

Cortado End User License Agreement (EULA)

"Cortado Workplace"

Important!

Please read the following Cortado End User License Agreement and, if applicable, the enclosed license conditions as enclosed in the Appendices 1-15 to this EULA for „Java Runtime Environment 8 Update 161 - 8.0.161“; „LibreOffice - 5.4.6“; „Microsoft .NET Framework 4.6.2“; „Microsoft Access 2010 Runtime“; „Microsoft Application Request Routing - 3.0.1952“; „Microsoft Exchange Server MAPI Client - 1.2.1“; „Microsoft External Cache - 1.1.1949“; „Microsoft IIS URL Rewrite - 7.2.1952“; „Microsoft SharePoint Client Components“; „Microsoft SQL Server 2012 - 11.0.2100“; „Microsoft SQL Server 2012 Command Line Utilities - 11.0.2100“; „Microsoft SQL Server 2012 Management Objects - 11.0.2100“; „Microsoft SQL Server 2012 Native Client - 11.0.2100“; „Microsoft SQL Server 2012 System CLR Types - 11.0.2100“; „Microsoft SQL Server 2012 Windows PowerShell Extensions - 11.0.2100“; „Microsoft Visual C++ 2008 Runtime Libraries - 9.0.30729“; „Microsoft Windows Management Framework - 1.1.1292“; „novaPDF 7“; „SumatraPDF_Creative Commons 3.0 License“ (hereinafter jointly referred to as **"EULA"**) carefully before installation and/or use of the Software "Cortado Workplace", its possibly integrated add-on programs and any media, material, online or electronic documentation (hereinafter jointly referred to as **"Software"**).

Upon installation, copying or any other use of the Software you declare your consent with the conditions of the EULA and agree to comply with them.

If you install the Software as an administrator or other member of staff of a company entitled to installations and/or if you make the Software available to users after installation, you also declare your consent with the conditions of the EULA and agree to comply with them.

If you, however, do not agree with the conditions of the EULA, you are not entitled to install, make available and/or use the Software.

1. General terms

The EULA constitutes a valid contract between Cortado Mobile Solutions GmbH, Alt-Moabit 91a/b, 10559 Berlin, Germany (hereinafter referred to as **"Cortado"**) and a legal or natural person who themselves or their staff install and use the Software (hereinafter referred to as **"End User"**) exclusively defining all rights and duties of the End User and Cortado in regard to the Software.

2. Definitions

- (1) **"Device"** means any hardware operating system unit including both real and virtual units.
- (2) **"Server"** means any devices which primarily provide services and functions/applications for other devices.
- (3) **"End Device"** means any devices which primarily request services and functions/applications from a Server.
- (4) **"Cluster"** means a group of independent Servers which outwards appear as a single Server and work jointly to balance the workload for networked End Devices and Server applications onto several Servers and to increase the availability of applications and Services. Upon increase of the workload Clusters can be scaled by adding additional Servers. Cluster servers are referred to as hosts or nodes and are connected physically and by software. Upon failure of one node, the remaining nodes cover the function of the failed node.
- (5) **"Named User"** means a defined individual (physical Named User) using the Software. Processes which are initiated mechanical-automatically and not by an individual (logical Named User) are counted as Named User if such processes use or access the Software. If several physical Named Users access the Software via one logical Named User, the number of physical Named Users is decisive for the overall number of required Named User licenses. A single Named User license may not be deployed concurrently on several Devices. Sharing of a single Named User license between more than one physical and/or logical Named User is expressly prohibited. A single Named User license may only be transferred onto another Named User, if the original Named User does not and cannot use the Software anymore. The license key to a single Named User license may only be installed and activated on one Server. Clusters are an exception to this rule (see sect. 6.3 and 6.4).

3. Rights of use

- 3.1 Within the framework of the EULA, Cortado grants End User the non-transferable, revocable, regionally limited and non-exclusive right to install and use the Software and its possibly integrated add-on programs according to the technical documentation provided with the Software. The Software may be used and installed on an End Device, Server or a Server farm in accordance with the number of licenses included with the Software. The criteria described in this EULA for the correct licensing (number and type of required licenses) remain applicable and decisive, even if the technical license verification of the Software permits a different number and/or type of licenses. The stipulations of this EULA are exclusively relevant. End User is entitled to make a copy of this Software in accordance with the EULA after the installation or – instead of the copy – to create an image of the End Device or Server on which the Software has been installed. Such copy or image may only be used and stored for archiving and reinstallation purposes of the Software on the same End Device, Server, or Server farm without the requirement of additional licensing. Additional copies and/or images require additional licensing of the Software according to this EULA. All trademarks and copyrights and any other legal notes relating to the rights of Cortado must be included and remain in such copy or image.
- 3.2 End User is not entitled to make additional partial or complete copies or images of the Software and its add-on programs other than permitted under section 3.1, to copy in any way, to translate or to dismantle parts of the Software, to change the arrangement or to make any other changes and/or amendments or to make copies of such changes. End User is not allowed other than in the legally permitted boundaries to reverse engineer, to decompile, or to disassemble the Software. End User is not entitled to distort the contents of the Software, to change its color, pattern, and fonts or to split or in any other way alter the elements of the logo, copyright and trademark details.

- 3.3 End User is not entitled to cede, sublicense, sell or in any other way assign the rights and duties granted to him under the EULA.
- 3.4 If End User receives the Software on more than one storage system, End User is only entitled to install and use the Software contained on one of the mediums only. It is generally prohibited to install and use the Software contained on the second medium on another End Device, Server, or Server farm. The Restrictions in 3.2 and 3.3 remain applicable.
- 3.5 If the Software is an Update of a previous version and if End User has purchased the Update as part of an Update Service, End User is only entitled to install and use the Update, if he/she is in possession of a valid license for the previous version marked compatible for Update by Cortado. End User must be aware that the Update replaces the previous version and/or its supplements and may deactivate it.
- 3.6 If the Software has been marked "NFR" (Not For Resale), the use of the Software is limited to demo, test or evaluation purposes only. Any further use is prohibited. End User is especially not entitled to resell the Software or make it available for third parties in any other way.
- 3.7 Any other rights of Cortado not explicitly asserted above remain unaffected.

4. Transmission of the Software onto 2nd Computer, Disclosure to Third Parties

- 4.1 The Software itself may at no time be sold, loaned, rented, or made available in any other way to Third Parties.
- 4.2 End User is only entitled to install the Software on a second computer, server, or server farm, if the Software, after its transmission onto the second computer, server, or server farm has been completely and permanently removed and/or cancelled from the first computer, server or server farm. Upon installation of the Software onto the second computer, server, or server farm, all other parts of the Software, including but not limited to its add-on programs, descriptions, media and other printed materials, also must be transferred. All persons having access to the second computer, server or server farm and therefore to the Software must be sufficiently informed of the contents and the individual conditions of the EULA.

5. Licensing

- 5.1 Licenses for the Software, including demo licenses for the Software, are initially valid for 30 days. In general, all licenses for the Software are valid exceeding the 30-day-period only upon final activation by Cortado. Cortado may refuse activation, if the matching license key does not entitle to the use of the Software as installed. Notwithstanding the above to the contrary, demo licenses cannot be used or activated beyond the 30-day-period. Corporate Licenses constitute another exception to the general rule of activation as they require a duly executed separate Corporate License Agreement in which End User is the designated licensee prior to activation by Cortado.
- 5.2 Valid license keys entitle End User to use the Software in the current version at the time of purchase.
- 5.3 By accepting the EULA, End User agrees to complete all details necessary for the activation process truthfully and completely.

6. Software Components

The Software "Cortado Workplace" provides services or functions on a Server. The Software may be installed on any Server. Each Server on which the Software is installed must have at least one valid license for the Software. After installation and configuration of the Software, the client software must be installed on End Device. A valid Named-User-license is mandatory for each Named User.

7. Intellectual Properties, Trademarks, and Copyrights of the Software

The Software, its entire contents (including but not limited to pictures, photos, animations, video, audio, music, text and "Applets"), any contents accessible through the Software, and copies thereof are protected by any and all available national and international copyrights, commercial protection rights, especially patent rights, utility patent, design patent and trade rights and all other existing protection rights of the Software, its improvements, bug fixes and extensions or any other modifications to the Software, regardless of their origin. By accepting the EULA, End User is obliged to use and observe all of the aforementioned rights regarding the Software which Cortado or Third Parties are entitled to as stipulated and defined in the EULA and not to infringe or violate such rights including in particular that no content must be copied or in any other way multiplied, stored, sold or passed on in any way, nor – apart from the Software itself (compare section 3 above) – be used. End User is entitled to print a documentation of the Software, if the documentation is only provided in electronic format. End User may multiply copies of all printed materials accompanying the Software for internal use.

