#### **End User License Agreement**

This Software License and Hardware Purchase Agreement ("Agreement") is effective this day between Applianz Technologies, Inc. ("Company") and the "Customer."

1. <u>System Definition</u>. Company agrees to supply to Customer its product (Applianz Technologies, Inc. Data Vault, or other Applianz Technologies, Inc. system) as required to run a software application as developed by Applianz and customer's software vendor ("System"). Customer agrees to use the System in accordance with the terms and conditions hereinafter set forth. The System shall consist of the Software and the Hardware as hereinafter defined.

# 2. The Software.

**2.1 Software License.** In accordance with the terms herein, Company grants to Customer, and Customer accepts from Company, a non-exclusive and non-transferable license to use the current version of Company's Software ("Software") as described in the attached Schedule for the number of user licenses identified therein.

The Software shall be used only on the equipment and at Customer location(s) identified in the attached Schedule as "Remote Maintenance Locations." Use of the Software may be subsequently transferred to Remote Maintenance Locations maintained by Customer at other locations, provided Customer provides Company with written notice 90 days before such transfer and follows Company's recommendations in implementing such transfer. The Software shall be used only for the remote maintenance/access of Customer's computer systems. Customer shall not: (1) permit any third party to use the Software, (2) use the Software in the operation of a service bureau, or (3) allow access to the Software, except to Company's licensed end users, through terminals located outside Customer's business premises.

- **2.2** Copies of Software/Data. Customer shall not copy the Software except that one copy may be made for archival/back-up purposes. Customer assumes the responsibility of making and maintaining all data back-up and further assumes the responsibility of verifying the integrity of all data back-ups. Customers who have a fully-paid Applianz Support Services or other Applianz System Maintenance Agreements in place may forward data back-ups to Company for data integrity verification. Such verification will be limited to checking for the existence of data and determining whether the data populates the correct application field.
- **2.3 Software Ownership.** Company represents that it is the owner of the Software and all portions thereof and that it has the right to modify same and to grant Customer a license for its use.
- **2.4 Intent to Cooperate.** Both Company and Customer acknowledge that successful implementation of the Software pursuant to this Agreement shall require their full and mutual good faith cooperation, and Customer acknowledges that it shall timely fulfill its responsibilities hereunder.

- 2.5 Title to Software; Confidentiality. The Software, including any modifications or additions thereto, and all copies thereof, are proprietary to Company and title thereto remains in Company. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at Customer's request are and shall remain in Company. Customer shall not sell, transfer, publish, disclose, display or otherwise make available the Software or copies thereof to others. Customer agrees to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the maintenance of Company's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. Customer shall not, nor shall it allow anyone else, to decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Software. Violation of any provision of this paragraph shall be the basis for immediate termination of this Agreement.
- 2.6 Third-Party and Open Source Software. The System will utilize certain third-party and open source software. Third-party software programs include, but are not limited to, Microsoft Windows XP Embedded, VMWare Workstation and IPCop Firewall. The System will also include the specific software application ordered by the client. Open source software may include various open source software components, including, without limitation, Linux and other open source software required to provide certain functionality. These third-party and open source software components each have their own applicable copyright and license conditions. Prior to any use of the System, Customer agrees to review and be bound by the end user license agreements pertaining to these third party and open source software components. Such license agreements, or links to the same, are included in this Agreement's Schedule.

#### 3. The System.

- **3.1 System and Price.** Company shall sell the System, either directly or indirectly, to Customer based upon payment terms and conditions mutually agreed to by Company and Customer.
- **3.2 Delivery.** Company shall arrange for delivery of the System to the installation site designated by Customer. After delivery, Customer shall install or supervise the installation of the Hardware pursuant to the terms hereof. Customer shall pay all reasonable delivery charges for the Hardware. Prior to shipment, Company shall inform Customer of such estimated charges.
- **3.3 Site Preparation.** Customer shall be responsible for fulfilling the environmental requirements for the System. Company shall promptly furnish such environmental specifications upon execution of this Agreement.
- **3.4 Title to the System.** Title to and risk of loss in the Hardware shall remain vested in the Company until delivery of the System to Customer. Upon payment for and delivery of the System to Customer, title to and risk of loss in the Hardware shall pass to

Customer, and Company shall furnish any necessary documentation evidencing same.

