

# Software-Nutzungsbedingungen Hoffrogge GmbH

## § 1 Geltung dieser Nutzungsbedingungen

1. Die nachstehenden Nutzungsbedingungen gelten für von der Hoffrogge GmbH (nachstehend: „Hoffrogge“), Am Spascher See 2, 27793 Wildeshausen, ihren Vertragspartnern (nachstehend: „Kunden“) die jeweils vereinbarungsgemäß zum Gebrauch überlassene Software Data Manager, Range Finder®, Range Adapter, Shelf Maker®, Store Maker®, Season Maker, Kundenspieker und/oder Mobile App Shopper Activation Mobile (SAM®) sowie die jeweils vereinbarungsgemäß zum Gebrauch zugänglich gemachten, web-basierten Anwendungen Shelf Organiser®, KPI-Cockpit und Query Builder (nachfolgend sämtlich auch einheitlich „Lizenz-Software“).
2. Die nachstehenden Bedingungen gelten ausschließlich im Geschäftsverkehr mit Unternehmern, d.h. natürlichen oder juristischen Personen oder rechtsfähigen Personengesellschaften, die bei Abschluss des Vertrags in Ausübung ihrer gewerblichen oder selbstständigen Tätigkeit handeln (§ 14 Abs. 1 BGB), sowie ferner für juristische Personen des öffentlichen Rechts und öffentlich-rechtliche Sondervermögen. Sie gelten nicht für Verbraucher im Sinne des § 13 BGB.
3. Von diesen Nutzungsbedingungen abweichende Vereinbarungen sind nur wirksam, sofern sie schriftlich von uns besonders bestätigt werden.
4. Hoffrogge ist berechtigt, diese Software-Nutzungsbedingungen zu ändern. Änderungen dieser Software-Nutzungsbedingungen werden dem Kunden mindestens sechs Wochen vor ihrem Inkrafttreten schriftlich oder in Textform (z.B. per E-Mail) unter Angabe von Inhalt und Zeitpunkt der Vertragsänderung sowie dem nachfolgend beschriebenen Kündigungsrecht mitgeteilt. Ändert Hoffrogge diese Software-Nutzungsbedingungen einseitig, kann der Kunde den Vertrag ohne Einhaltung einer Kündigungsfrist und ohne Kosten kündigen, es sei denn, die Änderungen sind
  - a) ausschließlich zum Vorteil des Kunden,
  - b) rein administrativer Art (einschließlich solcher im Sinne des § 3 Ziff. 7) und haben keine negativen Auswirkungen auf den Kunden oder
  - c) aufgrund gesetzlicher Änderungen erforderlich.

Die Kündigung kann innerhalb von drei Monaten ab dem Zeitpunkt erklärt werden, in dem die Unterrichtung von Hoffrogge über die Änderung dieser Software-Nutzungsbedingungen dem Kunden zugeht. Der Vertrag kann durch die Kündigung frühestens zu dem Zeitpunkt beendet werden, zu dem die Vertragsänderung wirksam werden soll.

