# INCREDIBUILD SOFTWARE LTD. ("INCREDIBUILD")

# **PART A: Third Party Proprietary Software Components**

The following third party closed source (proprietary) and open source software components are provided by Incredibuild in conjunction with Incredibuild's provision of licenses to its proprietary software (the "Software") under a separate license agreement (the "License Agreement") with each licensee customer (the "Customer" or "you", your, and other derivatives thereof).

The following closed source (proprietary) third party software ("Third Party Proprietary Code") is subject to the terms and conditions of the License Agreement except as provided in this paragraph. Any additional terms and conditions specified below in respect of any specific Third Party Proprietary Code shall be deemed supplementary to the License Agreement. In the event of a conflict between the following terms and conditions and the License Agreement, the terms below shall prevail with respect to the applicable Third Party Proprietary Code. For the avoidance of any doubt, and notwithstanding anything to the contrary, Incredibuild, its suppliers and licensors disclaim all warranties and indemnities relating to the Third Party Proprietary Code, express or implied, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement. Each Third Party Proprietary Code component below may be used solely in conjunction with the use of the Software and not as a standalone product.

# 1. QuickLZ 1.31 License

http://www.quicklz.com/order.html

### 1. GRANT OF LICENSE

This commercial license lets you use QuickLZ version 1.0.0 to 1.9.9, both inclusive, for development within the company for any amount of closed source products and product titles with unlimited distribution/sales.

The license is persistent, non-exclusive and non-transferable.

The license does not cover derived or ported versions created by third parties under GPL.

The license does not need to be renewed if the amount of employees increases.

### 2. APPLICABLE LAW

This license shall be deemed to have been made in, and shall be construed pursuant to, the laws of Denmark.

3. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY

- 3.1. No warranties. To the maximum extent permitted by applicable law, the software is provided "as is" without warranty, express or implied, of any kind or nature, including, but not limited to, any warranties of performance or merchantability or fitness for a particular purpose.
- 3.2. No Liability for Consequential Damages. To the maximum extent permitted by applicable law, in no event shall licensor 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 pecuniary loss) arising out of the use or inability to use the software, even if licensor has been advised of the possibility of such damages.

## 4. LIMITED INTELLECTUAL PROPERTY INDEMNIFICATION

Licensor agrees that in the event of any actual or alleged infringement of any patent, copyright, trade secret, trademark, or other proprietary right arising out of licensee's use of the licensed software, licensor shall, at licensee's option and at no charge to licensee, (a) obtain a license so licensee may continue use of the software; (b) modify the software to avoid the infringement; (c) replace the software with a compatible, functionally equivalent and non-infringing product; or if these options are commercially unreasonable (d) refund to licensee the amount paid for the software. The foregoing states the entire set of obligations and remedies flowing between licensee and licensor arising from any intellectual property claim by a third party.

## 2. DynamicSkinForm VCL

http://www.almdev.com/about.html

# PART B: OPEN SOURCE SOFTWARE TERMS

The following third party software and third party open source software components are provided by Incredibuild in conjunction with the Incredibuild software. Each component is subject to its terms and conditions, as set forth below. The component versions stated in this notice represent the baseline versions at the time of package.json creation. At the moment of installation, the NPM (Node package manager) will install and update the components to the latest stable version (Minor version) available at that time in the NPM repository.

# **Incredibuild Windows Product**

# **Apache License, Version 2.0**

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: <a href="http://www.apache.org/licenses/LICENSE-2.0">http://www.apache.org/licenses/LICENSE-2.0</a>

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.

Full license terms are available below.

#	Component Name	Version and link to source code	Link to License	Copyright notice
1	Apache Xalanc 1.11	1.11	Apache License V2.0	Copyright (c) 1999-2012 The Apache Software Foundation
2	Apache Xerces 3.2.	3.2.2	Apache License V2.0	Copyright © 1999-2017 The Apache Software Foundation
3	Openssl	1.1.1m	Apache License V2.0	Copyright (c) 1998-2020 The OpenSSL Project  Copyright (c) 1995-1998 Eric A. Young, Tim J. Hudson
4	abseil	latest	Apache License 2.0	Copyright 2017-present The Abseil Authors
5	amqp-cpp	4.3.11	Apache License 2.0	Email sent to author
6	FlyRedis	1.1	Apache-2.0 License	
7	grpc	1.43.0	Apache License 2.0	Copyright 2014 gRPC authors.
8	prometheus	2.33.3	Apache License 2.0	Copyright 2012-2015 The Prometheus Authors
9	httpd	2.4	Apache License, V2.0	Copyright 2020 The Apache Software Foundation.

	swagger-codegen	2.4.24	Apache License 2.0	Copyright 2019 SmartBear Software
10				

## Mozilla Public License Version 1.1. or later

The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <a href="https://www.mozilla.org/MPL/">https://www.mozilla.org/MPL/</a>.