8. Warranty

- 8.1 The Software only has to perform those functions mentioned and described in the manual without error. The minimum statutory warranty period applies.
- 8.2 End User must claim warranty for the Software from the seller of the license(s). End User cannot claim warranty directly from ThinPrint, unless End User has acquired the Software directly from ThinPrint.

9. Liability

- 9.1 Cortado tests the Software and validates its general suitability. If damages occur to End User during the installation or use of the Software, Cortado is liable completely and to twice the value of the purchase price of said Software, but not exceeding in any case a total sum of EUR 50,000, if said damages are directly caused by improper and/or incomplete testing or improper or incomplete test of suitability. Liability for slight negligence of Cortado is limited to damages that have been foreseeable or should have been foreseeable. Cortado assumes no liability for indirect or atypical damages

(consequential or otherwise) or for any financial losses such as loss of profits or savings caused by slight negligence. This limitation of liability does not apply in cases of bodily injury, impairment of health, death, and infringement of cardinal contractual obligations.

- 9.2 If End User does not make any adequate (at least daily), reasonable and common to the current state-of-the-art backup of his/her data in the interest of data security, or – in case of suspected Software errors – fails to take reasonable and adequate security measures, End User has to accept contributory negligence regarding resulting damages.
- 9.3 Cortado is only liable for damages arising to End User within the context of or due to the Software download process from the Cortado website or during the installation process. Cortado specifically does not guarantee freedom from computer viruses, so that Cortado can not be held liable for any damage arising from computer viruses. In fact, End User is specifically obliged to use sufficient and always up-to-date protection against computer viruses and to actively prevent infiltration by computer viruses, in particular before End User starts downloading the Software.
- 9.4 Cortado assumes no liability for the information and the Software “Cortado Workplace” regarding defects of quality or title, particularly for the accuracy, correctness, freedom of third-party trademark rights and copyrights, completeness and/or usability, except for cases of gross negligence or malice traceable to Cortado.
- 9.5 The product liability of Cortado remains unaffected.
- 9.6 Cortado Mobile Solutions does not assume liability for the breach of EULAs/policies of third parties whose code is enclosed in the software and which are enclosed in the appendices to this EULA. This applies in particular to the Users of Windows Phones, for which Microsoft defined for the Mobile Device Management (MDM) that „This feature should only be used on devices that are owned or provided by the enterprise company or organization or on a user owned device where the user allowed the device to be fully managed by the enterprise company. As a Mobile Device Management Solutions Vendor, you must provide the following disclaimer to the IT administrator prior to the use of the feature. This feature may cause the device to fail or lose connectivity and require that the device be serviced at a Nokia-authorized repair center to reset to factory settings. Microsoft is not liable for any damage to the device or any loss of productivity that results from use of this feature. Microsoft requires that software vendors provide disclaimers to users when their products expose this feature and capabilities.”

10. Forfeiture

If End User or his employees and/or representatives violate any rights and/or obligations arising from the EULA, especially rights of use, Cortado is entitled to request End User to immediately abandon the use of the Software and its copies and to delete or return the Software and its copies to Cortado. Cortado reserves any rights to claim for damages.

11. Transfer of Rights

End User may not assign or transfer the EULA and the rights and obligations arising hereof to a third party without previous written permission of Cortado, unless End User and the third party are in a state of dependence as defined in § 17 of the German Stock Companies Act (AktG) or the third party takes over all or almost all assets of the End User by written contract. The permission as defined in sentence 1 may be denied given significant causes. Significant cause is particularly given, if the fulfillment of rights and obligations under the EULA are endangered due to such transfer.

12. Scope of the EULA

The EULA exclusively stipulates all rights of use of the Software as well as any other right and/or obligation of End User and Cortado, as long as deviant written agreements and conditions individually agreed between the Parties do not exist. The EULA supersedes any and all previous oral or written agreements, information or offers concerning the Software. The EULA is only binding in the official German and English language versions as provided by Cortado Mobile Solutions GmbH. End Users may not assert claims, regardless of their nature, against Cortado Mobile Solutions GmbH based on any other language version of the EULA.

13. Place of Jurisdiction/Applicable Law

The EULA and its implementation shall be construed and interpreted in accordance with German Law. Any terms of the CISG (United Nations Convention on Contracts for the International Sale of Goods) are applicable, if and insofar as they include mandatory law. If End User is an entrepreneur as defined in § 14 BGB (German Civil Code), the courts at Cortado's headquarter in Berlin, Germany shall have the sole jurisdiction to hear any disputes arising from or in connection with this EULA. If End User is a consumer as defined in § 13 BGB, the courts at End User's residence shall have the sole jurisdiction according to § 13 ZPO (German Code of Civil Procedure).

14. Severability Clause

If any one or more of the provisions contained in the EULA shall, for any reason, be, become or be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of the EULA, but the EULA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions completed herein to be unreasonable. In lieu of such invalid, illegal or unenforceable provision shall be added a provision similar in terms to such provision as may be valid, legal, and enforceable and suiting the Parties contractual interests best.

Cortado Mobile Solutions GmbH, 10559 Berlin

April 2018/v1.0

Appendix 1

Java Runtime Environment 8 Update 161 - 8.0.161

Oracle Binary Code License Agreement for the Java SE Platform Products and JavaFX

ORACLE AMERICA, INC. ("ORACLE"), FOR AND ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES UNDER COMMON CONTROL, IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS BINARY CODE LICENSE AGREEMENT AND SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT"). PLEASE READ THE AGREEMENT CAREFULLY. BY SELECTING THE "ACCEPT LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND/OR BY USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND AGREE TO THEM. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, THEN SELECT THE "DECLINE LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND YOU MUST NOT USE THE SOFTWARE ON THIS SITE OR ANY OTHER MEDIA ON WHICH THE SOFTWARE IS CONTAINED.

1. DEFINITIONS. "Software" means the software identified above in binary form that you selected for download, install or use (in the version You selected for download, install or use) from Oracle or its authorized licensees and/or those portions of such software produced by jlink as output using a Program's code, when such output is in unmodified form in combination, and for sole use with, that Program, as well as any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Oracle, and any user manuals, programming guides and other documentation provided to you by Oracle under this Agreement. The Java Linker (jlink) is available with Java 9 and later versions. "General Purpose Desktop Computers and Servers" means computers, including desktop and laptop computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing, and office suite productivity tools). The use of Software in systems and solutions that provide dedicated functionality (other than as mentioned above) or designed for use in embedded or function-specific software applications, for example but not limited to: Software embedded in or bundled with industrial control systems, wireless mobile telephones, wireless handheld devices, kiosks, TV/STB, Blu-ray Disc devices, telematics and network control switching equipment, printers and storage management systems, and other related systems are excluded from this definition and not licensed under this Agreement. "Programs" means (a) Java technology applets and applications intended to run on the Java Platform, Standard Edition platform on Java-enabled General Purpose Desktop Computers and Servers; and (b) JavaFX technology applications intended to run on the JavaFX Runtime on JavaFX-enabled General Purpose Desktop Computers and Servers. "Java SE LIUM" means the Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products Document accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. "Commercial Features" means those features that are identified as such in the Java SE LIUM under the "Description of Product Editions and Permitted Features" section.

2. LICENSE TO USE. Subject to the terms and conditions of this Agreement including, but not limited to, the Java Technology Restrictions of the Supplemental License Terms, Oracle grants you a non-exclusive, non-transferable, limited license without license fees to reproduce and use internally the Software complete and unmodified for the sole purpose of running Programs. THE LICENSE SET FORTH IN THIS SECTION 2 DOES NOT EXTEND TO THE COMMERCIAL FEATURES. YOUR RIGHTS AND OBLIGATIONS RELATED TO THE COMMERCIAL FEATURES ARE AS SET FORTH IN THE SUPPLEMENTAL TERMS ALONG WITH ADDITIONAL LICENSES FOR DEVELOPERS AND PUBLISHERS.

3. RESTRICTIONS. Software is copyrighted. Title to Software and all associated intellectual property rights is retained by Oracle and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that the Software is developed for general use in a variety of information management applications; it is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If you use the Software in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. Oracle disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Oracle or its licensors is granted under this Agreement. Additional restrictions for developers and/or publishers licenses are set forth in the Supplemental License Terms.

4. DISCLAIMER OF WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

6. TERMINATION. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Oracle if you fail to comply with any provision of this Agreement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. Upon termination, you must destroy all copies of Software.