#### 4. <u>Warranties</u>.

#### 4.1 Software Warranty.

- (a) Company warrants that the Software will conform, as to all substantial operational features, to Company's current published functional design specifications, when installed, and will be free of defects which substantially affect System performance.
- (b) The Customer must notify Company in writing, within ninety (90) days of delivery of the Software to the Customer (not including delivery of any subsequent modifications to the Software), of its claim of any such defect. If the Software is found defective by Company, Company's sole obligation under this warranty is to remedy such defect in a manner consistent with Company's regular business practices.
- (c) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY COMPANY. COMPANY MAKES AND CUSTOMER RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF COMPANY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE.
- (d) If any modifications are made to the Software by Customer during the warranty period, this warranty shall immediately be terminated. The Customer, the reseller, or other parties acting on the Customer's behalf, shall not install any software on the Hardware without Company's prior written consent. Any unauthorized installation of software on the Hardware voids this warranty. Any opening of, or similar tampering with, the Hardware's case shall also void this warranty. Correction of difficulties or defects traceable to Customer's errors or systems changes shall be billed at Company's standard time and material charges.
- (e) CUSTOMER AGREES THAT COMPANY'S LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY WHICH IN ANY WAY RELATES TO PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SOFTWARE.

# 4.2 Hardware Warranty.

(a) Company warrants that Customer will acquire good and clear title to the Hardware being purchased hereunder, free and clear of all liens and encumbrances. Company

warrants and represents that the System and all of its parts and components are new and unused.

- (b) Company further warrants that the Hardware delivered hereunder shall be free from defects in material or workmanship for a period of ninety (90) days after the date of delivery. Company shall repair, or shall cause to be repaired, all Hardware subject to and in accordance with the manufacturer's warranty. Customer shall not return any Hardware to Company or to its hardware suppliers without the prior written consent and instruction of Company or its suppliers. It is the Customer's responsibility to return defective Hardware to Company or its hardware suppliers at Customer's expense. In the event Company determines that the Hardware returned for warranty correction is not defective within the terms of the manufacturer's warranty, Customer shall be responsible for all costs of handling and transportation. Company's sole responsibility under the warranty shall be, at Company's option, to either repair or replace any component which fails during the manufacturer's warranty period due to a defect in workmanship and/or material and provided Customer has promptly reported same to Company in writing and Company has, upon inspection, found such components to be defective. Any inspection required shall be at Company's prevailing rates except that there will be no charge for inspection of Hardware if such inspection is covered under the then prevailing Applianz Technologies, Inc. Support Services Agreement.
- (c) The above warranty is contingent upon proper use of the Hardware and does not cover Hardware which has been modified without Company's approval, or which has been subjected to unusual physical or electrical stress, or on which the original identification marks have been removed or altered. Any opening of, or similar tampering with, the Hardware's case shall also void this warranty. The Customer, the reseller, or other parties acting on the Customer's behalf, shall not install any software on the Hardware without Company's prior written consent. Any unauthorized installation of software on the Hardware voids this warranty.
- (d) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY COMPANY. COMPANY MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF COMPANY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE HARDWARE.
- (e) CUSTOMER AGREES THAT COMPANY'S LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY WHICH IN ANY WAY RELATES TO PERFORMANCE OR NON-PERFORMANCE OF THE HARDWARE SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE HARDWARE.

#### 5. <u>Indemnity</u>.

# 5.1 Software Indemnity.

- (a) Company, at its own expense, will defend any action brought against Customer to the extent that it is based on a claim that the Software, as used within the scope of this Agreement, infringes any patents, copyrights, license or other property right, provided that Company is immediately notified in writing of such claim. Company shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Customer settle any such claim, lawsuit or proceeding without Company's prior written approval. Company shall have no indemnification obligation hereunder if a claim of infringement results in whole or in part from Customer's unauthorized modification or alteration of the Software.
- (b) If, as a result of any claim of infringement against any patent, copyright, license or other property right, Company is enjoined from using the Software, or if Company believes that the Software is likely to become the subject of a claim of infringement, Company at its option and expense, may procure the right for Customer to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Company may discontinue the license granted herein immediately upon written notice and refund to Customer the unamortized portion of the license fees hereunder (based on 3 years straight line depreciation, such depreciation to commence on the date of this Agreement). The foregoing states the entire liability of Company with respect to any claim of infringement of any copyrights or patents by the Software or any parts thereof.
- (c) Customer shall indemnify and hold harmless Company from any loss, cost, or expense suffered or incurred in connection with any claim, suit or proceeding brought against Company so far as it is based on a claim that the Software delivered hereunder, if modified or altered by Customer, constitutes an infringement because of such modification or alteration.