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

#	Component Name	Version and link to source code	Link to License	Copyright notice
11	TurboPowerLockB ox	1 2.07	Mozilla Public License v. 1.1	Copyright (c) 2002 TurboPower Software Co
12	FastMM	4.92	Mozilla Public License v. 1.1	Professional Software Development / Pierre le Riche

## **MIT License**

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

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

#	Component Name	Version and link to source code	Link to License	Copyright notice
13	Microsoft CPP REST SDK	141.2.10.12.1	MIT	Copyright (c) Microsoft Corporation
14	fortawesome/font awesome-svg- core"	1.2.30	<u>MIT</u>	Copyright 2018 Fonticons, Inc.
15	fortawesome/free -solid-svg-icons	<u>5.14.0</u>	MIT	Copyright 2018 Fonticons, Inc.
16	fortawesome/vue- fontawesome	0.1.10	MIT	Copyright 2018 Fonticons, Inc.
17	quasar/extras	<u>1.9.10</u>	MIT	Copyright (c) 2015-present Razvan Stoenescu
18	saeris/vue- spinners	1.0.8	MIT	Copyright (c) 2018 Drake Costa drake@saeris.io
19	axios	0.26.0	MIT	Copyright (c) 2014-present Matt Zabriskie & Collaborators
20	chart.js	<u>2.9.4</u>	MIT	Copyright (c) 2014-2022 Chart.js Contributors
21	core-js	3.6.5	<u>MIT</u>	Copyright (c) 2014-2022 Denis Pushkarev
22	css-loader	5.0.0	MIT	Copyright JS Foundation and other contributors
23	idle-vue	2.0.5	MIT	Copyright (c) 2017 Soixante circuits
24	jwt-decode	3.1.1	MIT	Copyright (c) 2015 Auth0, Inc. <support@auth0.com> (http://auth0.com)</support@auth0.com>
25	lodash	4.17.21	MIT	Copyright JS Foundation and other contributors <a "="" href="https://js.foundation&lt;/a&gt;&lt;/a&gt; Based on Underscore.js, copyright Jeremy Ashkenas, DocumentCloud and Investigative Reporters &amp; Editors &lt;a href=" http:="" underscorejs.org="">http://underscorejs.org/</a>
26	minimist	1.2.5	MIT	Copyright (c) JS Foundation and other contributors
27	moment	<u>2.29.1</u>	MIT	Copyright (c) JS Foundation and other contributors

28	moment-timer	1.3.0	MIT	Copyright (c) 2016
29	numeral	<u>2.0.6</u>	MIT	Copyright (c) 2016 Adam Draper
30	quasar	1.14.3	MIT	Copyright (c) 2015-present Razvan Stoenescu
31	register-service- worker	<u>1.7.1</u>	MIT	Copyright (c) 2013-present, Yuxi (Evan) You
32	Vue	<u>2.6.11</u>	MIT	Copyright (c) 2018-present, Yuxi (Evan) You
33	vue-axios	<u>2.1.5</u>	MIT	Copyright (c) 2016 Nguyen Quoc Anh
34	vue-chartjs	3.5.1	MIT	Copyright (c) 2016 Jakub Juszczak
35	vue-google-charts	0.3.3	MIT	
36	vue-grid-layout	2.3.8	<u>MIT</u>	Copyright (c) 2015 greyby
37	vue-i18n	8.23.0	MIT	Copyright (c) 2016 kazuya kawaguchi
38	vue-logger-plugin	1.0.0	MIT	Copyright (c) 2020 devtavern
39	vue-router	3.2.0	MIT	Copyright (c) 2013-present Evan You
40	vue-sidebar-menu	<u>4.7.1</u>	MIT	Copyright (c) 2018 yaminneco
41	vue-virtual- scroller	<u>1.0.10</u>	MIT	
42	vuebar	0.0.20	MIT	Copyright (c) 2017 Dominik Serafin
43	vuex	<u>3.4.0</u>	MIT	Copyright (c) 2015-present Evan You
44	bzip2	1.0.8	MIT	Copyright 2017 JFrog LTD
45	c-ares	1.17.2	MIT	Copyright (c) 2007 - 2018, Daniel Stenberg with many contributors, see AUTHORS file.  Copyright 1998 by the Massachusetts Institute of Technology
46	cpprestsdk	2.10.18	MIT	Copyright (c) Microsoft Corporation
47	efsw	1.2.0	MIT	Copyright (c) 2020 Martín Lucas Golini
48	http_parser	2.9.4	MIT	Copyright Joyent, Inc. and other Node contributors.
49	jwt-cpp	0.5.2	MIT	Copyright (c) 2018 Dominik Thalhammer
50	ms-gsl	<u>3.1.0</u>	MIT	Copyright (c) 2015 Microsoft Corporation. All rights reserved.

