\wdf\x86\WUDFUpdate_01007.dll
\Windows Kits\8.1\Redist\wdf\x86\WUDFUpdate_01009.dll
\Windows Kits\8.1\Redist\wdf\x86\WUDFUpdate_01011.dll

\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\ar-SA\dpinst.exe.mui
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\cs-cz\dpinst.exe.mui
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\da-dk\dpinst.exe.mui
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\de-DE\dpinst.exe.mui
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\el-gr\dpinst.exe.mui
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\es-es\dpinst.exe.mui
```

\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\fi-fi\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\fr-FR\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\he-IL\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\hu-hu\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\it-it\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\ja-jp\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\ko-kr\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\nb-no\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\nl-NL\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\pl-pl\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\pt-br\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\pt-pt\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\ru-RU\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\sv-se\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\tr-tr\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\zh-cn\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\zh-tw\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x64\dpinst.exe

\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\ar-SA\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\cs-cz\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\da-dk\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\de-DE\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\el-gr\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\es-es\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\fi-fi\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\fr-FR\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\he-IL\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\hu-hu\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\it-it\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\ja-jp\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\ko-kr\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\nb-no\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\nl-NL\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\pl-pl\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\pt-br\dpinst.exe.mui  
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\pt-pt\dpinst.exe.mui

```
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\ru-RU\dpinst.exe.mui
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\sv-se\dpinst.exe.mui
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\tr-tr\dpinst.exe.mui
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\zh-cn\dpinst.exe.mui
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\zh-tw\dpinst.exe.mui
\Windows Kits\8.1\Redist\DIFx\dpinst\EngMui\x86\dpinst.exe
```

```
\Windows Kits\8.1\Redist\DIFx\dpinst\MultiLin\x64\dpinst.exe
\Windows Kits\8.1\Redist\DIFx\dpinst\MultiLin\x86\dpinst.exe
```

```
\Windows Kits\8.1\Redist\offreg\x64\offreg.dll
\Windows Kits\8.1\Redist\offreg\x86\offreg.dll
\Windows Kits\8.1\Redist\offreg\arm\offreg.dll
```

## 2. Microsoft Windows Software Development Kit ("SDK") for Windows 8.1 **Redist.txt**

This is the "REDIST list" that is referenced in the "Distributable Code" section of the Microsoft Software License Terms for Windows SDK for Windows 8.1 software (the "software"). If you have a validly licensed copy of such software, you may copy and distribute the unmodified object code form of the files listed below, subject to the software's License Terms and to the additional terms or conditions that are indicated below.

### Static LIB files

Subject to the license terms for the software, the .lib files under the following directories may be distributed unmodified when built as part of your program:

```
Program Files\Windows Kits\8.1\Lib\winv6.3\um\x86
Program Files\Windows Kits\8.1\Lib\winv6.3\um\x64
Program Files\Windows Kits\8.1\Lib\winv6.3\um\arm
```

### Binaries

Subject to the license terms for the software, the following .exe & .dll files may be distributed unmodified as part of your program (note that there are additional restrictions for some of the files below):

```
Program Files\Windows Kits\8.1\Windows Performance Toolkit\KernelTraceControl.dll
Program Files\Windows Kits\8.1\Windows Performance Toolkit\WindowsPerformanceRecorderControl.dll
```

The following files may be distributed with your Windows Store app or desktop apps:

```
Program Files\Windows Kits\8.1\Redist\MBN\x64\microsoft.mbn.dll
Program Files\Windows Kits\8.1\Redist\MBN\x86\microsoft.mbn.dll
Program Files\Windows Kits\8.1\Redist\MBN\arm\microsoft.mbn.dll
```

These files may only be redistributed with your desktop apps. They may not be redistributed with any Windows Store apps.