## § 2 Nutzungsrechtseinräumung an der Lizenz-Software

1. Hoffrogge räumt dem Kunden an der jeweils vertragsgegenständlichen, dem Kunden überlassenen und/oder zugänglich gemachten Lizenz-Software ein einfaches (nicht ausschließliches), zeitlich auf die vereinbarte Nutzungsdauer beschränktes, nicht übertragbares und nicht sublizenzierbares Recht zur Nutzung für eigene unternehmensinterne Zwecke des Kunden ein. Alle Datenverarbeitungsgeräte, auf denen und/oder über welche die Lizenz-Software genutzt wird, müssen sich in unmittelbarem Besitz des Kunden befinden. Die Benutzungsmöglichkeit darf jeweils höchstens an der vertraglich vereinbarten Anzahl von Arbeitsplätzen zur Verfügung stehen. Nutzungsberechtigt ist ausschließlich die jeweils vereinbarte Anzahl vom Kunden namentlich benannter Nutzer („Named User“) oder – wenn und soweit die Nutzung durch nicht benannte gleichzeitige Nutzer („Concurrent User“) ausdrücklich vereinbart ist – die vereinbarte Anzahl von Concurrent Usern. Entsprechende Named User und Concurrent User dürfen nur natürliche Personen sein, die mit dem Kunden in einem Dienst-, Arbeits- oder Ausbildungsverhältnis stehen. Hoffrogge stellt dem Kunden für die jeweils vereinbarte Zahl von Nutzern eine Zugangsmöglichkeit in Form persönlicher Zugangsdaten zur Verfügung.
2. Die dem Kunden eingeräumten Nutzungsrechte an ihm überlassener Lizenz-Software beschränken sich jeweils auf die Lizenz-Software im Objekt-Code und umfassen nicht das Recht, Abänderungen, Bearbeitungen oder andere Umgestaltungen der Lizenz-Software vorzunehmen. Unzulässig ist insbesondere die Rückübersetzung des überlassenen Programm-Codes in andere Code-Formen (Dekompilierung) sowie sonstige Arten der Rückerschließung der verschiedenen Herstellungsstufen der Lizenz-Software (Reverse-Engineering); § 69e UrhG bleibt, soweit nicht abdingbar, unberührt.
3. Überlässt Hoffrogge dem Kunden Nachbesserungen (z.B. Patches oder Updates) oder eine neue Version der Lizenz-Software (z.B. Upgrades auf neue Versionen), die die zuvor überlassene Lizenz-Software ersetzen, unterliegen entsprechende Nachbesserungen/neue Versionen diesen Nutzungsbedingungen. Stellt Hoffrogge dem Kunden Nachbesserungen/neue Versionen der Lizenz-Software zur Verfügung, so erlöschen in Bezug auf die jeweilige Vorversion die Nutzungsrechte des Kunden auch ohne ausdrückliches Rückgabeverlangen von Hoffrogge, sobald der Kunde die neue Lizenz-Software installiert, spätestens jedoch binnen zwei Wochen seit Überlassung der jeweiligen Nachbesserung/neuen Version, die daher jeweils unverzüglich vom Kunden zu installieren ist, soweit nicht eine automatische Aktualisierung erfolgt.
4. Der Kunde hat keinen Anspruch auf Überlassung oder Zugänglichmachung (Download) von Vervielfältigungsstücken der web-basierten Lizenz-Software Shelf Organiser®, KPI-Cockpit und Query Builder. Web-basierte Lizenz-Software wird für die jeweils vereinbarten Benutzer stets nur über das Internet zum Gebrauch über aktuelle handelsübliche, auf Client-Rechnern des Kunden installierte Webbrowser zugänglich gemacht und setzt die ordnungsgemäße Anmeldung der jeweiligen Benutzer voraus.
5. Die dem Kunden jeweils vereinbarungsgemäß zum Gebrauch zu überlassende Software Range Finder®, Range Adapter, Shelf Maker® und/oder Store Maker® wird Hoffrogge dem Kunden jeweils auf handelsüblichem Datenträger oder zum Download zur Installation auf entsprechenden Client-Rechnern für die jeweils vereinbarte Anzahl von Named- oder ggf. Concurrent-Usern überlassen. Entsprechendes gilt für die ggf. vertragsgegenständliche Mobile App SAM von Hoffrogge, die dem Kunden zur Installation auf der jeweils vereinbarten Zahl und Art mobiler Endgeräte für die vereinbarten Nutzer überlassen wird.
6. Mit der Einräumung von Nutzungsrechten an der Lizenz-Software erwirbt der Kunde weder an dieser noch an ggf. sonst von Hoffrogge überlassenen und/oder zugänglich gemachten Inhalten, Daten und sonstigen Materialien irgendwelche Ausschließlichkeitsrechte (Exklusivrechte). Alle Urheberrechte und sonstigen Rechte an der Lizenz-Software sowie jeglichen Inhalten, Daten und sonstigen Materialien von Hoffrogge bleiben vorbehalten.
7. Von Hoffrogge überlassene Unterlagen zur Benutzung der Lizenz-Software dürfen nur für betriebsinterne Zwecke kopiert und genutzt werden.
8. Zusammen mit der Überlassung von Lizenz-Software, die dem Kunden zur Installation auf dessen Rechnern überlassen wird, werden ggf. auch solche Fremd-Software-Komponenten überlassen, die in Anlage A nebst den für diese jeweils anwendbaren Lizenzbedingungen jeweils im Einzelnen in Anlage B aufgeführt sind. Die in der Anlage B enthaltenen Lizenzbedingungen gehen in ihrem Anwendungsbereich solchen Bestimmungen dieser Hoffrogge-Lizenzbedingungen vor, deren Geltung anderenfalls der Nutzung der entsprechenden Fremd-Software-Komponenten durch den Kunden entgegenstehen oder diese ausschließen würde. Für die Änderung der Anlagen A und B durch Hoffrogge infolge von Änderungen der Verwendung neuer oder geänderter Drittsoftwarekomponenten oder des Wegfalls solcher Komponenten gilt § 1 Ziff. 4.