7. EXPORT REGULATIONS. You agree that U.S. export control laws and other applicable export and import laws govern your

use of the Software, including technical data; additional information can be found on Oracle's Global Trade Compliance web site (<http://www.oracle.com/us/products/export>). You agree that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

8. **TRADEMARKS AND LOGOS.** You acknowledge and agree as between you and Oracle that Oracle owns the ORACLE and JAVA trademarks and all ORACLE- and JAVA-related trademarks, service marks, logos and other brand designations ("Oracle Marks"), and you agree to comply with the Third Party Usage Guidelines for Oracle Trademarks currently located at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>. Any use you make of the Oracle Marks inures to Oracle's benefit.

9. **U.S. GOVERNMENT LICENSE RIGHTS.** If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation shall be only those set forth in this Agreement.

10. **GOVERNING LAW.** This agreement is governed by the substantive and procedural laws of California. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco, or Santa Clara counties in California in any dispute arising out of or relating to this agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

12. **INTEGRATION.** This Agreement is the entire agreement between you and Oracle relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

SUPPLEMENTAL LICENSE TERMS

These Supplemental License Terms add to or modify the terms of the Binary Code License Agreement. Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Binary Code License Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Binary Code License Agreement, or in any license contained within the Software.

A. **COMMERCIAL FEATURES.** You may not use the Commercial Features for running Programs, Java applets or applications in your internal business operations or for any commercial or production purpose, or for any purpose other than as set forth in Sections B, C, D and E of these Supplemental Terms. If You want to use the Commercial Features for any purpose other than as permitted in this Agreement, You must obtain a separate license from Oracle.

B. **SOFTWARE INTERNAL USE FOR DEVELOPMENT LICENSE GRANT.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Java SE LIUM incorporated herein by reference, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the Software complete and unmodified for the purpose of designing, developing, and testing your Programs.

C. **LICENSE TO DISTRIBUTE SOFTWARE.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Java SE LIUM, including, but not limited to the Java Technology Restrictions and Limitations on Redistribution of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute the Software, provided that (i) you distribute the Software complete and unmodified and only bundled as part of, and for the sole purpose of running, your Programs, (ii) the Programs add significant and primary functionality to the Software, (iii) you do not distribute additional software intended to replace any component(s) of the Software, (iv) you do not remove or alter any proprietary legends or notices contained in the Software, (v) you only distribute the Software subject to a license agreement that: (a) is a complete, unmodified reproduction of this Agreement; or (b) protects Oracle's interests consistent with the terms contained in this Agreement and that includes the notice set forth in Section H, and (vi) you agree to defend and indemnify Oracle and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software. The license set forth in this Section C does not extend to the Software identified in Section G.

D. **LICENSE TO DISTRIBUTE REDISTRIBUTABLES.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Java SE LIUM, including but not limited to the Java Technology Restrictions and Limitations on Redistribution of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute those files specifically identified as redistributable in the Java SE LIUM ("Redistributables") provided that: (i) you distribute the Redistributables complete and unmodified, and only bundled as part of Programs, (ii) the Programs add significant and primary functionality to the Redistributables, (iii) you do not distribute additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the applicable Java SE LIUM), (iv) you do not remove or alter any proprietary legends or notices contained in or on the Redistributables, (v) you only distribute the Redistributables pursuant to a license agreement that: (a) is a complete, unmodified reproduction of this Agreement; or (b) protects Oracle's interests consistent with the terms contained in the Agreement and includes the notice set forth in Section H, (vi) you agree to defend and indemnify Oracle and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software. The license set forth in this Section D does not extend to

the Software identified in Section G.

E. DISTRIBUTION BY PUBLISHERS. This section pertains to your distribution of the Java™ SE Development Kit Software ("JDK") with your printed book or magazine (as those terms are commonly used in the industry) relating to Java technology ("Publication"). Subject to and conditioned upon your compliance with the restrictions and obligations contained in the Agreement, Oracle hereby grants to you a non-exclusive, nontransferable limited right to reproduce complete and unmodified copies of the JDK on electronic media (the "Media") for the sole purpose of inclusion and distribution with your Publication(s), subject to the following terms: (i) You may not distribute the JDK on a stand-alone basis; it must be distributed with your Publication(s); (ii) You are responsible for downloading the JDK from the applicable Oracle web site; (iii) You must refer to the JDK as Java™ SE Development Kit; (iv) The JDK must be reproduced in its entirety and without any modification whatsoever (including with respect to all proprietary notices) and distributed with your Publication subject to a license agreement that is a complete, unmodified reproduction of this Agreement; (v) The Media label shall include the following information: "Copyright [YEAR], Oracle America, Inc. All rights reserved. Use is subject to license terms. ORACLE and JAVA trademarks and all ORACLE- and JAVA-related trademarks, service marks, logos and other brand designations are trademarks or registered trademarks of Oracle in the U.S. and other countries." [YEAR] is the year of Oracle's release of the Software; the year information can typically be found in the Software's "About" box or screen. This information must be placed on the Media label in such a manner as to only apply to the JDK; (vi) You must clearly identify the JDK as Oracle's product on the Media holder or Media label, and you may not state or imply that Oracle is responsible for any third-party software contained on the Media; (vii) You may not include any third party software on the Media which is intended to be a replacement or substitute for the JDK; (viii) You agree to defend and indemnify Oracle and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of the JDK and/or the Publication; ; and (ix) You shall provide Oracle with a written notice for each Publication; such notice shall include the following information: (1) title of Publication, (2) author(s), (3) date of Publication, and (4) ISBN or ISSN numbers. Such notice shall be sent to Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, California 94065 U.S.A , Attention: General Counsel.

F. JAVA TECHNOLOGY RESTRICTIONS. You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun", "oracle" or similar convention as specified by Oracle in any naming convention designation.

G. LIMITATIONS ON REDISTRIBUTION. You may not redistribute or otherwise transfer patches, bug fixes or updates made available by Oracle through Oracle Premier Support, including those made available under Oracle's Java SE Support program.

H. COMMERCIAL FEATURES NOTICE. For purpose of complying with Supplemental Term Section C.(v)(b) and D.(v)(b), your license agreement shall include the following notice, where the notice is displayed in a manner that anyone using the Software will see the notice:

Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products Document, accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>, under the "Description of Product Editions and Permitted Features" section.

I. SOURCE CODE. Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement.

J. THIRD PARTY CODE. Additional copyright notices and license terms applicable to portions of the Software are set forth in the Java SE LIUM accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. In addition to any terms and conditions of any third party opensource/freeware license identified in the Java SE LIUM, the disclaimer of warranty and limitation of liability provisions in paragraphs 4 and 5 of the Binary Code License Agreement shall apply to all Software in this distribution.

K. TERMINATION FOR INFRINGEMENT. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

L. INSTALLATION AND AUTO-UPDATE. The Software's installation and auto-update processes transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects as a result of your Software download at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

For inquiries please contact: Oracle America, Inc., 500 Oracle Parkway,

Redwood Shores, California 94065, USA.

Last updated 21 September 2017

Appendix 2

LibreOffice - 5.4.6

Licenses

LibreOffice is [Free Software](#). LibreOffice is made available subject to the terms of the [Mozilla Public License v2.0](#) which is reproduced below. It is based on code from Apache OpenOffice made available under the [Apache License 2.0](#) but also includes software which differs from version to version under a large variety of other Open Source licenses. You are encouraged to refer to the LICENSE file in three formats (text, flat ODF and HTML) inside an installation, or use the Help, License Information dialog while running the software for further information.

There is no requirement to assign your copyright to anyone in order to get your code included into LibreOffice - all contributions are welcome, but we do ask that you license your code to us jointly under both the Mozilla Public License v2 and the GNU Lesser GPL v3+ licenses. Please see our guidelines for licensing and copyright attribution (which are there solely to make our life easier). You can also see a list of past and present contributors and their [license statements](#). In addition you can read [historical details](#) about the process of re-basing LibreOffice onto the Apache licensed based.

Mozilla Public License Version 2.0

1. Definitions

1.1. "Contributor"

means each individual or legal entity that creates, contributes to the creation of, or owns Covered Software.

1.2. "Contributor Version"

means the combination of the Contributions of others (if any) used by a Contributor and that particular Contributor's Contribution.

1.3. "Contribution"

means Covered Software of a particular Contributor.

1.4. "Covered Software"

means Source Code Form to which the initial Contributor has attached the notice in Exhibit A, the Executable Form of such Source Code Form, and Modifications of such Source Code Form, in each case including portions thereof.

1.5. "Incompatible With Secondary Licenses"

means

1. that the initial Contributor has attached the notice described in Exhibit B to the Covered Software; or
2. that the Covered Software was made available under the terms of version 1.1 or earlier of the License, but not also under the terms of a Secondary License.

1.6. "Executable Form"

means any form of the work other than Source Code Form.