51	prometheus-cpp	1.0.0	MIT	Copyright (c) 2016-2021 Jupp Mueller Copyright (c) 2017-2022 Gregor Jasny  And many contributors, see https://github.com/jupp0r/prometheus-cpp/graphs/contributors
52	prometheus- windows- exporter	0.18.1	MIT	Copyright (c) 2016 Martin Lindhe
53	spdlog	<u>1.9.2</u>	MIT	Copyright (c) 2016 Gabi Melman.
54	taocpp-json	1.0.0-beta.13	MIT	Copyright (c) 2015-2022 Dr. Colin Hirsch and Daniel Frey
55	Fmt	8.0.1	MIT	Copyright (c) 2012 - present, Victor Zverovich

### **Boost software license**

# **Boost Software License**

Version 1.0 - August 17th, 2003 https://www.boost.org/LICENSE 1 0.txt

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

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, TITLE AND

NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

#	Component Name	Version and link to source code	Link to License	Copyright notice
56	b2	4.5.0	Boost Software License	Copyright 2018-2021 René Ferdinand Rivera Morell; Copyright 2006, 2014 Vladimir Prus
57	Boost	1.78.0	Boost Software License	The copyright notice is included in the Boost Software
58	catch2	2.13.7	Boost Software License	
59	expected-lite	0.5.0	Boost Software License	Email sent to author
60	optional-lite	3.4.0	Boost Software License	Email sent to author
61	string-view- lite	1.6.0	Boost Software License	Email sent to author
62	taocpp-pegtl	3.2.5	Boost Software License	
63	variant-lite	2.0.0	Boost Software License	

## **BSD 3-Clause License**

## **BSD 3-Clause License**

https://github.com/getsentry/sentry-javascript/blob/master/LICENSE

Copyright (c) 2018, Sentry All rights reserved.

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

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

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

Neither the name of the copyright holder 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 HOLDER 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.

#	Component	Version and link to	Link to License	Copyright notice
	Name	source code		

64	googletest	1.8	BSD	Copyright 2008, Google Inc. All rights reserved.
65	Gtest	1.11.0	BSD	Copyright 2008, Google Inc. All rights reserved.
66	re2	<u>NA</u>	BSD	Copyright (c) 2009 The RE2 Authors. All rights reserved.
67	Restinio	0.6.14	BSD	RESTinio - library for creating REST applications in c++. Copyright (c) 2017-2022 Stiffstream <info at="" com="" dot="" stiffstream="">. All rights reserved.</info>
68	Ararat Synapse	<u>38</u> v	BSD	Email sent to author

## **BSD 2-Clause "Simplified" License**

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

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

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 HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, 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.

#	Component Name	Version and link to source code	Link to License	Copyright notice
69	nasm	2.15.05	BSD	©1996-2015 The NASM development team

	picojson		BSD	Copyright 2009-2010 Cybozu Labs, Inc.
70				Copyright 2011-2014 Kazuho Oku
		<u>NA</u>		All rights reserved.