### § 3 Leistungsbeschreibungen, Verfügbarkeit

1. Die Eigenschaften der jeweils vertragsgegenständlichen Lizenz-Software von Hoffrogge sowie die Anforderungen an die vom Kunden jeweils einzusetzende, dem aktuellen Stand der Technik entsprechende Systemumgebung (Hardware, Betriebssystem-Software, ggf. Anwendungs-Software Dritter, Browser-Versionen und dgl.) ergeben sich aus den von Hoffrogge zum Zeitpunkt des jeweiligen Vertragsabschlusses über deren Lizenzierung maßgeblichen Leistungsbeschreibungen. Unberührt bleiben Rechte von Hoffrogge zu Änderungen der Lizenz-Software nach Ziff. 7.
2. Web-basierte Lizenz-Software von Hoffrogge ist durchgehend 24 Stunden, sieben Tage die Woche einsatzfähig mit einer Verfügbarkeit von 99 % im Jahresmittel. Entsprechendes gilt für Systeme von Hoffrogge, die ggf. vertragsgemäß zum Fernzugriff (z.B. Bereitstellung des Internet-basierten Dienstes „CM Toolkit Web-Service“ unter der Adresse <https://cmtoolkit.hoffrogge.com>) durch den Kunden über andere als web-basierte Lizenz-Software bereitgestellt werden. Hiervon ausgenommen sind Ausfallzeiten durch Wartung und Software-Updates sowie Zeiten, in denen die Plattform auf Grund von technischen oder sonstigen Problemen, die nicht von Hoffrogge verursacht wurden, wie insbesondere in Fällen höherer Gewalt, des Verschuldens Dritter, Störungen auf Seiten des internen Netzwerks oder des ISP (Internet Service Providers) des Kunden oder Einschränkung des Internet-Zugangs auf Computern des Kunden durch fehlerhafte Konfiguration oder durch nicht durch Hoffrogge installierte Software und Hardware-Komponenten (z.B. Firewall, Virens Scanner, VPN-Lösungen und andere) oder Nichterfüllung der von Hoffrogge definierten Systemvoraussetzung (z.B. Hardware-Eigenschaften, Betriebssystemversion und Internet-Browser-Version) über das Internet nicht zu erreichen ist. Als „erreichbar“ gilt eine generelle Verfügbarkeit des Server-Dienstes „<https://cmtoolkit.hoffrogge.com>“ über dem Internet über einen Computer, der für einen uneingeschränkten Internet-Zugriff und über einen handelsüblichen und dem Stand der Technik entsprechenden Browser (Internet Explorer, Firefox, Safari) eingerichtet ist. Die Erreichbarkeit gilt als gegeben, wenn Hoffrogge eine HTTPS-Anforderung über einen Client-Computer über das Internet an den Server von Hoffrogge senden kann, sofern die Anforderung entweder durch eine HTTPS-Antwortnachricht beantwortet wird oder wenn die Daten an eine für den Empfang vorgesehene Middleware-Anwendung weitergeleitet werden und dies jeweils innerhalb von nicht mehr als 120 Sekunden erfolgt. Dem Kunden bleibt der Nachweis vorbehalten, dass der Web-Service gleichwohl nicht erreichbar ist.
3. Unterbrechungen der Verfügbarkeit, Übertragungsverzögerungen und andere Fehler der webbasierten und sonstigen Lizenzprogramme, die Hoffrogge zu vertreten hat (nachfolgend "Störungen" genannt), sind wie folgt zu klassifizieren:
  - a) Unwesentliche Störungen:
    - Kosmetische Fehler (Rechtschreibfehler auf dem Bildschirm oder im Ausdruck, visuelle Fehler auf dem Bildschirm)
    - Geringe Unannehmlichkeiten (zusätzliche Mausclicks erforderlich, wenige Sekunden Wartezeit)
    - Fehler mit geringer Auswirkung (z. B. Anzeige fehlerhafter Werte bei korrekten Ergebnissen)
    - Fehler mit bestehenden Workarounds (Schritte zum Erreichen eines gewünschten Ziels mit zusätzlichen Mausclicks / Eingaben)
  - b) Wesentliche Störungen
    - Reproduzierbare Fehler in den Berechnungsergebnissen
    - Fehler bei der Erzeugung der Bildschirm- oder Druckausgabe
    - Unmöglichkeit der Öffnung einzelner Verkaufseinrichtungen zur Flächenoptimierung
    - Signifikante Leistungseinschränkungen (Wartezeiten von mehr als 2 Minuten bei einfachen Aufgaben, Wartezeiten von mehr als 30 Minuten bei Batch-Aufgaben (pdf-Erstellung))
  - c) Kritische Störungen:
    - Die Anwendung kann nicht gestartet werden
    - Die Anwendung stürzt ab (reproduzierbar)
    - Unmöglichkeit der Durchführung von wesentlichen Anwendungsfällen (Flächenoptimierung insgesamt unmöglich, Planogramme lassen sich nicht anzeigen usw.)
    - Reproduzierbare Fehler in den Berechnungsergebnissen
    - Der Webservice ist nicht erreichbar
4. Hoffrogge erbringt nur 2nd und 3rd Level-Support, d.h. Hoffrogge wird nur auf Störungen reagieren, die von einer begrenzten Anzahl benannter Key-User und Systemadministratoren gemeldet werden, die gesondert zwischen den Parteien vereinbart wurden. Hoffrogge wird auf Störungsmeldungen der jeweiligen Key-User / Systemadministratoren, die über das Hoffrogge Online Ticket System (verfügbar unter <https://support.hoffrogge.com/servicedesk>) während der üblichen Geschäftszeiten von Hoffrogge (Montag bis Freitag von 8.00 bis 17.00 Uhr MESZ, ausgenommen Feiertage in Niedersachsen und Samstage, nachfolgend "Servicezeiten" genannt) eingehen, innerhalb der folgenden, über die Servicezeiten zu berechnenden Fristen reagieren:
  - a) Unwesentliche Störungen: Zwei Werktage
  - b) Wesentliche Störungen: Ein Werktag
  - c) Kritischen Störungen: Vier Stunden
5. Störungen von anderer als webbasierter Lizenz-Software (z. B. lizenzierte Software, die auf Client-Computern des Kunden installiert oder auf Servern des Kunden gehostet wird) werden durch Überlassung von zur Störungsbeseitigung erforderlicher Patches, Bug Fixes, Betafixes, Betaupdates, Service Packs, Updates oder anderen neuen Versionen behoben. Die Überlassung erfolgt nach Wahl von Hoffrogge per E-Mail, durch Zurverfügungstellung zum Download oder durch Überlassung auf handelsüblichen Datenträgern.
6. Der Kunde hat nach besten Kräften an der Störungsermittlung und -beseitigung mitzuwirken. Diese Mitwirkungsverpflichtung beinhaltet insbesondere (i) die Verpflichtung, Hoffrogge unverzüglich über alle Störungen zu unterrichten und so detailliert wie möglich die Symptome der jeweiligen Störung zu beschreiben, (ii) den Vorgaben von Hoffrogge bei der Störungsermittlung und -beseitigung nachzukommen, und (iii) Hoffrogge Änderungen an eigenen IT-Systemen zu melden, die in Verbindung mit Hoffrogges Webservice verwendet werden. Der Kunde muss einen eigenen technischen Ansprechpartner benennen, der Zugriff auf das betroffene Client-System (remote oder physisch) hat. Hoffrogge ist berechtigt, insbesondere folgende Informationen und Materialien anzufordern:
  - a) Störungsbericht mit detaillierter Beschreibung der Störung einschließlich:
    - Zeit und Datum
    - Benutzer
    - Plattform (OS, Version)
    - Ausgangsnummer (falls zutreffend)
    - Erwartetes Ergebnis
    - Tatsächliche Ergebnis
  - b) Netzwerktest: Hoffrogge kann verlangen, die Netzwerkkonnektivität unter Verwendung hierfür üblicher Mittel auf der Client-Plattform zu testen (z. B. Ping, Webbrowser usw.)