1.7. "Larger Work"

means a work that combines Covered Software with other material, in a separate file or files, that is not Covered Software.

1.8. "License"

means this document.

1.9. "Licensable"

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

1.10. "Modifications"

means any of the following:

1. any file in Source Code Form that results from an addition to, deletion from, or modification of the contents of Covered Software; or
2. any new file in Source Code Form that contains any Covered Software.

1.11. "Patent Claims" of a Contributor

means any patent claim(s), including without limitation, method, process, and apparatus claims, in any patent Licensable by such Contributor that would be infringed, but for the grant of the License, by the making, using, selling, offering for sale, having made, import, or transfer of either its Contributions or its Contributor Version.

1.12. "Secondary License"

means either the GNU General Public License, Version 2.0, the GNU Lesser General Public License, Version 2.1, the GNU Affero General Public License, Version 3.0, or any later versions of those licenses.

1.13. "Source Code Form"

means the form of the work preferred for making modifications.

1.14. "You" (or "Your")

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

2. License Grants and Conditions

2.1. Grants

Each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license:

1. under intellectual property rights (other than patent or trademark) Licensable by such Contributor to use, reproduce, make available, modify, display, perform, distribute, and otherwise exploit its Contributions, either on an unmodified basis, with Modifications, or as part of a Larger Work; and
2. under Patent Claims of such Contributor to make, use, sell, offer for sale, have made, import, and otherwise transfer either its Contributions or its Contributor Version.

2.2. Effective Date

The licenses granted in Section 2.1 with respect to any Contribution become effective for each Contribution on the date the Contributor first distributes such Contribution.

2.3. Limitations on Grant Scope

The licenses granted in this Section 2 are the only rights granted under this License. No additional rights or licenses will be implied from the distribution or licensing of Covered Software under this License. Notwithstanding Section 2.1(b) above, no patent license is granted by a Contributor:

1. for any code that a Contributor has removed from Covered Software; or
2. for infringements caused by: (i) Your and any other third party's modifications of Covered Software, or (ii) the combination of its Contributions with other software (except as part of its Contributor Version); or
3. under Patent Claims infringed by Covered Software in the absence of its Contributions.

This License does not grant any rights in the trademarks, service marks, or logos of any Contributor (except as may be necessary to comply with the notice requirements in Section 3.4).

2.4. Subsequent Licenses

No Contributor makes additional grants as a result of Your choice to distribute the Covered Software under a subsequent version of this License (see Section 10.2) or under the terms of a Secondary License (if permitted under the terms of Section 3.3).

2.5. Representation

Each Contributor represents that the Contributor believes its Contributions are its original creation(s) or it has sufficient rights to grant the rights to its Contributions conveyed by this License.

2.6. Fair Use

This License is not intended to limit any rights You have under applicable copyright doctrines of fair use, fair dealing, or other equivalents.

2.7. Conditions

Sections 3.1, 3.2, 3.3, and 3.4 are conditions of the licenses granted in Section 2.1.

3. Responsibilities

3.1. Distribution of Source Form

All distribution of Covered Software in Source Code Form, including any Modifications that You create or to which You contribute, must be under the terms of this License. You must inform recipients that the Source Code Form of the Covered Software is governed by the terms of this License, and how they can obtain a copy of this License. You may not attempt to alter or restrict the recipients' rights in the Source Code Form.

3.2. Distribution of Executable Form

If You distribute Covered Software in Executable Form then:

1. such Covered Software must also be made available in Source Code Form, as described in Section 3.1, and You must inform recipients of the Executable Form how they can obtain a copy of such Source Code Form by reasonable means in a timely manner, at a charge no more than the cost of distribution to the recipient; and
2. You may distribute such Executable Form under the terms of this License, or sublicense it under different terms, provided that the license for the Executable Form does not attempt to limit or alter the recipients' rights in the Source Code Form under this License.

3.3. Distribution of a Larger Work

You may create and distribute a Larger Work under terms of Your choice, provided that You also comply with the requirements of this License for the Covered Software. If the Larger Work is a combination of Covered Software with a work governed by one or more Secondary Licenses, and the Covered Software is not Incompatible With Secondary Licenses, this License permits You to additionally distribute such Covered Software under the terms of such Secondary License(s), so that the recipient of the Larger Work may, at their option, further distribute the Covered Software under the terms of either this License or such Secondary License(s).

3.4. Notices

You may not remove or alter the substance of any license notices (including copyright notices, patent notices, disclaimers of warranty, or limitations of liability) contained within the Source Code Form of the Covered Software, except that You may alter any license notices to the extent required to remedy known factual inaccuracies.

3.5. Application of Additional Terms

You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Software. However, You may do so only on Your own behalf, and not on behalf of any Contributor. You must make it absolutely clear that any such warranty, support, indemnity, or liability obligation is offered by You alone, and You hereby agree

to indemnify every Contributor for any liability incurred by such Contributor as a result of warranty, support, indemnity or liability terms You offer. You may include additional disclaimers of warranty and limitations of liability specific to any jurisdiction.

4. Inability to Comply Due to Statute or Regulation

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

5. Termination

5.1. The rights granted under this License will terminate automatically if You fail to comply with any of its terms. However, if You become compliant, then the rights granted under this License from a particular Contributor are reinstated (a) provisionally, unless and until such Contributor explicitly and finally terminates Your grants, and (b) on an ongoing basis, if such Contributor fails to notify You of the non-compliance by some reasonable means prior to 60 days after You have come back into compliance. Moreover, Your grants from a particular Contributor are reinstated on an ongoing basis if such Contributor notifies You of the non-compliance by some reasonable means, this is the first time You have received notice of non-compliance with this License from such Contributor, and You become compliant prior to 30 days after Your receipt of the notice.

5.2. If You initiate litigation against any entity by asserting a patent infringement claim (excluding declaratory judgment actions, counter-claims, and cross-claims) alleging that a Contributor Version directly or indirectly infringes any patent, then the rights granted to You by any and all Contributors for the Covered Software under Section 2.1 of this License shall terminate.

5.3. In the event of termination under Sections 5.1 or 5.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or Your distributors under this License prior to termination shall survive termination.

6. Disclaimer of Warranty

Covered Software is provided under this License on an "as is" basis, without warranty of any kind, either expressed, implied, or statutory, including, without limitation, warranties that the Covered Software is free of defects, merchantable, fit for a particular purpose or non-infringing. The entire risk as to the quality and performance of the Covered Software is with You. Should any Covered Software prove defective in any respect, You (not any Contributor) assume the cost of any necessary servicing, repair, or correction. This disclaimer of warranty constitutes an essential part of this License. No use of any Covered Software is authorized under this License except under this disclaimer.

7. Limitation of Liability

Under no circumstances and under no legal theory, whether tort (including negligence), contract, or otherwise, shall any Contributor, or anyone who distributes Covered Software as permitted above, be liable to You for any direct, indirect, special, incidental, or consequential damages of any character including, without limitation, damages for lost profits, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if such party shall have been informed of the possibility of such damages. This limitation of liability shall not apply to liability for death or personal injury resulting from such party's negligence to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to You.

8. Litigation

Any litigation relating to this License may be brought only in the courts of a jurisdiction where the defendant maintains its principal place of business and such litigation shall be governed by laws of that jurisdiction, without reference to its conflict-of-law provisions. Nothing in this Section shall prevent a party's ability to bring cross-claims or counter-claims.

9. Miscellaneous

This License represents the complete agreement concerning the subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not be used to construe this License against a Contributor.

10. Versions of the License

10.1. New Versions

Mozilla Foundation is the license steward. Except as provided in Section 10.3, no one other than the license steward has the right to modify or publish new versions of this License. Each version will be given a distinguishing version number.

10.2. Effect of New Versions

You may distribute the Covered Software under the terms of the version of the License under which You originally received the Covered Software, or under the terms of any subsequent version published by the license steward.

10.3. Modified Versions

If you create software not governed by this License, and you want to create a new license for such software, you may create and use a modified version of this License if you rename the license and remove any references to the name of the license steward (except to note that such modified license differs from this License).

10.4. Distributing Source Code Form that is Incompatible With Secondary Licenses

If You choose to distribute Source Code Form that is Incompatible With Secondary Licenses under the terms of this version of the License, the notice described in Exhibit B of this License must be attached.

Exhibit A - Source Code Form License Notice

This Source Code Form is subject to the terms of the Mozilla Public License, v. 2.0. If a copy of the MPL was not distributed with this file, You can obtain one at <https://mozilla.org/MPL/2.0/>.

If it is not possible or desirable to put the notice in a particular file, then You may include the notice in a location (such as a LICENSE file in a relevant directory) where a recipient would be likely to look for such a notice.