```
Program Files\Windows Kits\8.1\Redist\DX11\X64\d3dcompiler_47.dll
Program Files\Windows Kits\8.1\Redist\DX11\X64\d3dcsx_47.dll
Program Files\Windows Kits\8.1\Redist\DX11\X86\d3dcompiler_47.dll
Program Files\Windows Kits\8.1\Redist\DX11\X86\d3dcsx_47.dll
```

### **Windows Performance Toolkit**

The following files may only be distributed unmodified, as a package, as part of your program:

```
Program Files\Windows Kits\8.1\Windows Performance Toolkit\Redistributables\WPToolbox-arm_en-us.msi
Program Files\Windows Kits\8.1\Windows Performance Toolkit\Redistributables\WPToolbox-x86_en-us.msi
Program Files\Windows Kits\8.1\Windows Performance Toolkit\Redistributables\WPToolbox-x64_en-us.msi
```

### **Debugging Tools for Windows**

The following files may only be distributed unmodified, as a package, as part of your program:

```
Program Files\Windows Kits\8.1\Debuggers\Redist\X86 Debuggers and Tools-x86_en-us.msi
Program Files\Windows Kits\8.1\Debuggers\Redist\X64 Debuggers and Tools-x64_en-us.msi
```

### **App Verifier**

The following files may only be distributed unmodified, as a package, as part of your program:

```
Program Files\Application Verifier\vrfauto.dll
Program Files\Application Verifier\vrfauto.h
Program Files\Application Verifier\vrfauto.idl
```

In order to acquire the following MSIs, you must download the software and select the appropriate features from the feature selection screen. The MSIs can be found in the Installers folder in the location where you downloaded the software.

```
Application Verifier x64 External Package-x64_en-us.msi
Application Verifier x86 External Package-x86_en-us.msi
```

### **.NET Framework 4.5.1**

Subject to the license terms for the software, the following .EXE files may be redistributed unmodified as part of your program. Please note that the files listed below are not included with the software. You can obtain copies of those files from the URL next to the file.

- **Redistributable** (Supported on Windows Vista SP2, Windows 7 SP1, Windows Server 2008 SP2 and Windows Server 2008 R2 SP1)  
<http://go.microsoft.com/fwlink/?LinkId=317898>
- **Web installer** (Supported on Windows Vista SP2, Windows 7, Windows Server 2008 SP2, Windows Server 2008 R2 SP1, Windows 8 and Windows Server 2012)

<http://go.microsoft.com/fwlink/?LinkId=317900>

- **Redistributable – AIOS** (Supported on Windows Vista, Windows 7, Windows Server 2008, Windows Server 2008 R2, Windows 8 and Windows Server 2012)

<http://go.microsoft.com/fwlink/?LinkId=31790>

- **MSU** (Supported on Windows 8 and Windows Server 2012)

X86: <http://go.microsoft.com/fwlink/?LinkId=317903>

X64: <http://go.microsoft.com/fwlink/?LinkId=317904>

ARM: <http://go.microsoft.com/fwlink/?LinkId=317905>

- **Language Packs** (Supported on Windows Vista SP2, Windows 7 SP1, Windows Server 2008 SP2 and Windows Server 2008 R2 SP1)

Subject to the license terms for the software, you may redistribute, unmodified, the individual language pack versions of the files listed below with your program. Please note that the Language Packs listed below are not included with the software. You may obtain copies of those files from <http://go.microsoft.com/fwlink/?LinkId=317902>

## 7-Zip

<http://www.7-zip.org/license.txt>

- **Redistributable**

7z.dll

- **License Text**

7-Zip