# 5.2 Hardware Indemnity.

(a) To the extent that Company has received from each of the Hardware manufacturers an agreement to defend any claim or suit or proceeding brought against Company or Customer based on a claim that the use or transfer of any Hardware delivered hereunder constitutes an infringement of any patent or property right in the United States, then Customer shall be indemnified and defended against all such claims. Customer shall immediately notify Company in writing of any claim of infringement and shall give full authority, information and assistance to Company or such person as Company shall designate, for the defense of the claim. Company shall not be responsible for any settlement or compromise made without its consent. It is further provided that Company may, at any time, if it is concerned over the possibility of such an infringement, at its option and expense, replace or modify the items of equipment so that infringement will not exist, or remove equipment involved and refund to Customer the price hereof as depreciated or amortized by an equal annual amount over the lifetime of the equipment as established by Company.

- (b) Company shall have no liability to Customer under any provisions of this Section 5.2 if any patent infringement or claim thereof is based upon the use of the Hardware delivered hereunder in connection or in combination with equipment, devices or software not supplied by Company or used in a manner for which the Hardware was not designated.
- (c) Customer shall indemnify and hold harmless Company from any loss, cost, or expense suffered or incurred in connection with any claim, suit or proceeding brought against Company so far as it is based on a claim that the manufacture or sale of any Hardware delivered hereunder or modified, altered, or combined by Customer with equipment, devices, or software not supplied by Company hereunder constitutes an infringement because of such modification, alteration or combination.

#### 6. Termination.

- **6.1 Events Causing Termination.** Company shall have the right to terminate this Agreement and the license(s) granted herein:
- (a) Upon ten days' written notice if Customer, its officers or employees violates any provision of (i) this Agreement including, but not limited to, confidentiality and payment or (ii) the Support Services / System Maintenance Agreement; or
- (b) If Customer (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or
- (c) Upon use of the System by Customer at any location other than those allowed by Section 2.1.

#### 6.2 Effect of Termination; Return of Software and Documentation.

- (a) In the event of termination by reason of Customer's failure to comply with any part of this Agreement, or upon any act which shall give rise to Company's right to terminate, Company shall have the right, at any time, to terminate the license(s) and take immediate possession of the Software and related documentation and all copies wherever located, without demand or notice. Within five (5) days after termination of the license(s), Customer will return to Company the Software and documentation or, upon request by Company, destroy the Software and documentation and all copies, and certify in writing that they have been destroyed. Termination under this paragraph shall not relieve Customer of its obligations regarding confidentiality of the Software and its related documentation.
- (b) Without limiting any of the above provisions, in the event of termination as a result of Customer's failure to comply with any of its obligations under this Agreement, Customer shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable remedies available to Company.

- 7. <u>Taxes.</u> Customer shall pay, in addition to other amounts payable under this Agreement, all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement. Without limiting the foregoing, Customer shall promptly pay to Company an amount equal to any such items actually paid, or required to be collected or paid by Company.
- **8.** <u>Equipment Requirements.</u> Customer shall make available for the System implementation, computer equipment and software configurations approved by Company as adequate for such implementation at such location.
- **9. Installation, Testing and Payment.** The System shall be delivered, installed and tested at each Remote Maintenance Location in accordance with a delivery, installation and testing schedule agreed to by the parties. Payment for the System shall be made in full upon delivery, unless otherwise agreed in writing between all parties.
- **Custom Modifications.** All custom modifications to the Software shall be undertaken by Company at its then current time and materials charges. For each custom modification requested, Customer shall provide written specifications to Company, which shall be mutually agreed upon prior to commencement of such custom modification effort. All such modifications shall become the property of Company.