You may add additional accurate notices of copyright ownership.

Exhibit B - "Incompatible With Secondary Licenses" Notice

This Source Code Form is "Incompatible With Secondary Licenses", as defined by the Mozilla Public License, v. 2.0.

Appendix 3

Microsoft .NET Framework 4.6.2

MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS

.NET FRAMEWORK AND ASSOCIATED LANGUAGE PACKS FOR MICROSOFT WINDOWS OPERATING SYSTEM

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

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

BY USING THIS SUPPLEMENT, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THIS SUPPLEMENT.

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

1. **DISTRIBUTABLE CODE.** The supplement is comprised of Distributable Code. "Distributable Code" is code that you are permitted to distribute in programs you develop if you comply with the terms below.
 - a. **Right to Use and Distribute.**
 - You may copy and distribute the object code form of the supplement.
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - b. **Distribution Requirements. For any Distributable Code you distribute, you must**
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
 - c. **Distribution Restrictions. You may not**
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
2. **SUPPORT SERVICES FOR SUPPLEMENT.** Microsoft provides support services for this software as described at www.support.microsoft.com/common/international.aspx.

Appendix 4

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT ACCESS 2010 RUNTIME

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

- updates,

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

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

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

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

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your premises as follows:

- **Personal Use.** You may install and use the software with third party programs designed and developed for use with the software.

- **Developer Use.** You may install and use the software to design, develop and test your programs.

You may only use the software to provide database features for your non-database management programs.

2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

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

i. **Right to Use and Distribute.** The code and text files listed below are "Distributable Code."

- **REDIST.TXT Files.** You may copy and distribute the object code form of code listed in REDIST.TXT files.

- **Third Party Distribution.** You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

ii. **Distribution Requirements.** For any Distributable Code you distribute, you must

- add significant primary functionality to it in your programs;

- require distributors and external end users to agree to terms that protect it at least as much as this agreement;

- display your valid copyright notice on your programs; and

- keep the status bar containing the statement "Powered by Microsoft Access" displayed in your user interface to be viewed by users at all times;

- identify Microsoft as the source of the Microsoft Access 2010 Runtime software in your programs' About Box;

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. **Distribution Restrictions.** You may not

- alter any copyright, trademark or patent notice in the Distributable Code;

- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;

- distribute Distributable Code to run on a platform other than the Windows platform;

- include Distributable Code in malicious, deceptive or unlawful programs; or

- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License.

An Excluded License is one that requires, as a condition of use, modification or distribution, that

- the code be disclosed or distributed in source code form; or

- others have the right to modify it.

3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software.

Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

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

- publish the software for others to copy;

- rent, lease or lend the software;

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

- use the software for commercial software hosting services.

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

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

6. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

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

8. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

9. **APPLICABLE LAW.**

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

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

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

11. **DISCLAIMER OF WARRANTY.** THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT.

MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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

This limitation applies to

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

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

Appendix 5

Microsoft Application Request Routing - 3.0.1952

APPLICATION REQUEST ROUTING - VERSION 2.0 FOR MICROSOFT WINDOWS OPERATING SYSTEMS

PLEASE NOTE: Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. You may use it with each validly licensed copy of Microsoft Windows Operating Systems software (the "software"). You may not use the supplement if you do not have a license for the software. The license terms for the software apply to your use of this supplement. Microsoft provides support services for the supplement as described at www.support.microsoft.com/common/international.aspx.

Appendix 6

Microsoft Exchange Server MAPI Client - 1.2.1

Microsoft Exchange Server MAPI Client and Collaboration Data Objects 1.2.1

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

IMPORTANT-READ CAREFULLY:

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation ("Microsoft") for the Microsoft software identified above and that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software"). An amendment or addendum to this EULA may accompany the Software.

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

1. **GRANT OF LICENSE.** Microsoft grants you the following rights provided that you comply with all terms and conditions of this EULA: You may install and use any number of copies of the Software on computers, including workstations, terminals or other devices solely for your internal use and solely in conjunction with Microsoft Exchange Server.

2. **ADDITIONAL LICENSE RIGHTS**

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

3. **RESERVATION OF RIGHTS AND OWNERSHIP.** Microsoft reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold.

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

5. **NO RENTAL/COMMERCIAL HOSTING.** You may not rent, lease, lend or provide commercial hosting services of the Software.

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

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

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

9. **SOFTWARE TRANSFER.** You may not transfer the Software or this agreement to any third party.

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

parts.

11. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

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

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

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

15. APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.

16. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante s'applique :

DÉNI DE GARANTIES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, LE LOGICIEL ET LES SERVICES DE SOUTIEN TECHNIQUE (LE CAS ÉCHÉANT) SONT FOURNIS TELS QUELS ET AVEC TOUS LES DÉFAUTS PAR MICROSOFT ET SES FOURNISSEURS, LESQUELS PAR LES PRÉSENTES DÉNIENT TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLICITES OU EN VERTU DE LA LOI, NOTAMMENT, MAIS SANS LIMITATION, (LE CAS ÉCHÉANT) LES GARANTIES, DEVOIRS OU CONDITIONS IMPLICITES DE QUALITÉ MARCHANDE, D'ADAPTATION À UNE FIN PARTICULIÈRE, DE FIABILITÉ OU DE DISPONIBILITÉ, D'EXACTITUDE OU D'EXHAUSTIVITÉ DES RÉPONSES, DES RÉSULTATS, DES EFFORTS DÉPLOYÉS SELON LES RÈGLES DE L'ART, D'ABSENCE DE VIRUS ET D'ABSENCE DE NÉGLIGENCE, LE TOUT À L'ÉGARD DU LOGICIEL ET DE LA PRESTATION OU DE L'OMISSION DE LA PRESTATION DES SERVICES DE SOUTIEN TECHNIQUE OU À L'ÉGARD DE LA FOURNITURE OU DE L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTE GRÂCE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE LOGICIEL.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À

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

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

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

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

Appendix 7

Microsoft External Cache - 1.1.1949

EXTERNAL CACHE VERSION 1.0 FOR MICROSOFT WINDOWS OPERATING SYSTEMS

PLEASE NOTE: Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. You may use it with each validly licensed copy of Microsoft Windows Operating Systems software (for which this supplement is applicable) (the "software"). You may not use the supplement if you do not have a license for the software. The license terms for the software apply to your use of this supplement. Microsoft provides support services for the supplement as described at www.support.microsoft.com/common/international.aspx.

Appendix 8

Microsoft IIS URL Rewrite - 7.2.1952

MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS

URL REWRITE MODULE 2.0 FOR IIS 7

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

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

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

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

- **DISTRIBUTABLE CODE.** The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.
 - **Right to Use and Distribute.** The code and text files listed below are "Distributable Code."
 - MSI Installer. You may copy and distribute the object code form of code listed in rewrite_2.0_rtw_x86.msi and rewrite_2.0_rtw_x64.msi files.
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - **Distribution Requirements. For any Distributable Code you distribute, you must**
 - add significant primary functionality to it in your programs;

- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- **Distribution Restrictions. You may not**
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- **SUPPORT SERVICES FOR SUPPLEMENT.** Microsoft provides support services for this software as described at www.support.microsoft.com/common/international.aspx.

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

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

TERMES DU CONTRAT DE LICENCE D'UN SUPPLÉMENT MICROSOFT

URL REWRITE MODULE 2.0 FOR IIS 7 POUR MICROSOFT WINDOWS OPERATING SYSTEM

Microsoft Corporation (ou en fonction du lieu où vous vivez, l'un de ses affiliés) vous accorde une licence pour ce supplément. Si vous êtes titulaire d'une licence d'utilisation du logiciel Microsoft Windows operating system (le « logiciel »), vous pouvez utiliser ce supplément. Vous n'êtes pas autorisé à utiliser ce supplément si vous n'êtes pas titulaire d'une licence pour le logiciel. Vous pouvez utiliser une copie de ce supplément avec chaque copie concédée sous licence du logiciel.

Les conditions de licence suivantes décrivent les conditions d'utilisation supplémentaires applicables pour ce supplément. Les présentes conditions et les conditions de licence pour le logiciel s'appliquent à l'utilisation du supplément. En cas de conflit, les présentes conditions de licence supplémentaires s'appliquent.

En utilisant ce supplément, vous acceptez ces termes. Si vous ne les acceptez pas, n'utilisez pas ce supplément.

Dans le cadre du présent accord de licence, vous disposez des droits ci-dessous.