~~~~~

License for use and distribution

~~~~~

7-Zip Copyright (C) 1999-2017 Igor Pavlov.

Licenses for files are:

- 1) 7z.dll: GNU LGPL + unRAR restriction
- 2) All other files: GNU LGPL

The GNU LGPL + unRAR restriction means that you must follow both  
GNU LGPL rules and unRAR restriction rules.

Note:

You can use 7-Zip on any computer, including a computer in a commercial organization. You don't need to register or pay for 7-Zip.

GNU LGPL information

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 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 Lesser General Public License for more details.

You can receive a copy of the GNU Lesser General Public License from <http://www.gnu.org/>

unRAR restriction

The decompression engine for RAR archives was developed using source code of unRAR program. All copyrights to original unRAR code are owned by Alexander Roshal.

The license for original unRAR code has the following restriction:

The unRAR sources cannot be used to re-create the RAR compression algorithm, which is proprietary. Distribution of modified unRAR sources in separate form or as a part of other software is permitted, provided that it is clearly stated in the documentation and source comments that the code may not be used to develop a RAR (WinRAR) compatible archiver.

## 7-Zip Wrapper

<https://sevenziplib.codeplex.com/license>

GNU Library General Public License (LGPL)

Version 2.1, February 1999

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

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

#### Preamble

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

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

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

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

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

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### NO WARRANTY

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

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

## vSphere SDK

[https://www.vmware.com/download/eula/horizon\\_vse\\_sdk\\_eula.htmlf](https://www.vmware.com/download/eula/horizon_vse_sdk_eula.htmlf)

VMware® vSphere Software Development Kit License Agreement

VMware, Inc. (“VMware”) provides the VMware vSphere Software Development Kit (collectively the “Software”) to you subject to the following terms and conditions. By downloading, installing, or using the Software, you (the individual or legal entity) agree to be bound by the terms of this license agreement (the “Agreement”). If you disagree with any of the following terms, then do not use the Software.

1. The Software contains a variety of materials, interface definitions, documentation, sample utility applications and sample code regarding programming interfaces to one or more VMware products that are referenced in such materials (the referenced products, “VMware Products”). This Software is intended to be used to develop software that interacts with the VMware Products.
2. Use Rights: Subject to the restrictions below, you may download and make a reasonable number of copies of the Software for your use solely for the purpose of creating software that communicates with VMware Products (your software, “Developer Software”). Some code may be designated as “distributable code” and/or “modifiable code” at <http://www.vmware.com/go/vwssdk-redistribution-info>. You may use and merge all or portions of the “distributable code” with your Developer Software. Any merged portion of any “distributable code” is subject to this Agreement. Additionally, you may modify or create derivative works of all or portions of the “modifiable code.” You are permitted to re-distribute the “distributable code” and the modified or derivative works of the “modifiable code” only as part of your Developer Software for non-commercial or commercial use; provided that you shall only distribute such code subject to a license agreement that protects VMware’s and its licensors’ interests consistent with the terms contained in this Agreement. Open source software components provided with the Software are licensed to you under the terms of the applicable license agreements included with such open source software components. The open source software licenses can be found in the `open_source_licenses.txt` file, other materials accompanying the Software, the documentation or corresponding source files available at [http://www.vmware.com/download/open\\_source.html](http://www.vmware.com/download/open_source.html).
3. Restrictions: You agree that you will not (1) use the Software to create, design or develop anything other than Developer Software; (2) make any more copies of the Software than are reasonably necessary for the authorized use and backup and archival purposes; (3) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the Software except as expressly permitted in Section 2; (4) distribute, sell, lease, rent, lend, or sublicense any part of the Software to any third party except as expressly permitted in Section 2; or (5) use the Software in any manner to (a) circumvent any technical restrictions of VMware Products or violate any additional licensing terms applicable to VMware Products that VMware provides through product documentation, email notification on the VMware website or in the terms of the End User License Agreements; (b) disable, remove, over-ride or modify the display of any VMware Product End User License Agreements that the VMware Products present to the end customers; or (c) upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware.

The restrictions in this Section 3 shall not apply if and to the extent they contradict mandatory local law (including, but not limited to, law implementing the EC Software Directive).

4. VMware retains ownership of the Software and all intellectual property rights embodied in the Software, including without limitation all copyrights, trade secrets and patents. You may not remove, delete or modify any of VMware copyright statements in the Software. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO VMWARE.
5. You may not use VMware’s name, trademarks or service marks in connection with your Developer Software in a way that suggests your Developer Software is certified or endorsed by VMware.

6. You are not entitled under this Agreement to receive any VMware support or subscription services for the Software or any other services from VMware in connection with the Software. If you have purchased support and/or subscription services for a VMware product, such support and/or subscription services shall not apply to the Software or your use of the Software.

7. Term, Termination and Changes: This Agreement shall continue as long as you are in compliance with the terms specified herein or until otherwise terminated. You or VMware each may terminate this Agreement for any reason at any time. You agree, upon termination, to destroy all copies of the Software within your possession or control. The Confidential Information, Limitations of Warranties and Liability, and Indemnification sections set out in this Agreement shall survive any termination or expiration of this Agreement.