# 11. General.

- **11.1 Choice of Law.** This Agreement and performance hereunder shall be governed by the laws of the State of Kansas.
- 11.2 Limitation of Actions. No action, regardless of form, arising out of this Agreement as it relates to the purchase of goods, may be brought by Customer more than one year after the cause of action has arisen.
- 11.3 Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.
- 11.4 Assignment. Customer may not assign or sub-license its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of Company.
- 11.5 Collection Expenses. Company shall have the right to collect from Customer its reasonable expenses incurred in enforcing this Agreement, including attorney's fees.
- 11.6 Waiver. The waiver or failure of Company to exercise in any respect any right provided for herein shall not be deemed a waiver for any further right hereunder.
- 11.7 Force Majeure. Dates or times by which Company is required to make performance under this license shall be postponed automatically to the extent that Company is prevented from meeting them by causes beyond its reasonable control.

11.8 Entire Agreement; Modification. Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this Agreement and its attached Schedules constitute the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

# **SCHEDULES**

#### **SOFTWARE DESCRIPTION**

The Applianz System as supplied includes the following software:

- 1. Source code written and licensed by Applianz Technologies, Inc.
- 2. Windows XP Professional or Windows XP Embedded
- 3. VMware Workstation or VMWare GSX Server

This unit may also have been loaded with the Customer's authorized copy of specific applications software purchased via authorized resellers.

#### **REMOTE MAINTENANCE LOCATIONS**

For remote maintenance purposes the location of this equipment is known to be installed at and will be remotely supported at the Customer's main business premises:

Any relocation or reconfiguration of the equipment from this location may result in service interruption and/or termination of this Agreement. In order to ensure continuity of service, Applianz Technologies, Inc. must be contacted prior to any relocation.

#### THIRD-PARTY AND OPEN SOURCE LICENSE AGREEMENTS

#### 1. Microsoft Windows XP Embedded

You have acquired a device ("DEVICE") that includes software licensed by Applianz Technologies, Inc. from Microsoft Licensing, Inc. or its affiliates ("MS"). Those installed software products of MS origin, as well as associated media, printed materials, and "online" or electronic documentation ("SOFTWARE") are protected by international intellectual property laws and treaties. The SOFTWARE is licensed, not sold. All rights reserved.

IF YOU DO NOT AGREE TO THIS END USER LICENSE AGREEMENT ("EULA"), DO NOT USE THE DEVICE OR COPY THE SOFTWARE. INSTEAD, PROMPTLY CONTACT APPLIANZ TECHNOLOGIES, INC. FOR INSTRUCTIONS ON RETURN OF THE UNUSED DEVICE(S) FOR A REFUND. ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DEVICE, WILL CONSTITUTE YOUR AGREEMENT TO THIS EULA (OR RATIFICATION OF ANY PREVIOUS CONSENT).

**GRANT OF SOFTWARE LICENSE**. This EULA grants you the following license:

You may use the SOFTWARE only on the DEVICE.

NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. APPLIANZ TECHNOLOGIES, INC. HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE DEVICE, AND MS HAS RELIED UPON APPLIANZ TECHNOLOGIES, INC. TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

NO WARRANTIES FOR THE SOFTWARE. THE SOFTWARE is provided "AS IS" and with all faults. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT (INCLUDING LACK OF NEGLIGENCE) IS WITH YOU. ALSO, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. IF YOU HAVE RECEIVED ANY WARRANTIES REGARDING THE DEVICE OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MS.

**Note on Java Support.** The SOFTWARE may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments regarding fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated MS to make this disclaimer.

No Liability for Certain Damages. EXCEPT AS PROHIBITED BY LAW, MS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE. THIS LIMITATION SHALL

APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MS BE LIABLE FOR ANY AMOUNT IN EXCESS OF U.S. TWO HUNDRED FIFTY DOLLARS (U.S. \$250.00).

**Limitations on Reverse Engineering, Decompilation, 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.

**SOFTWARE TRANSFER ALLOWED BUT WITH RESTRICTIONS.** You may permanently transfer rights under this EULA only as part of a permanent sale or transfer of the Device, and only if the recipient agrees to this EULA. If the SOFTWARE is an upgrade, any transfer must also include all prior versions of the SOFTWARE.

**EXPORT RESTRICTIONS.** You acknowledge that SOFTWARE is of US-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 country destination restrictions issued by U.S. and other governments. For additional information on exporting the SOFTWARE, see http://www.microsoft.com/exporting/.