- **CODE DISTRIBUABLE.** Le logiciel contient du code que vous êtes autorisé à distribuer dans des programmes développés conformément aux conditions ci-après.
 - **Droit d'utilisation et de distribution. Le code et les fichiers texte répertoriés ci-après constituent le « Code distribuable ».**
 - MSI Installer. Vous êtes autorisé à copier et à distribuer la version en code objet du code répertorié dans les fichiers `rewrite_2.0_rtw_x86.msi` et `rewrite_2.0_rtw_x64.msi`.
 - Distribution par des tierces parties. Vous pouvez autoriser les distributeurs de vos programmes à copier et à distribuer le code distribuable en tant que partie intégrante de ces programmes.
 - **Conditions de distribution. Pour pouvoir distribuer du code distribuable, vous devez :**
 - y ajouter des fonctionnalités importantes au sein de vos programmes,
 - lier les distributeurs et les utilisateurs externes par un contrat dont les termes les protègent autant que le présent contrat,
 - afficher votre propre mention de droits d'auteur valable sur vos programmes et
 - garantir et défendre Microsoft contre toute réclamation, y compris pour les honoraires d'avocats, qui résulterait de la distribution ou l'utilisation de vos programmes.
 - **Restrictions de distribution. Vous n'êtes pas autorisé à :**
 - modifier toute mention de droits d'auteur, de marques ou de droits de propriété industrielle pouvant figurer dans le code distribuable,
 - utiliser les marques de Microsoft dans les noms de vos programmes ou d'une façon qui suggère que vos programmes sont fournis par Microsoft ou sous la responsabilité de Microsoft,
 - distribuer le Code distribuable en vue de son exécution sur une plate-forme autre que la plate-forme Windows,
 - inclure le Code distribuable dans des programmes malveillants, trompeurs ou interdits par la loi, ou

- modifier ou distribuer le code source de code distribuable de manière à ce qu'il fasse l'objet, en partie ou dans son intégralité, d'une Licence Exclue. Une Licence Exclue implique comme condition d'utilisation, de modification ou de distribution, que :
 - le code soit dévoilé ou distribué dans sa forme de code source, ou
 - d'autres aient le droit de le modifier.
- **SERVICES D'ASSISTANCE TECHNIQUE POUR LE SUPPLÉMENT.** Microsoft fournit des services d'assistance technique pour ce logiciel disponibles sur le site www.support.microsoft.com/common/international.aspx.

Appendix 9

Microsoft SharePoint Client Components

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SHAREPOINT CLIENT COMPONENTS

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

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

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

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

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE PERPETUAL RIGHTS BELOW.

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices to design, develop and test your programs.
2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
 - a. **Distributable Code.** The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.
 - i. **Right to Use and Distribute. The code and text files listed below are "Distributable Code."**
 - REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files.
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - ii. **Distribution Requirements. For any Distributable Code you distribute, you must**
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
 - iii. **Distribution Restrictions. You may not**
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that

- the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- 3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.
- 4. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
- 5. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 6. TRANSFER TO ANOTHER DEVICE.** You may uninstall the software and install it on another device for your use. You may not do so to share this license between devices.
- 7. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
- 8. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
- 9. SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
- 10. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 11. APPLICABLE LAW.**
- a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- 12. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
- 13. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
- FOR AUSTRALIA - YOU HAVE STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW AND NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS.**
- 14. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**
- This limitation applies to
- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
 - claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.
- It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

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

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

MICROSOFT SHAREPOINT CLIENT COMPONENTS

Les présents termes ont valeur de contrat entre Microsoft Corporation (ou en fonction du lieu où vous vivez, l'un de ses affiliés) et vous. Lisez-les attentivement. Ils portent sur le logiciel nommé ci-dessus, y compris le support sur lequel vous l'avez reçu le cas échéant. Ce contrat porte également sur les produits Microsoft suivants :

- les mises à jour,
- les suppléments,
- les services Internet et
- les services d'assistance technique

de ce logiciel à moins que d'autres termes n'accompagnent ces produits, auquel cas, ces derniers prévalent.

EN UTILISANT LE LOGICIEL, VOUS ACCEPTEZ CES TERMES. SI VOUS NE LES ACCEPTEZ PAS, N'UTILISEZ PAS LE LOGICIEL.

SI VOUS RESPECTEZ LES PRESENTES CONDITIONS DE LICENCE, VOUS DISEPZ DES DROITS SUIVANTS POUR LA DUREE DES DROITS DE PROPRIETE INTELLECTUELLE.

1. **INSTALLATION ET DROITS D'UTILISATION.** Vous êtes autorisé à : installer et utiliser un nombre quelconque de copies du logiciel sur vos dispositifs pour concevoir, développer et tester vos programmes.
2. **CONDITIONS DE LICENCE ET/OU DROITS D'UTILISATION SUPPLEMENTAIRES.**
 - a. **Code distribuable.** Le logiciel contient du code que vous êtes autorisé à distribuer dans des programmes développés conformément aux conditions ci-après.
 - iv. **i. Droit d'utilisation et de distribution. Le code et les fichiers texte répertoriés ci-après constituent le « Code distribuable ».**
 - Fichiers REDIST.TXT. Vous êtes autorisé à copier et à distribuer la version en code objet du code répertorié dans les fichiers REDIST.TXT.
 - Distribution par des tierces parties. Vous pouvez autoriser les distributeurs de vos programmes à copier et à distribuer le code distribuable en tant que partie intégrante de ces programmes.
 - v. **ii. Conditions de Distribution. Pour tout Code Distribuable que vous distribuez, vous devez :**
 - y ajouter des fonctionnalités importantes et principales au sein de vos programmes,
 - pour tout Code distribuable dont l'extension de nom de fichier est .lib, distribuer seulement les résultats de l'exécution de ce Code distribuable à l'aide d'un éditeur de liens avec votre programme ;
 - distribuer le Code distribuable inclus dans un programme d'installation seulement en tant que partie intégrante de ce programme sans modification ;
 - exiger des distributeurs et des utilisateurs finaux externes qu'ils acceptent les termes qui protègent le Code Distribuable de manière au moins équivalente à ceux du présent contrat,
 - afficher votre propre mention de droits d'auteur valable dans vos programmes ; et
 - indemniser, défendre et garantir Microsoft contre toute réclamation, y compris pour les honoraires d'avocats, qui résulterait de la distribution ou l'utilisation de vos programmes.
 - vi. **iii. Restrictions de distribution. Vous n'êtes pas autorisé à :**
 - modifier toute mention de droits d'auteur, de marques ou de droits de propriété industrielle pouvant figurer dans le code distribuable,
 - utiliser les marques de Microsoft dans les noms de vos programmes ou d'une façon qui suggère que vos programmes sont fournis par Microsoft ou sous la responsabilité de Microsoft,
 - distribuer le Code distribuable en vue de son exécution sur une plate-forme autre que la plate-forme Windows,
 - inclure le Code distribuable dans des programmes malveillants, trompeurs ou interdits par la loi, ou
 - modifier ou distribuer le code source de code distribuable de manière à ce qu'il fasse l'objet, en partie ou dans son intégralité, d'une Licence Exclue. Une Licence Exclue implique comme condition d'utilisation, de modification ou de distribution, que :
 - le code soit dévoilé ou distribué dans sa forme de code source, ou
 - d'autres aient le droit de le modifier.
3. **PORTEE DE LA LICENCE.** Le logiciel est concédé sous licence, pas vendu. Ce contrat vous octroie uniquement certains droits d'utilisation du logiciel. Microsoft se réserve tous les autres droits. À moins que la loi en vigueur vous confère davantage de droits nonobstant cette limitation, vous pouvez utiliser le logiciel uniquement tel qu'explicitement autorisé dans le présent accord. À cette fin, vous devez respecter les restrictions techniques du logiciel qui autorisent uniquement son utilisation de certaines façons. Vous n'êtes pas autorisé à :