8. Confidential Information: "Confidential Information" means any information disclosed by VMware to you pursuant to this Agreement that is marked "Confidential," "Proprietary," or in some similar manner and any information which you knew or reasonably should have known to be confidential. You shall treat as confidential all Confidential Information of VMware and shall not use such Confidential Information except to exercise your rights or perform your obligations under this Agreement. You will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature but with no less than reasonable care. You shall not disclose such Confidential Information to any third party during or after the term of this Agreement. This paragraph will not apply to any Confidential Information that: (a) was rightfully in your possession prior to receipt of such Confidential Information from VMware; (b) is or becomes a matter of public knowledge through no fault of you; (c) is rightfully received from a third party without a duty of confidentiality; (d) is independently developed by you without breach of any confidentiality obligations; (e) is disclosed by you with VMware's prior written approval; or (f) you are required to disclose by applicable law or court order, provided that you notify VMware of such required disclosure promptly in writing and cooperate with VMware in any lawful action to contest or limit the scope of such required disclosure. You acknowledge that breach of this Section 8 will cause irreparable damage to VMware for which monetary damages will be an inadequate remedy. Accordingly, VMware will be entitled to seek and obtain injunctive and any other relief (legal or equitable) to restrain any breach or anticipated breach of this Section 8.

9. Limitations of Warranties and Liability: THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VMWARE DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VMWARE BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SOFTWARE OR YOUR USE OF THE SOFTWARE, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

VMWARE'S LIABILITY ARISING OUT OF THIS AGREEMENT AND THE SOFTWARE PROVIDED HEREUNDER WILL NOT, IN ANY EVENT, EXCEED US\$100.00.

THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER VMWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. Indemnification: You agree to defend, indemnify and hold harmless VMware, and any of its directors, officers, employees, affiliates and agents, from and against any and all claims, losses, damages, liabilities and other expenses (including reasonable attorneys' fees), arising from your modification of the "modifiable code," the distribution or use of your Developer Software by you or anyone else, and your breach of this Agreement.

11. Export Control: You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent, warrant and covenant that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

12. Data Privacy:

(a) Consent for Collection and Use of Technical Data. You agree that VMware may periodically collect, process and store technical and related information about your device, system, application,

peripherals and your use of the Software, including without limitation: internet protocol address, hardware identification, operating system, application software, peripheral hardware, number of active plugins and software development kits, the successful installation and launch of Software, and Software usage statistics (collectively, "Technical Data"). VMware will use Technical Data for internal statistical and analytical purposes to facilitate support, invoicing or online services, the provisioning of updates, and the development of VMware products and services. VMware may transfer Technical Data to other companies in the VMware worldwide group of companies from time to time.

(b) Log Files. You acknowledge that correspondence and log files generated in conjunction with a request for support services may contain sensitive, confidential or personal information. You are solely responsible for taking the steps necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware.

13. These terms are governed by the laws of the State of California and the United States of America without regard to conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply. You may not assign this Agreement. Any attempted assignment by you shall be void. These terms constitute the entire agreement between you and VMware with respect to the Software and supersede all prior written or oral communications, understandings and agreements. Any waiver of these terms must be in writing and signed by the waiving party to be effective. If any provision of these terms is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law.

## Microsoft Graph SDK

Microsoft Graph SDK for .NET

Copyright 2019 Microsoft Graph

All right reserved

Copy right and Permission Notice:

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.

## Signtool

## MICROSOFT SOFTWARE LICENSE TERMS

### MICROSOFT WINDOWS SOFTWARE DEVELOPMENT KIT (SDK) FOR WINDOWS 10

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 APIs (i.e., APIs included with the installation of the SDK or APIs accessed by installing extension packages or service to use with the SDK), updates, supplements, internet-based services, and support services for this software unless other terms accompany those items. If so, those terms apply.

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

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

If you comply with these license terms, you have the rights as mentioned below:

#### 1. INSTALLATION AND USE RIGHTS.

- a) You may install and use any number of copies of the software on your devices to design, develop, and test your programs that run on a Microsoft operating system. Further, you may install, use and/or deploy via a network management system or as part of a desktop image, any number of copies of the software on computer devices within your internal corporate network to design, develop and test your programs that run on a Microsoft operating system. Each copy must be complete, including all copyright and trademark notices. You must require end users to agree to terms that protect the software as much as these license terms.
- b) Utilities - The software contains certain components that are identified in the Utilities List located at <http://go.microsoft.com/fwlink/?LinkId=524839>. 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. Except as otherwise provided on the Utilities List for specific files, 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
  - o When you have finished debugging or deploying your programs; or