You may not modify the Applianz system so that Windows XP Embedded displays a Start Menu or allows direct access to an Office productivity application.

#### 2. VMware Workstation

# END USER LICENSE AGREEMENT FOR VMWARE<sup>TM</sup>

Customer agrees to be bound by the following terms and conditions concerning the use of VMware software:

- 1. Open source software components provided with the VMware's software ("Product") are licensed to Customer under the terms of the applicable open source software license agreements or copyright notices contained at http://www.vmware.com/download/open\_sources.html. Customer acknowledges its obligation to review and be bound by such terms.
- 2. Customer shall use the Product for its internal information processing services and computing needs only and may not use the Product for any other purpose.
- 3. Customer will not copy the Product except for a reasonable number of machine-readable copies of the Product for backup or archival purposes.
- 4. Customer will not (i) sell, distribute or otherwise transfer the Product or permit use of the Product by any third party, (ii) modify or create derivative works based upon the Product; (iii) use the Product to provide services to third parties or on a hosting basis for its customers; or (iv) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Product, unless otherwise permitted by applicable law.
- 5. Title to the Product and all copies thereof (except for the media on which the copies may be fixed) remains with VMware or its licensors. Customer shall not remove any trademarks, copyright notices or other proprietary markings from the Product.
- 6. The Product is provided without warranty of any kind from VMware or its licensors directly to Customer. VMware and its licensors expressly disclaim the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties against infringement.
- 7. NEITHER VMWARE NOR ITS LICENSORS WILL BE LIABLE TO THE CUSTOMER FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS

INTERRUPTION, LOSS OF DATA, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

- 8. VMware may terminate this agreement upon Customer's breach, in which case Customer must destroy or return to VMware all copies of the Product.
- 9. Customer shall comply with the export laws and regulations of the United States and other governing jurisdictions.
- 10. The Product and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Product by the U.S. Government shall be governed solely by the terms of Company's agreement.

# **IPCop Firewall**

Customer agrees to be bound by the terms and conditions of the end user license agreement contained at https://sourceforge.net/softwaremap/trove\_list.php?form\_cat=15.

#### 4. vbXML

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- \* Copyright (c) 1998-2004 The OpenSSL Project. All rights reserved.
- \* Redistribution and use in source and binary forms, with or without
- \* modification, are permitted provided that the following conditions

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\*

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- \* 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.

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- \* This product includes cryptographic software written by Eric Young
- \* (eay@cryptsoft.com). This product includes software written by Tim
- \* Hudson (tjh@cryptsoft.com).

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\*/

# 6. Original SSLeay License

- /\* Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com)
- \* All rights reserved.

\*

\* This package is an SSL implementation written

- \* by Eric Young (eay@cryptsoft.com).
- \* The implementation was written so as to conform with Netscapes SSL.

\*

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

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- \* Copyright remains Eric Young's, and as such any Copyright notices in
- \* the code are not to be removed.
- \* If this package is used in a product, Eric Young should be given attribution
- \* as the author of the parts of the library used.
- \* This can be in the form of a textual message at program startup or
- \* in documentation (online or textual) provided with the package.

\*

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- \* modification, are permitted provided that the following conditions
- \* are met:
- \* 1. Redistributions of source code must retain the copyright
- \* notice, this list of conditions and the following disclaimer.
- \* 2. Redistributions in binary form must reproduce the above copyright
- \* notice, this list of conditions and the following disclaimer in the
- \* documentation and/or other materials provided with the distribution.
- \* 3. All advertising materials mentioning features or use of this software
- \* must display the following acknowledgement:
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- \* Eric Young (eay@cryptsoft.com)"
- \* The word 'cryptographic' can be left out if the rouines from the library
- \* being used are not cryptographic related :-).
- \* 4. If you include any Windows specific code (or a derivative thereof) from
- \* the apps directory (application code) you must include an acknowledgement:
- \* "This product includes software written by Tim Hudson (tjh@cryptsoft.com)"

\*

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- \* 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
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- \* SUCH DAMAGE.

\*

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- \* derivative of this code cannot be changed. i.e. this code cannot simply be
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- \* [including the GNU Public Licence.]

\*/

# 7. GNU LESSER GENERAL PUBLIC LICENSE

# GNU LESSER GENERAL PUBLIC LICENSE Version 2.1, February 1999

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[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.

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