- contourner les limitations techniques du logiciel ;
 - reconstituer la logique du logiciel, le décompiler ou le désassembler, sauf dans la mesure où ces opérations seraient expressément autorisées par la réglementation applicable nonobstant la présente limitation ;
 - faire plus de copies du logiciel que spécifié dans ce contrat ou par la réglementation applicable, nonobstant la présente limitation ;
 - publier le logiciel pour que d'autres le copient ;
 - louer ou prêter le logiciel ; ou
 - utiliser le logiciel pour des services d'hébergement commercial.
- 4. COPIE DE SAUVEGARDE.** Vous êtes autorisé à effectuer une copie de sauvegarde du logiciel. Vous ne pouvez l'utiliser que dans le but de réinstaller le logiciel.
- 5. DOCUMENTATION.** Tout utilisateur disposant d'un accès valide à votre ordinateur ou à votre réseau interne peut copier et utiliser la documentation à des fins de référence interne.
- 6. TRANSFERT À UN AUTRE DISPOSITIF.** Vous pouvez désinstaller le logiciel puis l'installer sur un autre dispositif pour votre propre usage. Vous n'êtes pas autorisé à procéder ainsi pour partager cette licence.
- 7. TRANSFERT À UN TIERS.** Le premier utilisateur du logiciel doit le transférer, ainsi que le présent contrat, directement à un tiers. Avant le transfert, le tiers doit reconnaître que cet accord s'applique au transfert et à l'utilisation du logiciel. Le premier utilisateur doit désinstaller le logiciel avant de le transférer séparément du dispositif. Le premier utilisateur n'est pas autorisé à en conserver une copie.
- 8. RESTRICTIONS À L'EXPORTATION.** Le logiciel est soumis à la réglementation américaine relative à l'exportation. Vous devez vous conformer à toutes les réglementations nationales et internationales relatives aux exportations concernant le logiciel. Ces réglementations comprennent les restrictions sur les destinations, les utilisateurs finaux et l'utilisation finale. Pour plus d'informations, consultez le site www.microsoft.com/exporting.
- 9. SERVICES D'ASSISTANCE TECHNIQUE.** Comme ce logiciel est fourni « en l'état », nous ne fourniront aucun service d'assistance.
- 10. INTÉGRALITÉ DES ACCORDS.** Le présent contrat ainsi que les termes concernant les suppléments, les mises à jour, les services Internet et d'assistance technique constituent l'intégralité des accords en ce qui concerne le logiciel et les services d'assistance technique.
- 11. DROIT APPLICABLE.**
- a. États-Unis.** Si vous avez acquis le logiciel aux États-Unis, les lois de l'État de Washington, États-Unis d'Amérique, régissent l'interprétation de ce contrat et s'appliquent en cas de réclamation pour violation dudit contrat, nonobstant les conflits de principes juridiques. La réglementation du pays dans lequel vous vivez régit toutes les autres réclamations, notamment, et sans limitation, les réclamations dans le cadre des lois en faveur de la protection des consommateurs, relatives à la concurrence et aux délits.
- b. En dehors des États-Unis.** Si vous avez acquis le logiciel dans un autre pays, les lois de ce pays s'appliquent.
- 12. EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Vous pourriez également avoir des droits à l'égard de la partie de qui vous avez acquis le logiciel. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre ou pays si celles-ci ne le permettent pas.
- 13. EXCLUSIONS DE GARANTIE. LE LOGICIEL EST CONCÉDÉ SOUS LICENCE « EN L'ÉTAT ». VOUS ASSUMEZ TOUS LES RISQUES LIÉS À SON UTILISATION. MICROSOFT N'ACCORDE AUCUNE GARANTIE OU CONDITION EXPRESSE. VOUS POUVEZ BÉNÉFICIER DE DROITS DES CONSOMMATEURS SUPPLÉMENTAIRES OU DE GARANTIES STATUTAIRES DANS LE CADRE DU DROIT LOCAL, QUE CE CONTRAT NE PEUT MODIFIER. LORSQUE CELA EST AUTORISÉ PAR LE DROIT LOCAL, MICROSOFT EXCLUT LES GARANTIES IMPLICITES DE QUALITÉ, D'ADÉQUATION À UN USAGE PARTICULIER ET D'ABSENCE DE CONTREFAÇON.**
- POUR L'AUSTRALIE - LA LOI AUSTRALIENNE SUR LA CONSOMMATION (AUSTRALIAN CONSUMER LAW) VOUS ACCORDE DES GARANTIES STATUTAIRES QU'AUCUN ELEMENT DU PRESENT ACCORD NE PEUT AFFECTER.**
- 14. LIMITATION ET EXCLUSION DE RECOURS ET DE DOMMAGES. VOUS POUVEZ OBTENIR DE MICROSOFT ET DE SES FOURNISSEURS UNE INDEMNISATION EN CAS DE DOMMAGES DIRECTS LIMITÉE UNIQUEMENT A HAUTEUR DE 5,00 \$ US. VOUS NE POUVEZ PRÉTENDRE À AUCUNE INDEMNISATION POUR LES AUTRES DOMMAGES, Y COMPRIS LES DOMMAGES SPÉCIAUX, INDIRECTS OU ACCESSOIRES ET PERTES DE BÉNÉFICES.**

Cette limitation concerne :

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

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

Appendix 10

Microsoft SQL Server 2012 - 11.0.2100

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2012 EXPRESS

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

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

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

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

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

- 2. INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices.
- 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

Distributable Code.

i. Right to Use and Distribute. If you comply with the terms below:

- You may copy and distribute the object code form of the software ("**Distributable Code**") in programs you develop;
- You may combine the object code form of the Distributable Code with your programs to develop a unified web solution and permit others via online methods to access and use that unified web solution, provided that the Distributable Code is only used as part of and in conjunction with your programs; and
- You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

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

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code to run on a platform other than the Windows platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.

- 4. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software.

Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
6. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
7. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
8. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
9. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
10. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
11. **APPLICABLE LAW.**

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

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

12. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
13. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
14. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

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

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

Appendix 11

Microsoft SQL Server 2012 Command Line Utilities - 11.0.2100

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2012 COMMAND LINE UTILITIES

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

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

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

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

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

- 1. INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices to design, develop and test your programs.
- 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
 - a. Distributable Code.**
 - i. i. Right to Use and Distribute. If you comply with the terms below:**
 - You may copy and distribute the object code form of the software (“**Distributable Code**”) in programs you develop; and
 - You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - ii. ii. Distribution Requirements. For any Distributable Code you distribute, you must**
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to the Microsoft license terms included as part of our software setup program;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.
 - iii. iii. Distribution Restrictions. You may not**
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- 3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
- 4. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

5. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
6. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
7. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
8. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
9. **APPLICABLE LAW.**
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
10. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
11. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
12. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

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

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

Appendix 12

Microsoft SQL Server 2012 Management Objects - 11.0.2100

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2012 SHARED MANAGEMENT OBJECTS

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

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

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

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

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

1. **INSTALLATION AND USE RIGHTS.**
 - a. **General.** You may install and use any number of copies of the software on your devices to design, develop and test your programs.
 - b. **Other Microsoft Programs.** The software includes Microsoft Visual C++ 2008 and 2010 Runtime libraries which are licensed under the terms and conditions of the Microsoft Visual C++ 2008 and 2010 Runtime libraries licenses which follows below this license. You may only use these libraries in conjunction with the software named above and licensed here. If you do not accept the license terms for these libraries and the license terms for the software, you may not use the Visual C++ 2008 and 2010 Runtime libraries.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Distributable Code.

iv. i. Right to Use and Distribute. If you comply with the terms below:

- You may copy and distribute the object code form of the software (“**Distributable Code**”) in programs you develop; and
- You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

v. ii. Distribution Requirements. For any Distributable Code you distribute, you must

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.

vi. iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code to run on a platform other than the Windows platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.

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

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

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

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

6. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

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

8. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

9. APPLICABLE LAW.

- a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state

where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

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

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

11. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

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

This limitation applies to

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

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

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT VISUAL C++ 2008 and 2010 RUNTIME LIBRARIES

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

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

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

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

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

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices.

2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

a. **Distributable Code.**

vii. **iv. Right to Use and Distribute. If you comply with the terms below:**

- You may copy and distribute the object code form of the software ("**Distributable Code**") in programs you develop; and
- You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

viii. **v. Distribution Requirements. For any Distributable Code you distribute, you must**

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- ix. vi. Distribution Restrictions. You may not**
- alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- 3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
- 4. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
- 5. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 6. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
- 7. SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
- 8. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 9. APPLICABLE LAW.**
- a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- 10. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
- 11. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
- 12. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**
- This limitation applies to
- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

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

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

Appendix 13

Microsoft SQL Server 2012 Native Client - 11.0.2100

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2012 NATIVE CLIENT

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

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

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

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

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

- 1. INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices to design, develop and test your programs.
- 2. INCLUDED MICROSOFT PROGRAMS.** The software includes other Microsoft programs listed at <http://go.microsoft.com/fwlink/?LinkID=231864>, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.
- 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
 - a. Distributable Code.**
 - x. i. Right to Use and Distribute. If you comply with the terms below:**
 - You may copy and distribute the object code form of the software ("**Distributable Code**") in programs you develop; and
 - You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - xi. ii. Distribution Requirements. For any Distributable Code you distribute, you must**
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
 - xii. iii. Distribution Restrictions. You may not**
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that

- the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- 4. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
- 5. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
- 6. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 7. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
- 8. SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
- 9. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 10. APPLICABLE LAW.**
- a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- 11. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
- 12. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
- 13. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**
- This limitation applies to
- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
 - claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