  - o Thirty (30) days after installation of the Utilities onto that machine. We may add additional files to this list from time to time.
- c) Build Services and Enterprise Build Servers. You may install and use any number of copies of the software onto your build machines or servers, solely for the purpose of:
  - o Compiling, building, verifying, and archiving your programs.
  - o Creating and configuring build systems internal to your organization to support your internal build environment; or
  - o Enabling a service for third parties to design, develop and test programs or services that run on a Microsoft operating system.
- d) Included Microsoft Programs. The software contains other Microsoft programs. The license terms with those programs apply to your use of them.
- e) Third Party Notices. The software may include third party code that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third-party code are included for your information only. Notices, if any, for this third-party code are included with the software and may be located at <http://aka.ms/thirdpartynotices>.

#### 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

- a) Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below:
  - o Right to Use and Distribute. The code and test 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 the files listed on the REDIST.TXT list located at <http://go.microsoft.com/fwlink/?LinkId=524842>. Depending on the specific edition of the software, the number of REDIST files you receive with the software may not be equal to the number of REDIST files listed in the REDIST.TXT List. We may add additional files to the list from time to time.
    - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
  - o Distribution Requirements. For any Distributable Code you distribute:
    - 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.
- For Distributable Code from the Windows Performance Toolkit portions of the software, distribute the unmodified software package with your programs, except for the KernelTraceControl.dll and the WindowsPerformanceRecorderControl.dll which can be distributed with your programs.
- Display your valid copyright notice on your programs
- Indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- 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 partial copies of the Windows Performance Toolkit portion of the software package with the exception of the KernelTraceControl.dll and the WindowsPerformanceRecorderControl.dll which can be distributed with your programs.
  - Distribute Distributable Code to run on a platform other than the Microsoft operating system platform.
  - Include Distributable Code in malicious, deceptive, or unlawful programs; or Modified or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. And Excluded License is one that requires, as a condition of use, modification, or distribution, that the code be disclosed or distributed in source code form or others have the right to modify it.

b) Additional Rights and Restrictions for Features made Available with the Software.

- Windows App Requirements. If you intend to make your program available in the Windows Store, the program must comply with the Certification Requirements as defined and described in the App Developer Agreement, currently available at: <https://msdn.microsoft.com/en-us/library/windows/apps/hh694058.aspx>.
- 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 entity information including business names, addresses and geocodes 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 Imager (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 <http://go.microsoft.com/fwlink/?LinkId=21969>.
- 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.
- Push Notifications. The Microsoft Push Notification Service may not be used to send notifications that are mission critical or otherwise could affect matters of life or death, including without limitation critical notifications related to a medical device or condition. **MICROSOFT EXPRESSLY DISCLAIMS ANY WARRANTIES THAT THE USE OF THE MICROSOFT PUSH NOTIFICATION SERVICE OR DELIVERY OF MICROSOFT PUSH NOTIFICATION SERVICE NOTIFICATIONS WILL BE UNINTERRUPTED, ERROR FREE, OR OTHERWISE GUARANTEED TO OCCUR ON A REAL-TIME BASIS.**
- Speech namespace API. Using speech recognition functionality via the 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 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.

- PlayReady Support. The software may include the Windows Emulator, which contains Microsoft's PlayReady content access technology. Content owners use Microsoft PlayReady content access technology to protect their intellectual property, including copyrighted content. This software uses PlayReady technology to access PlayReady-protected content and/or WMDRM-protected content. Microsoft may decide to revoke the software's ability to consume PlayReady-protected content for reasons including but not limited to:
  - If a breach or potential breach of PlayReady technology occurs,
  - Proactive robustness enhancement, and
  - 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.
- Package Managers. The software may include package managers, like NuGet, that give you the option to download other Microsoft and third-party software packages to use with your application. Those packages are under their own licenses, and not this agreement. Microsoft does not distribute, license, or provide any warranties for any of the third-party packages.
- 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.
- Notice about the H.264/AVD Visual Standard, and the VC-1 Video Standard. This software may include H.264/MPEG-4 AVC and/or VD-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](http://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:

- Redistribution of the software to third parties, or
- Creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

### 3. INTERNET-BASED SERVICES.

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

- a) Consent for Internet-Based Services. The software features described below and in the privacy statement at <http://go.microsoft.com/fwlink/?LinkId=521839> connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them as described in the applicable product documentation. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.
- 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.

- c) Software Use and Performance. This software collects info about your hardware and how you use the software and automatically sends error reports to Microsoft. These reports include information about problems that occur in the software. Reports might unintentionally contain personal information. For example, a report that contains a snapshot of computer memory might include your name. Part of a document you were working on could be included as well, but this information in reports or any info collected about hardware or your software use will not be used to identify or contact you.