				Other Licenses
#	Component	Version	Link to	Copyright notice +additional notifications
	Name	and link to source code	License	
				Copyright 2014 Yahoo! Inc.
				* 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.
71				* Neither the name of the Yahoo! Inc. nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.
				THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL YAHOO! INC. BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR
			https://github.c	CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
			om/yahoo/seri alize-	LOSS OF USE, DATA, OR PROFITS; OR BUSINESS
			javascript/blob	INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY
	serialize-		/main/LICENS	OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY,
	javascript	4.0.0	<u>E</u>	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.
	LicenseSpri ng.NetSDK	7.6.1		Copyright (C) 2020-2021 by Cense Data Inc. support@licensespring.com
			https://www.n uget.org/packa ges/LicenseSp ring.NetSDK/7 .6.1/License	Permission to use, copy, and/or distribute the binary of this software for any purpose
				with or without fee is hereby granted.
				THE SOFTWARE IS PROVIDED "AS IS" AND THE AUTHOR DISCLAIMS ALL WARRANTIES WITH
72				REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND
				FITNESS. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY SPECIAL, DIRECT,
				INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS
				OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER
				TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF

				THIS SOFTWARE
73	SQLite	3.7.15	Public Domain	N/A
	protobuf	3.17.1	https://github.c om/protocolbu	Copyright 2008 Google Inc. All rights reserved.
			ffers/protobuf/ blob/master/LI CENSE	Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
				<ul> <li>Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.</li> <li>Redistributions in binary form must reproduce the above</li> </ul>
				copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided
				with the distribution.  * Neither the name of Google Inc. nor the names of its
74				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
75	redis	3.0.504	https://github.c om/microsofta rchive/redis/bl ob/win- 3.0.504/COPY ING	Copyright (c) 2006-2015, Salvatore Sanfilippo All rights reserved.  Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:  * Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.  * Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.  * Neither the name of Redis 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
	websocketpp	0.8.2	https://github.c	Main Library:
			om/zaphoyd/w	
			ebsocketpp/blo	Copyright (c) 2014, Peter Thorson. All rights reserved.
			<u>b/0.8.2/COPYI</u>	
			NG	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 convright
				Redistributions of source code must retain the above copyright
				notice, this list of conditions and the following disclaimer.  * Redistributions in binary form must reproduce the above
				copyright notice, this list of conditions and the following disclaimer in
				the documentation and/or other materials provided with the
				distribution.
				* Neither the name of the WebSocket++ Project nor the names of
				its contributors may be used to endorse or promote products derived
76				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 PETER THORSON 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)
				of for (medobito redefice of office wise)

ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## Bundled Libraries:

\*\*\*\*\* Base 64 Library (base64/base64.hpp) \*\*\*\*\*

base64.hpp is a repackaging of the base64.cpp and base64.h files into a single header suitable for use as a header only library. This conversion was done by Peter Thorson (webmaster@zaphoyd.com) in 2012. All modifications to the code are redistributed under the same license as the original, which is listed below. base64.cpp and base64.h Copyright (C) 2004-2008 René Nyffenegger

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

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

- 1. The origin of this source code must not be misrepresented; you must not claim that you wrote the original source code. If you use this source code 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 source code.
- 3. This notice may not be removed or altered from any source distribution.

René Nyffenegger rene.nyffenegger@adp-gmbh.ch

\*\*\*\*\* SHA1 Library (sha1/sha1.hpp) \*\*\*\*\*

sha1.hpp is a repackaging of the sha1.cpp and sha1.h files from the shallsha1 library (http://code.google.com/p/smallsha1/) into a single header suitable for use as a header only library. This conversion was done by Peter Thorson (webmaster@zaphoyd.com) in 2013. All modifications to the code are redistributed under the same license as the original, which is listed below.

Copyright (c) 2011, Micael Hildenborg All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- \* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- \* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- \* Neither the name of Micael Hildenborg 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 Micael Hildenborg "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 Micael Hildenborg 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.

\*\*\*\*\*\* MD5 Library (common/md5.hpp) \*\*\*\*\*\* md5.hpp is a reformulation of the md5.h and md5.c code from http://www.opensource.apple.com/source/cups/cups-59/cups/md5.c to allow it to function as a component of a header only library. This conversion was done by Peter Thorson (webmaster@zaphoyd.com) in

2012 for the WebSocket++ project. The changes are released under the same license as the original (listed below)

Copyright (C) 1999, 2002 Aladdin Enterprises. All rights reserved.

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.
- L. Peter Deutsch ghost@aladdin.com

\*\*\*\*\* UTF8 Validation logic (utf8\_validation.hpp) \*\*\*\*\*
utf8\_validation.hpp is adapted from code originally written by Bjoern
Hoehrmann

The original license:

Copyright (c) 2008-2009 Bjoern Hoehrmann <br/> sjoern@hoehrmann.de>

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.
	zlib	1.2.11	https://zlib.net/zlib_license.html	Copyright (C) 1995-2022 Jean-loup Gailly and Mark Adler  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.
77				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.