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

Appendix 14

Microsoft SQL Server 2012 System CLR Types - 11.0.2100

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SYSTEM CLR TYPES FOR MICROSOFT SQL SERVER 2012

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

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

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

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

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

- 1. INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices.
- 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
 - a. Distributable Code.**
 - xiii. i. Right to Use and Distribute. If you comply with the terms below:**
 - You may copy and distribute the object code form of the software (“**Distributable Code**”) in programs you develop; and;
 - You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - xiv. ii. Distribution Requirements. For any Distributable Code you distribute, you must**
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.
 - xv. iii. Distribution Restrictions. You may not**
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- 3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
- 4. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

5. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
6. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
7. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
8. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
9. **APPLICABLE LAW.**
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
10. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
11. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
12. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

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

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

Appendix 15

Microsoft SQL Server 2012 Windows PowerShell Extensions - 11.0.2100

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS POWERSHELL EXTENSIONS FOR MICROSOFT SQL SERVER 2012

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

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

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

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

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

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices to design, develop and test your programs.
2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
 - a. **Distributable Code.**
 - xvi. i. **Right to Use and Distribute. If you comply with the terms below:**
 - You may copy and distribute the object code form of the software ("**Distributable Code**") in programs you develop; and

- You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- xvii. ii. Distribution Requirements. For any Distributable Code you distribute, you must**
- add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- xviii.iii. Distribution Restrictions. You may not**
- alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- 3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
- 4. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
- 5. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 6. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
- 7. SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
- 8. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 9. APPLICABLE LAW.**
- a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- 10. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

11. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
12. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

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

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

Appendix 16

Microsoft Visual C++ 2008 Runtime Libraries - 9.0.30729

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT VISUAL C++ 2008 RUNTIME LIBRARIES (X86, IA64 AND X64), SERVICE PACK 1

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

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

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

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

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

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices.
2. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
3. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
4. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
5. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
6. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
7. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
8. **APPLICABLE LAW.**
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
9. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
10. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
11. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING**

CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

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

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

Appendix 17

Microsoft Windows Management Framework - 1.1.1292

PLEASE NOTE: Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. You may use it with each validly licensed copy of Microsoft operating system products software (for which this supplement is applicable) (the "software"). You may not use the supplement if you do not have a license for the software. The license terms for the software apply to your use of this supplement. Microsoft provides support services for the supplement as described at www.support.microsoft.com/common/international.aspx.

Appendix 18

novaPDF 7

novaPDF for SDK Printer End User License Agreement (EULA)

NOTICE TO USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF novaPDF for SDK Printer (the "SOFTWARE") PROVIDED WITH THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THIS SOFTWARE. USER'S USE OF THIS SOFTWARE IS CONDITIONED UPON COMPLIANCE BY USER WITH THE TERMS OF THIS AGREEMENT.

1. License grant

- A. SINGLE APPLICATION LICENSE - Upon issuance of a valid REGISTRATION KEY for a SINGLE APPLICATION LICENSE by SOFTLAND and/or its suppliers to the owner of the application or service that installed the SOFTWARE, this EULA grants you the right to store, load, install, execute or display one copy of the SOFTWARE on all DEVICES that store, load, install, execute or display legally the application or service that installed the SOFTWARE.
- B. MULTIPLE APPLICATION LICENSE - Upon issuance of a valid REGISTRATION KEY for MULTIPLE APPLICATION LICENSE by SOFTLAND and/or its suppliers to the owner of the application or service that installed the SOFTWARE, this EULA grants you the right to store, load, install, execute or display one copy of the SOFTWARE on all DEVICES that store, load, install, execute or display legally the application or service that installed the SOFTWARE.

DEVICE means a computer, information appliance, peripheral or gadget. DEVICE must be wholly owned, rented or leased by you. "You" means the company, entity or individual whose funds are used to pay the license fee.

You may not modify the SOFTWARE or disable any licensing or control features of the SOFTWARE except as an intended part of the SOFTWARE's programming features. This license is not transferable to any other system, or to another company, entity or individual.

2. Restrictions

You may not rent, lease, sub-license, transfer, or sell the SOFTWARE. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the SOFTWARE. You may not alter or modify the installer program or create a new installer for the SOFTWARE.

3. Registration

This SOFTWARE is not free. When used from the application or service that installed it, the SOFTWARE will produce PDF (Portable Document Format) files. When used outside of the application or service that installed it, a notice will be inserted at the end of each page of the generated PDF file. If you don't want the notice to be added anymore, you should purchase regular novaPDF licenses.

4. Ownership

The SOFTWARE is owned and copyrighted by SOFTLAND. Your license confers no title or ownership of the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE.

5. Distribution

The SOFTWARE is distributed exclusively through 3rd party software vendors, distributors or partners, fully integrated with their applications or services. You are not allowed to make and distribute separate copies of the SOFTWARE.

6. Licensed Fonts

Some fonts are subject to a license granted by the owner of the font. This license may provide that the font may NOT be embedded or otherwise distributed without a license from the font owner. Users of the SOFTWARE are responsible for obtaining the necessary license from the owner of the aforementioned fonts if the user wishes to embed them. Failure to obtain the necessary licenses may expose the user to legal claims by the owners of these fonts. SOFTLAND and its suppliers assume no responsibility for such claims.

7. Program credits

This SOFTWARE makes use of the following freeware components:
'zlib' general purpose compression library version 1.1.4, March 11th, 2002
Copyright (C) 1995-2004 Jean-loup Gailly and Mark Adler
<<http://www.zlib.org/>>

The Independent JPEG Group's JPEG software
"this software is based in part on the work of the Independent JPEG Group"
Copyright (C) 1991-1998, Thomas G. Lane.

8. Copyright

The SOFTWARE is licensed, not sold. The SOFTWARE and all rights are owned by SOFTLAND and/or its suppliers and are protected by copyright law and international copyright treaties. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of SOFTLAND and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license.

9. Termination

The License is in effect until terminated. You may terminate this License at any time by ceasing any and all use of the Software, and deleting or destroying the SOFTWARE. This agreement shall terminate automatically upon breach of any term of this agreement. Upon termination you shall destroy all copies of the Software. Sections titled "Ownership", "Restrictions", "Copyright", "No Warranty, No Liability", "Governing Law" and "Entire Agreement" shall survive any termination of this agreement.

10. No Warranty, No Liability

SOFTLAND AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. SOFTLAND AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL SOFTLAND OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SOFTLAND REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU HEREBY ASSUME THE ENTIRE RISK OF ALL USE OF THE COPIES OF SOFTWARE COVERED BY THIS LICENSE.

11. Governing Law

This agreement is governed by the laws of Romania. Any claim, dispute or controversy with respect to, in connection with or arising out of this agreement shall be subject to and decided by arbitration in the City of Cluj-Napoca, County of Cluj, Romania. If any part of this agreement is found void and unenforceable by a court of competent jurisdiction, it will not affect the validity of the balance of the agreement, which shall remain valid and enforceable according to its terms.

12. Entire Agreement

This agreement is the final, complete and exclusive agreement between you and SOFTLAND that supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this license.

Copyright © 2002-2011 Softland. All rights reserved.

Appendix 18

SumatraPDF

License

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

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

1. Definitions

- a. **"Adaptation"** means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. **"Collection"** means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.

- c. **"Distribute"** means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.
- d. **"Licensor"** means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.
- e. **"Original Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- f. **"Work"** means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.
- g. **"You"** means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.
- h. **"Publicly Perform"** means to perform public recitations of the Work and to communicate to the public those public recitations, by any means or process, including by wire or wireless means or public digital performances; to make available to the public Works in such a way that members of the public may access these Works from a place and at a place individually chosen by them; to perform the Work to the public by any means or process and the communication to the public of the performances of the Work, including by public digital performance; to broadcast and rebroadcast the Work by any means including signs, sounds or images.
- i. **"Reproduce"** means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

2. Fair Dealing Rights. Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

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

- a. to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections;
- b. to create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";
- c. to Distribute and Publicly Perform the Work including as incorporated in Collections; and,
- d. to Distribute and Publicly Perform Adaptations.
- e. For the avoidance of doubt:
 - i. **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
 - ii. **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,
 - iii. **Voluntary License Schemes.** The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved.

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

- a. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the

terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(b), as requested.

- b. If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and (iv) , consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4 (b) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.
- c. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation. Licensor agrees that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 3(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author's honor and reputation, the Licensor will waive or not assert, as appropriate, this Section, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under Section 3(b) of this License (right to make Adaptations) but not otherwise.

5. Representations, Warranties and Disclaimer

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

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

7. Termination

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

8. Miscellaneous

- a. Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.
- b. Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.
- c. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- d. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.
- f. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the

Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.