- c) Bildschirmfotos, welche die Störung dokumentieren
  - d) Lokale Logfiles der Software, Übermittlung per E-Mail
7. Hoffrogge behält sich vor, Lizenz-Softwarekomponenten (einschließlich Drittsoftwarekomponenten) jederzeit zu ändern und/oder auszutauschen, soweit dies
- a) zur Aufrechterhaltung der Vertragsgemäßheit der Lizenz-Software, insbesondere zur Fehlerbehebung oder aus Sicherheitsgründen,
  - b) zur Produktverbesserung, insbesondere zur Erhöhung der Nutzerfreundlichkeit oder der Leistungsfähigkeit der Lizenz-Software, oder
  - c) zur Einhaltung gesetzlicher Vorschriften
- erforderlich und für den Kunden mit keinen Mehrkosten verbunden ist.

#### **§ 4 Anzeige-, Sicherungs- und Obhutspflichten des Kunden, Bild-, Artikel und Stammdaten, personenbezogene Daten**

1. Der Kunde ist verpflichtet, Hoffrogge Fehler (Mängel, Störungen) der Lizenz-Software unverzüglich zu melden. Er wird hierbei die Hinweise von Hoffrogge zur Problemanalyse im Rahmen des ihm Zumutbaren berücksichtigen und alle ihm vorliegenden, für die Beseitigung des Mangels erforderlichen Informationen an Hoffrogge weiterleiten. Er hat insoweit insbesondere im Rahmen des Möglichen und Zumutbaren Fehlersymptome, Einsatzbedingungen, vorangegangene Eingaben und betroffene Arbeitsplätze mitzuteilen.
2. Der Kunde hat regelmäßige Sicherungen aller lizenzierten Programme und der von diesen verarbeiteten Daten nach dem jeweils aktuellen Stand der Technik durchzuführen, soweit diese nicht ausschließlich als Web-Anwendung auf Systemen von Hoffrogge gespeichert sind.
3. Der Kunde hat geeignete Vorkehrungen zu treffen, um ihm überlassene Lizenz-Software vor dem unbefugten Zugriff Dritter zu schützen. Er wird die Originaldatenträger und von ihm im Rahmen seiner allgemeinen Datensicherung erstellte Sicherungskopien der Lizenz-Software sowie die Dokumentation an einem gesicherten Ort verwahren. Er wird seine Arbeitnehmer und die sonstigen gem. § 2 Ziff. 1 zur unselbständigen Nutzung berechtigten Personen darauf hinweisen, dass die Anfertigung von Kopien über den vertragsmäßigen Umfang hinaus unzulässig ist.
4. Der Kunde steht dafür ein, dass von ihm zum Zwecke oder im Rahmen der Nutzung von Lizenz-Software oder der Inanspruchnahme sonstiger Dienste von Hoffrogge auf Systemen von Hoffrogge gespeicherten oder Hoffrogge in andere Weise übermittelten Bild-, Artikel-, Stammdaten oder andere Inhalte (nachstehend nur „Inhalte“) frei von Rechten Dritter sind. Der Kunde hält Hoffrogge von allen entgegenstehenden Rechten Dritter an entsprechenden Inhalten frei und erstattet Hoffrogge alle Schäden und Aufwendungen, die Hoffrogge aus einer Inanspruchnahme Dritter wegen der Verletzung der diesen zustehenden Rechte entstehen.

#### **§ 5 Rechte des Kunden bei Sachmängeln**

1. Hoffrogge wird Mängel an der überlassenen Lizenz-Software einschließlich der Dokumentation beheben. Die Behebung von Mängeln erfolgt nach Wahl von Hoffrogge durch kostenfreie Nachbesserung oder Ersatzlieferung.
2. Eine Kündigung des Kunden gem. § 543 Abs. 2 Satz 1 Nr. 1 BGB wegen Nichtgewährung des vertragsgemäßen Gebrauchs ist erst zulässig, wenn Hoffrogge ausreichende Gelegenheit zur Mängelbeseitigung gegeben wurde und diese fehlgeschlagen ist. Von einem Fehlschlagen der Mängelbeseitigung ist erst auszugehen, wenn diese unmöglich ist, wenn sie von Hoffrogge verweigert oder in unzumutbarer Weise verzögert wird, wenn begründete Zweifel bezüglich der Erfolgsaussichten bestehen oder wenn aus anderen Gründen eine Unzumutbarkeit für den Kunden gegeben ist.
3. Die Rechte des Kunden wegen Mängeln sind ausgeschlossen, soweit dieser ohne Zustimmung von Hoffrogge Änderungen an der Lizenz-Software vornimmt oder vornehmen lässt.
4. Erbringt Hoffrogge Leistungen bei Fehlersuche oder -beseitigung, ohne hierzu verpflichtet zu sein, so kann Hoffrogge hierfür eine Vergütung entsprechend ihrer üblichen Sätze verlangen. Das gilt insbesondere, wenn ein Mangel nicht nachweisbar oder Hoffrogge nicht zuzurechnen ist. Zu vergüten ist außerdem der Mehraufwand auf Seiten von Hoffrogge, der dadurch entsteht, dass der Kunde ihm obliegenden Mitwirkungspflichten nicht oder nicht ordnungsgemäß nachgekommen ist.