- d) Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encryption 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.
- e) Windows Application Certification Kit. To ensure you have the latest certification tests, when launched this software periodically checks a Windows Application Certification Kit file on download.microsoft.com to see if an update is available. If an update is found, you are prompted and provided a link to a web site where you can download the update. You may use the Windows Application Certification Kit solely to test your programs before you submit them for a potential Microsoft Windows Certification and for inclusion on the Microsoft Windows Store. The results you receive are for informational purposes only. Microsoft has no obligation to either provide you with a Windows Certification for your programs and/or include your program in the Microsoft Windows Store.
- f) Microsoft Digital Rights Management for Silverlight. 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.
- g) For more information about this feature, including instructions for turning the Automatic Updates off, go to <http://go.microsoft.com/fwlink/?LinkId=147032>.
- h) 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 AppHelp. You may choose not to use these web content features.
- i) Use of Information. We may use information collected about software use and performance to provide and improve Microsoft software and services as further described in Microsoft's Privacy Statement available at: <https://go.microsoft.com/fwlink/?LinkId=521839>. 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.
- j) 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.

#### 4. YOUR COMPLIANCE WITH PRIVACY AND DATA PROTECTION LAWS.

- a) Personal Information Definition. "Personal Information" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- b) Collecting Personal Information using Packaged and Add-on APIs. If you use any API to collect personal information from the software, you must comply with all laws and regulations applicable to your use of the data accessed through APIs including without limitation laws related to privacy, biometric data, data protection, and confidentiality of communications. Your use of the software is conditioned upon implementing and maintaining appropriate protections and measures for your applications and services, and that includes your responsibility to the data obtained through the use of APIs. For the data you obtained through any APIs, you must:
  - o Obtain all necessary consents before collecting and using data and only use the data for the limited purposes to which the user consented, including any consent to changes in use.
  - o In the event you're storing data, ensure that data is kept up to date and implement corrections, restrictions to data, or the deletion of data as updated through packaged or add-on APIs or upon user request if required by applicable law.
  - o Implement proper retention and deletion policies, including deleting all data when as directed by your users or as required by applicable law; and
  - o Maintain and comply with a written statement available to your customers that describes your privacy practices regarding data and information you collect, use and that you share with any third parties.

- c) Location Framework. The software may contain a location framework component or APIs that enable support of location services in programs. Programs that receive device location must comply with the requirements related to the Location Service APIs as described in the Microsoft Store Policies (<https://docs.microsoft.com/en-us/legal/windows/agreements/store-policies>). If you choose to collect device location data outside of the control of Windows system settings, you must obtain legally sufficient consent for your data practices, and such practices must comply with all other applicable laws and regulations.
- d) Security. If your application or service collects, stores, or transmits personal information, it must do so securely, by using modern cryptography methods.

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. 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.

- o Except for the Microsoft .NET Framework, disclose to a third party the results of any benchmark test of the software, without first obtaining Microsoft's prior written approval.
- 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, rent, lease, or lend the software.
- o Transfer the software or this agreement to any third party; or use the software for commercial software hosting services.

8. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

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

10. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services, and support services that you use, are the entire agreement for the software and support services.

11. INDEPENDENT PARTIES. Microsoft and you are independent contractors. Nothing in this agreement shall be construed as creating an employer-employee relationship, processor-sub processor relationship, a partnership, or a joint venture between the parties.

12. 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. If you acquired the software in any other country, its laws apply. 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. 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.

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

14. DISCLAIMER OF WARRANTY. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees, or conditions. You may have additional consumer rights 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.

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

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

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

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.

Crete limitation concern:

- . 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 connaît 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.

EULAID:WIN10SDK.RTM.AUG\_2018\_en-US

## Appendix B: Attributions

This appendix must contain the attributions which the license texts listed in [Appendix A: License Texts](#) requires Flexera to make. Attributions can be copyright notices, acknowledgements, or any other statements that a license text requires. Most license texts require some form of attribution, only a few don't require any.

Most readers of this document will first search for a particular attribution and then need to find the table row in the [Non-Commercial Software Disclosures Table](#) to which that particular attribution applies. Therefore, all attributions in this appendix that apply to a particular table row must be prefaced by the table row's NCS name, version, and type; that is, the contents of the first column of the corresponding table row in the [Non-Commercial Software Disclosures Table](#).

## Apache log4net Attributions

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.
```