## **Apache License**

## Version 2.0, January 2004

# http://www.apache.org/licenses/

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

## 1. Definitions.

- "License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.
- "Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.
- "Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.
- "You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.
- "Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.
- "Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.
- "Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).
- "Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.
- "Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."
- "Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

- **2. Grant of Copyright License**. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.
- 3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.
- **4. Redistribution**. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
  - 1. You must give any other recipients of the Work or Derivative Works a copy of this License; and
  - 2. You must cause any modified files to carry prominent notices stating that You changed the files; and
  - 3. 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
  - 4. If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.
    - You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.
- **5. Submission of Contributions**. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
- **6. Trademarks**. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
- 7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without

limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

- **8.** Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.
- 9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

# APPENDIX: How to apply the Apache License to your work

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

Copyright [yyyy] [name of copyright owner]

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

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

# **Mozilla Public License Version 1.1**

https://www.mozilla.org/en-US/MPL/1.1/

## 1. Definitions.

### 1.0.1. "Commercial Use"

means distribution or otherwise making the Covered Code available to a third party.

### 1.1. "Contributor"

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

#### 1.2. "Contributor Version"

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

### 1.3. "Covered Code"

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

## 1.4. "Electronic Distribution Mechanism"

means a mechanism generally accepted in the software development community for the electronic transfer of data.

### 1.5. "Executable"

means Covered Code in any form other than Source Code.

## 1.6. "Initial Developer"

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

## 1.7. "Larger Work"

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

# 1.8. "License"

means this document.

### 1.8.1. "Licensable"

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

## 1.9. "Modifications"

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

- a. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.
- b. Any new file that contains any part of the Original Code or previous Modifications.

# 1.10. "Original Code"

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

# 1.10.1. "Patent Claims"

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

### 1.11. "Source Code"

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

## 1.12. "You" (or "Your")

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

## 2. Source Code License.

## 2.1. The Initial Developer Grant.

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

- a. under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and
- b. under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).
- c. the licenses granted in this Section 2.1 (a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.
- d. Notwithstanding Section 2.1 (b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

### 2.2. Contributor Grant.

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

- a. under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and
- b. under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by

- that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).
- c. the licenses granted in Sections 2.2 (a) and 2.2 (b) are effective on the date Contributor first makes Commercial Use of the Covered Code.
- d. Notwithstanding Section 2.2 (b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

# 3. Distribution Obligations.

### 3.1. Application of License.

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

# 3.2. Availability of Source Code.

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

## 3.3. Description of Modifications.

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

# 3.4. Intellectual Property Matters

# (a) Third Party Claims

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

# (b) Contributor APIs

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

## (c) Representations.

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

## 3.5. Required Notices.

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

### 3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Sections 3.1, 3.2, 3.3, 3.4 and 3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

### 3.7. Larger Works.

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

# 4. Inability to Comply Due to Statute or Regulation.

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

## 5. Application of this License.

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

### 6. Versions of the License.

### 6.1. New Versions

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

### 6.2. Effect of New Versions

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

### 6.3. Derivative Works

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

### 7. DISCLAIMER OF WARRANTY

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

#### 8. Termination

- 8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.
- 8.2. If You initiate litigation by asserting a patent infringement claim (excluding declatory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:
  - a. such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.
  - b. any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

- 8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.
- 8.4. In the event of termination under Sections <u>8.1</u> or <u>8.2</u> above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

### 9. LIMITATION OF LIABILITY

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

## 10. U.S. government end users

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

### 11. Miscellaneous

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

## 12. Responsibility for claims

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

# 13. Multiple-licensed code

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the MPL or the alternative licenses, if any, specified by the Initial Developer in the file described in <a href="Exhibit A">Exhibit A</a>. Exhibit A - Mozilla Public License.

"The contents of this file are subject to the Mozilla Public License

Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at https://www.mozilla.org/MPL/

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is
The Initial Developer of the Original Code is are Copyright (C)  Portions created by All Rights Reserved.
Contributor(s):
Alternatively, the contents of this file may be used under the terms of the license (the "[] License"), in which case the provisions of [] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [] License and not to allow others to use your version of this file under the MPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [] License. If you do not delete the provisions above, a recipient may use your version of this file under either the MPL or the [] License."

NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.