#### **§ 6 Rechte des Kunden bei Rechtsmängeln**

1. Hoffrogge wird den Kunden gegen alle Ansprüche verteidigen, die innerhalb der gesetzlichen Verjährungsfrist für Rechtsmängel aus einer Verletzung eines gewerblichen Schutzrechts oder Urheberrechts durch die vertragsgemäß genutzte Lizenz-Software hergeleitet werden. Für Schäden aufgrund von Rechtsmängeln, insbesondere dem Kunden gerichtlich auferlegte Kosten und Schadenersatzbeträge haftet Hoffrogge nur, sofern der Kunde Hoffrogge von solchen Ansprüchen unverzüglich schriftlich benachrichtigt hat und Hoffrogge alle Abwehrmaßnahmen und Vergleichsverhandlungen vorbehalten hat.
2. Sind gegen den Kunden Ansprüche gemäß Ziffer 1 geltend gemacht worden oder zu erwarten, kann Hoffrogge die Lizenz-Software auf eigene Kosten in einem für den Kunden zumutbaren Umfang ändern oder austauschen. Ist dies oder die Erwirkung eines Nutzungsrechts mit angemessenem Aufwand nicht möglich, richten sich die Rechte des Kunden nach der entsprechend anzuwendenden Bestimmung des § 5.
3. Hoffrogge hat keine Verpflichtungen, falls die Ansprüche gemäß Ziff. 1 auf vom Kunden bereitgestellten Programmen, Daten oder darauf beruhen, dass die Lizenz-Software nicht in einer gültigen, unveränderten Originalfassung oder unter anderen als den vertragsgemäßen Einsatzbedingungen genutzt wird.

#### **§ 7 Haftungsbeschränkungen**

1. Hoffrogge haftet für zu vertretende Schäden (einschließlich vergeblicher Aufwendungen) des Kunden - gleich aus welchem Rechtsgrund - nur, sofern die Schäden vorsätzlich oder grob fahrlässig verursacht wurden, sie die Folge des Nichtvorhandenseins einer garantierten Beschaffenheit der Leistung sind, sie auf einer schuldhaften Verletzung vertragswesentlicher Pflicht (siehe Ziff. 2) beruhen, sie die Folge einer schuldhaften Verletzung der Gesundheit, des Körpers oder Lebens sind oder für die eine Haftung nach dem Produkthaftungsgesetz vorgesehen ist. Im Falle einer lediglich fahrlässigen Verletzung einer wesentlichen Vertragspflicht (siehe Ziff. 2) ist die Haftung von Hoffrogge jedoch beschränkt auf solche Schäden, mit deren Entstehung im Rahmen der Erbringung der vereinbarten Leistungen typischerweise und vorhersehbar gerechnet werden muss. Diese Beschränkung gilt nicht, soweit Schäden die Folge einer Verletzung der Gesundheit, des Körpers oder des Lebens sind.

2. Wesentliche Vertragspflichten sind solche vertraglichen Pflichten, deren Erfüllung die ordnungsgemäße Durchführung des Vertrages überhaupt erst ermöglichen und auf deren Einhaltung der Kunde regelmäßig vertrauen darf, und deren Verletzung auf der anderen Seite die Erreichung des Vertragszwecks gefährdet.
3. Im Übrigen ist die Haftung von Hoffrogge unabhängig vom Rechtsgrund ausgeschlossen.
4. Die Haftungsbeschränkungen gem. Ziff. 1 bis 3 gelten sinngemäß auch zu Gunsten der Mitarbeiter und Beauftragten von Hoffrogge.
5. Unberührt bleiben weitergehende Haftungsbeschränkungen und –ausschlüsse nach individuell zwischen Hoffrogge und dem Kunden geschlossenen Rahmen- und Einzelverträgen.

#### **§ 8 Lizenzdauer, Beendigung des Lizenzverhältnisses**

1. Soweit zwischen den Parteien nichts Abweichendes vereinbart ist, beginnt die initiale Vertragslaufzeit mit Überlassung bzw. Zugänglichmachung der jeweils vertragsgegenständlichen Lizenz-Software (das jeweils frühere Datum ist maßgebend) und endet mit Ablauf des Kalenderjahres, in dem die Überlassung bzw. Zugänglichmachung erfolgte. Das Vertragsverhältnis verlängert sich danach automatisch für jeweils ein weiteres Kalenderjahr, sofern das es nicht zuvor von einer der Parteien mit einer Frist von sechs Monaten zum Ende der jeweiligen Laufzeit gekündigt wird.
2. Die Kündigungsrechte des Kunden nach § 5 Ziff. 2 dieser Nutzungsbedingungen bleiben unberührt.
3. Das Recht jeder Partei zur außerordentlichen Kündigung aus wichtigem Grund bleibt unberührt.
4. Kündigungen bedürfen zu ihrer Wirksamkeit der Schriftform.

#### **§ 9 Einspielung von Updates**

Unterlässt es der Kunde, eine Aktualisierung, die ihm zur Aufrechterhaltung der Vertragsgemäßheit der Lizenz-Software (einschließlich Sicherheitsaktualisierungen) bereitgestellt worden ist, unverzüglich zu installieren, so haftet Hoffrogge nicht für einen Mangel, der allein auf das Fehlen dieser Aktualisierung zurückzuführen ist, sofern

- a) Hoffrogge den Kunden über die Verfügbarkeit der Aktualisierung und die Folgen einer unterlassenen Installation informiert hat und
- b) die Tatsache, dass der Kunde die Aktualisierung nicht oder unsachgemäß installiert hat, nicht auf eine dem Kunden bereitgestellte mangelhafte Installationsanleitung zurückzuführen ist.