## ATL Attributions

Information to come.

## CHyperLink Class Attributions

Information to come.

## ClconListBox Attributions

Information to come.

## Citrix Presentation Server Libraries Attributions

Information to come.

## **Codejock Software Xtreme ToolkitPro Version 20.0.0.0 Attributions**

Information to come.

## **ComToys Attributions**

Information to come.

## **CPing Class Attributions**

Information to come.

## **Crystal Reports Viewer 8.0 Attributions**

Information to come.

## **CSortedListCtrl Class Attributions**

Information to come.

## **CSystemTray Class Attributions**

Information to come.

## **Executable Files Needed for Packaging Applications for Microsoft ActiveSync Attributions**

Information to come.

## **Html Agility Pack Attributions**

Information to come.

## **IconPro Attributions**

Information to come.

## **madCodeHook Attributions**

Information to come.

## **MFC Attributions**

Information to come.

## **Microsoft .NET Framework 4.8 Attributions**

Information to come.

## **Microsoft Platform Software Development Kit Attributions**

Information to come.

## **Microsoft Report Viewer Attributions**

Information to come.

## **Microsoft SQL Server 2008 Management Objects Attributions**

Information to come.

## **Microsoft SQL Server System CLR Types Attributions**

Information to come.

## **Microsoft's Merge Modules Attributions**

Information to come.

## **Microsoft's Resource File Linker Attributions**

Information to come.

## **Microsoft Visual Studio 6**

Information to come.

## **NanoSoft Corporation's NSViews C++ Library Attributions**

Information to come.

## **NCrawler Attributions**

Information to come.

## **PixieLib Attributions**

Information to come.

## **PowerShell App Deployment Toolkit**

Copyright (C) 2017 - Sean Lillis, Dan Cunningham, Muhammad Mashwani, Aman Motazedian.

## **Prism 4.1 Attributions**

Information to come.

## **RJS PopCalendar Attributions**

Information to come.

## **Stingray Objective Toolkit Libraries Attributions**

Information to come.

## **VMWare ThinApp Libraries Attributions**

Information to come.

## **WebGrid Attributions**

Information to come.

## **Wix Attributions**

Information to come.

## **Windows Installer Engine Redistributables Attributions**

Information to come.

## **WPF Application Framework (WAF) Attributions**

Information to come.

## **DevExpress Attributions**

Information to come.

## **Configuration Manager 2207 SDK Attributions**

Information to come.

## **Offline Registry Library Attributions**

Information to come.

## **MiniZip Attributions**

Information to come.

## **Android SDK Attributions**

Information to come.

## **VIX Attributions**

Information to come.

## **Windows 8.1 SDK WDK Redistributables**

Information to come.

## **7-Zip**

Information to come.

## **7-Zip Wrapper**

Information to come.

## **vSphere SDK**

Information to come.

## **Microsoft Graph SDK**

Information to come.

## **Signtool**

Information to come.