#### **§ 10 Rückgabe/Löschung**

1. Bei Beendigung des Vertragsverhältnisses hat der Kunde Hoffrogge die Lizenz-Software auf den Originaldatenträgern einschließlich Dongles, Handbüchern und etwaigen weiteren Dokumentationen zurückzugeben. Gegebenenfalls erstellte Kopien des von Hoffrogge überlassenen Programms sind unverzüglich vollständig und endgültig zu löschen. Die Löschung ist schriftlich zu bestätigen.
2. Hoffrogge kann statt der Rückgabe auch die Löschung der Lizenz-Software einschließlich jeglicher Kopien hiervon sowie die Vernichtung der überlassenen Handbücher und Dokumentationen verlangen.
3. Jede Nutzung der Lizenz-Software nach Beendigung des Vertragsverhältnisses ist unzulässig.

#### **§ 11 Geheimhaltung**

1. Der Kunde verpflichtet sich gegenüber Hoffrogge, alle ihm anvertrauten, zugänglich gemachten oder sonst bekannt gewordenen Geschäfts- und Betriebsgeheimnisse von Hoffrogge unbefristet geheim zu halten sowie weder aufzuzeichnen noch weiterzugeben oder zu verwerten. Geschäfts- und Betriebsgeheimnisse sind alle geschäftlichen, betrieblichen, organisatorischen und technischen Kenntnisse, Vorgänge und Informationen, die von Hoffrogge als vertraulich bezeichnet sind und/oder nach sonstigen Umständen als vertraulich erkennbar sind und alle nur dem unternehmensinternen Gebrauch dienenden Dokumente und Materialien. Zu den Geschäfts- und Betriebsgeheimnissen von Hoffrogge, die der Kunde geheim zu halten hat, zählen insbesondere technische Daten, Know-how, Funktionsumfang und Funktionalitäten der Software von Hoffrogge sowie insbesondere deren Quellcodes und andere IT-bezogene Informationen, die Hoffrogge dem Kunden überlässt, zugänglich macht oder sonst offenbart.
2. Der Kunde wird - soweit dies nicht bereits geschehen ist - durch geeignete vertragliche Abreden mit den für ihn tätigen Mitarbeitern sicherstellen, dass auch diese jede eigene Verwertung, Weitergabe oder unbefugte Aufzeichnung der in Ziff. 1 beschriebenen Informationen, Geschäfts- oder Betriebsgeheimnisse von Hoffrogge unterlassen und sich in gleicher Weise zur Geheimhaltung verpflichten.
3. Die Geheimhaltungsverpflichtungen der Ziff. 1 finden keine Anwendung auf Informationen, von denen der Kunde durch schriftliche Unterlagen nachweisen kann, dass sie
  - a) ihm vor der Mitteilung nachweislich bekannt waren und nicht durch Bruch einer Geheimhaltungsverpflichtung durch einen Dritten offengelegt worden sind, oder
  - b) der Öffentlichkeit vor der Mitteilung bekannt oder allgemein zugänglich waren, oder
  - c) der Öffentlichkeit nach der Mitteilung ohne Mitwirkung oder Verschulden des Kunden bekannt oder allgemein zugänglich geworden sind, oder
  - d) aufgrund einer vollstreckbaren behördlichen oder richterlichen Anordnung oder zwingender rechtlicher Vorschriften zu offenbaren sind.
4. Ist der Kunde aufgrund einer vollstreckbaren behördlichen oder gerichtlichen Anordnung oder aufgrund zwingender rechtlicher Vorschriften zur Offenbarung vertraulicher Informationen verpflichtet, so hat er Hoffrogge unverzüglich hierüber zu informieren und sich vor der Offenbarung mit Hoffrogge über den Umfang der zu offenbarenden vertraulichen Informationen abzustimmen. In jedem Fall hat sich der Umfang der zu offenbarenden vertraulichen Informationen auf dasjenige zu beschränken, was nach der behördlichen oder gerichtlichen Anordnung oder aufgrund der rechtlichen Vorschrift zu offenbaren ist.
5. Der Kunde verpflichtet sich, nach Wahl von Hoffrogge sämtliche Dokumente, Akten oder Daten, welche geheime Informationen von Hoffrogge enthalten, sowie Kopien hiervon, an Hoffrogge zurückzugeben oder diese zu vernichten, soweit und sobald diese nicht mehr zur Erfüllung von Verpflichtungen aus der Geschäftsverbindung mit Hoffrogge oder zur Erfüllung von gesetzlichen Aufbewahrungspflichten benötigt werden. Ein Zurückbehaltungsrecht steht dem Kunden an solchen Materialien im Übrigen nicht zu.

## **§ 12 Schlussbestimmungen**

Es gilt deutsches Recht unter Ausschluss der Bestimmungen des einheitlichen UN-Kaufrechts (CISG) und solcher kollisionsrechtlichen Bestimmungen, nach denen ausländisches Recht anwendbar wäre. Gerichtsstand ist Sitz von Hoffrogge.

## Anlage A: Übersicht Software-Lizenzen der Fremd-Software

Zusammen mit der Überlassung von Hoffrogge-Lizenz-Software, die dem Kunden zur Installation auf dessen Rechnern überlassen wird, werden ggf. auch folgende Fremd-Software-Komponenten überlassen:

Library	Copyright	License
Amazon Corretto OpenJDK	© Oracle and/or its affiliates, Amazon	GPLv2CE (copy below)
AndroidSVG v1.3 (or higher)	© 2018, Paul LeBeau, Cave Rock Software Ltd.	Apache License, version 2.0 (copy below)
Apache Commons BeanUtils v1.9.4 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons Collections v4.0 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons Compress v1.18 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons IO v2.2 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons Math v3.6.1 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Commons Validator v1.7 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache XML Graphics Commons v2.3 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Log4J v1.2.17 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache POI v3.14 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Qpid Proton	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Shiro v1.7.1 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache Xalan v2.7.2 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache XML Beans v2.6.0 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Apache XML Security For Java v2.2.1 (or higher)	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
AssertJ v3.17.1 (or higher)	© AssertJ Project Team	Apache License, version 2.0 (copy below)
Barcode4J v2.1.0 (or higher)	© 2010, Jeremias Maerki	Apache License, version 2.0 (copy below)
Bouncy Castle v1.40 (or higher)	© 2000 - 2015, The Legion of the Bouncy Castle Inc.	MIT license (copy below)
Checker Framework v2.8.1 (or higher)	© 2004-present, the Checker Framework developers	GPLv2CE (copy below)
ControlsFX v8.4.12 (or higher)	© 2013-2017, ControlsFX	3-clause BSD license (copy below)
CSSFX v11.0.1 (or higher)	© 2014 CSSFX by Matthieu Brouillard	Apache License, version 2.0 (copy below)
Docx4j v6.1.1 (or higher)	© 2008 Plutext Pty Ltd.	Apache License, version 2.0 (copy below)
Eclipse Collections v11.0.0 (or higher)	© 2021 Goldman Sachs and others	Eclipse Distribution License v. 1.0 (copy below)
Eclipse Implementation of JAXB v1.2.15 (or higher)	© 1997, 2021 Oracle and/or its affiliates	Eclipse Distribution License v. 1.0 (copy below)
GNU Trove (trove4j) v3.0.3 (or higher)	© 2001, Eric D. Friedman, © 2009, Rob Eden, Jeff Randall	LGPL license, version 3.0 (copy below)
Google Dagger v2.30.1 (or higher)	© 2012, The Dagger Authors	Apache License, version 2.0 (copy below)
Google Error Prone Annotations v2.3.3 (or higher)	© 2017, The Error Prone Authors	Apache License, version 2.0 (copy below)
Google Gson v2.6.2 (or higher)	© 2008, Google Inc.	Apache License, version 2.0 (copy below)
Google Guava v18.0 (or higher)	© 2011, The Guava Authors	Apache License, version 2.0 (copy below)
Google Roboto v2.136 (or higher)	© 2016, Google	Apache License, version 2.0 (copy below)
graphviz-java v0.18.0 (or higher)	© 2015, Stefan Niederhauser	Apache 2.0 (copy below)
Hazelcast v5.1.1 (or higher)	© 2008-2022 Hazelcast Inc.	Apache License, version 2.0 (copy below)
ICEpdf v5.0.4 (or higher)	© 2016, ICEsoft Technologies Inc.	Apache License, version 2.0 (copy below)
J2ObjC v1.3 (or higher)	© Google	Apache License, version 2.0 (copy below)
Jakarta Activation v1.2.1 (or higher)	© 1997, 2021 Oracle and/or its affiliates	Eclipse Distribution License v. 1.0 (copy below)
Japura-GUI v7.5.2 (or higher)	© 2011 - 2012, Carlos Eduardo Leite de Andrade	LGPL license, version 3.0 (copy below)
Java Email Address Validator	© 2008 - Les Hazlewood (leshazlewood.com)	Apache License, version 2.0 (copy below)
Java Native Access (JNA) v5.12.1 (or higher)	© 2007 -2014 Timothy Wall and Contributors	Apache License, version 2.0 (copy below)
JDesktop SwingWorker v1.1	© 2005, Sun Microsystems Inc.	LGPL license, version 2.1 (copy below)
Jetbrains Annotations v13.0 (or higher)	© 2000-2021 JetBrains s.r.o.	Apache License, version 2.0 (copy below)
JFreeChart v1.0.12 (or higher)	© 2000 - 2007, Object Refinery Limited and Contributors	LGPL license, version 3.0 (copy below)
JGoodies Binding v2.0.6 (or higher)	© 2002 - 2008, JGoodies Karsten Lentzsch	BSD license (copy below)
JGoodies Forms v1.0.7 (or higher)	© 2002 - 2006, JGoodies Karsten Lentzsch	BSD license (copy below)
Jimfs v1.2 (or higher)	© 2013 Google Inc.	Apache License, version 2.0 (copy below)
Joda Time v2.3 (or higher)	© 2001 - 2005, Stephen Colebourne	Apache License, version 2.0 (copy below)
JSR 107 Cache Specification v1.1.0 (or higher)	© 2011-2016 JSR107 Expert Group	Apache License, version 2.0 (copy below)
JSR 305 - Javax Annotations v3.0.2 (or higher)	© 2007-2009, JSR305 expert group	3-clause BSD license (copy below)
Kotlin v1.2 (or higher)	© 2010-2015 JetBrains s.r.o.	Apache 2.0 (copy below)
LibrePDF OpenPDF v1.3.22 (or higher)	© 2020, The OpenPDF Project	LGPL v2.1 (copy below)
Logstash/Gelf Loggers v1.14.1 (or higher)	© 2013 Mark Paluch	MIT license (copy below)
Lombok v1.18.22 (or higher)	© 2009-2021 The Project Lombok Authors	MIT license (copy below)
MapDB v1.0.7 (or higher)	© 2012, Jan Kotek	Apache License, version 2.0 (copy below)
Material Components for Android v1.3.0 (or higher)	© 2019, The Android Open Source Project	Apache 2.0 (copy below)
Material Components for iOS v119.1.3 (or higher)	© 2018, the Material Components for iOS authors	Apache 2.0 (copy below)
MigLayout v4.2 (or higher)	© 2004, Mikael Grev, MIG InfoCom AB.	BSD license (copy below)
MobiDevelop's RoboVM Fork v2.3.5 (or higher)	© 2017, MobiDevelop	Apache License, version 2.0 (copy below)
OpenCV v3.2.0 (or higher)	© 2017, OpenCV team	3-clause BSD license (copy below)

OpenJFX	© Oracle and/or its affiliates	GPLv2CE (copy below)
OSHI v 6.1.6 (or higher)	© The OSHI Project Contributors	MIT license (copy below)
RoboGuice v3.0.1 (or higher)	© 2009 - 2014, roboguice committers	Apache License, version 2.0 (copy below)
Simple Logging Facade for Java (SLF4J) v1.5.10 (or higher)	© 2004 - 2008, QOS.ch	MIT license (copy below)
SparseBitSet v1.2 (or higher)	© Paladin Software International	Apache License, version 2.0 (copy below)
Square OkHTTP v2.3.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 (copy below)
Square OkIO v1.8.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 (copy below)
Square Retrofit v1.9.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 (copy below)
Square Wire v1.8.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 (copy below)
StAX API v1.0.1 (or higher)	© 2005, Aleksander Slominski, Chris Fry	Apache License, version 2.0 (copy below)
Stax2 API v4.2 (or higher)	© 2008 FasterXML LLC	BSD license (copy below)
Stream Support v1.7.4 (or higher)	© Oracle and/or its affiliates	GPLv2CE (copy below)
SVG Salamander v1.0 (or higher)	© 2004, Mark McKay	BSD license (copy below)
SVGgh v1.10.3 (or higher)	© 2011 - 2014, Glenn R. Howes	MIT license (copy below)
Swing Application Framework v1.03 (or higher)	© 2006, Sun Microsystems Inc.	LGPL license, version 2.1 (copy below)
SwingX v1.6.1 (or higher)	© 2008, Sun Microsystems Inc.	LGPL license, version 3.0 (copy below)
The Android Open Source Project v6.0 (or higher)	© 2016, The Android Open Source Project	Apache License, version 2.0 (copy below)
Woodstox v5.2.1 (or higher)	© 2004- Tatu Saloranta	Apache License, version 2.0 (copy below)
ZXing v3.3.0 (or higher)	© 2009, ZXing authors	Apache License, version 2.0 (copy below)
Gelf4Net	© 2015 - 2020 micahlmartin, jjchiw, contributors	MIT license (copy below)
Json.NET	© 2007 James Newton-King	MIT license (copy below)
Log4Net	© Apache Software Foundation (ASF)	Apache License, version 2.0 (copy below)
Modern UI for WPF (MUI)	© First Floor Software	Microsoft Public License (copy below)
NLog	© 2004-2021 Jaroslaw Kowalski, Kim Christensen, Julian Verdurmen	3-clause BSD license (copy below)
Protobuf-Net	© 2008- Marc Gravell	Apache License, version 2.0 (copy below)
SQLite	© Hipp, Wyrick & Company, Inc	Public Domain

## Anlage B: Lizenzbedingungen der Fremd-Software-Komponenten

---

### 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.

---

#### **BSD License**

© <YEAR>, <OWNER>

All rights reserved.

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

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

THIS SOFTWARE IS PROVIDED BY THE 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.

---

#### **3-clause BSD License**

© <YEAR>, <OWNER>

All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. Neither the names of the copyright holders nor the names of the 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.

---

#### **The MIT License (MIT)**

© <year> <copyright holders>

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

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

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

---

#### **GNU LESSER GENERAL PUBLIC LICENSE**

Version 3, 29 June 2007

© 2007 Free Software Foundation, Inc. <<http://fsf.org/>>

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

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

##### **0. Additional Definitions.**

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

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

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

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

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

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

#### **1. Exception to Section 3 of the GNU GPL.**

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

#### **2. Conveying Modified Versions.**

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

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

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

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

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

#### **4. Combined Works.**

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

- a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.
- d) Do one of the following:
  - 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
  - 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.
- e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

#### **5. Combined Libraries.**

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

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

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

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

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

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

---

### **GNU LESSER GENERAL PUBLIC LICENSE**

Version 2.1, February 1999

© 1991, 1999 Free Software Foundation, Inc.

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

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

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

#### **Preamble**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**0.** This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you". A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

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

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

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

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

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

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

**a)** The modified work must itself be a software library.

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

**c)** You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

**d)** If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9.** You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library

(or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

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

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

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

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices.

Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

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

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

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

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

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

#### **NO WARRANTY**

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

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

---

#### **The GNU General Public License (GPL) with Classpath Exception**

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc. 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA  
Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

##### **Preamble**

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

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

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights.

These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices.

Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

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

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

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

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

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

#### NO WARRANTY

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

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

#### END OF TERMS AND CONDITIONS

#### How to Apply These Terms to Your New Programs

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

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

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

Copyright (C) <year> <name of author>

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

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA.

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

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

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

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

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

Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the program 'Gnomovision' (which makes passes at compilers) written by James Hacker.

signature of Ty Coon, 1 April 1989

Ty Coon, President of Vice

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

#### "CLASSPATH" EXCEPTION TO THE GPL

Certain source files distributed by Oracle America and/or its affiliates are subject to the following clarification and special exception to the GPL, but only where Oracle has expressly included in the particular source file's header the words "Oracle designates this particular file as subject to the "Classpath" exception as provided by Oracle in the LICENSE file that accompanied this code."

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

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

---

#### Eclipse Distribution License - v 1.0

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

All rights reserved.

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

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

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

Neither the name of the Eclipse Foundation, Inc. nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

---

#### **Microsoft Public License (MS-PL)**

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

##### Definitions

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

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

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

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

##### Grant of Rights

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

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

##### Conditions and Limitations

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

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

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

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

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