

Copyright © 2014 Actian, Inc. All rights reserved.

Patents Pending.

This Actian product includes the following third party and open source software components:

Ultimate Grid v5.00

Ultimate Grid v5.00 is licensed by Dundas Software Ltd.

This software contains material that is copyright © 1994-1999 DUNDAS SOFTWARE LTD., all rights reserved.

Expat

Expat is an XML parser library written in C. It is a stream-oriented parser in which an application registers handlers for things the parser might find in the XML document (like start tags).

Copyright (c) 1998, 1999, 2000 Thai Open Source Software Center Ltd and Clark Cooper.

Copyright (c) 2001, 2002, 2003, 2004, 2005, 2006 Expat maintainers.

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

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

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

Various unixODBC libraries but not including the News Server driver

unixODBC is an Open Source ODBC sub-system and an ODBC SDK for Linux, Mac OSX, and UNIX

These portions of unixODBC are licensed pursuant to the LGPL v2.1 license.

Copyright © 1999 Nick Gorham. All rights reserved. A copy of the LGPL v2.1 license is available from the Free Software Foundation. As of the drafting of this notice provision, the license text is available at <http://www.gnu.org/licenses/lgpl-2.1.html#SEC1>

Actian hereby disclaims on behalf of all authors of unixODBC all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

In addition, with respect to the unixODBC libraries distributed hereunder, for a period of three (3) years from your receipt of the Actian software, you may obtain from Actian, for a charge no more than the cost of performing this distribution, the complete corresponding machine-readable source code for the library including whatever changes were used in the work; and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code code, so that you can modify the library and then relink to produce a modified executable containing the modified library. (It is understood that if you change the contents of

definitions files in the Library you will not necessarily be able to recompile the application to use the modified definitions.) In the alternative, Actian may use a suitable shared library mechanism for linking with the Library, in which case you are not entitled to the foregoing materials. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if you install one, as long as the modified version is interface-compatible with the version that the work was made with.

IBM ICU

java.text to support unicode transforms, UnicodeSet, surrogate char utilities, UCA collation, normalization, break iteration (rule and dictionary based), enhanced number format, international string searching, and arabic shaping.

COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1995-2010 International Business Machines Corporation and others
All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

Apache Xerces C++ XML Parser

Xerces-C++ is a validating XML parser written in a portable subset of C++.

Apache Xerces C++ XML Parser is licensed from the The Apache Software Foundation pursuant to the terms of the Apache License, version 1.1 reproduced below.

Copyright (c) 1999-2001 The Apache Software Foundation. All rights reserved.

The Apache Software License, Version 1.1

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

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

3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:

"This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>)."
Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.

4. The names "Xerces" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact apache@apache.org.

5. Products derived from this software may not be called "Apache", nor may "Apache" appear in their name, without prior written permission of the Apache Software Foundation.

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

=====

*

This software consists of voluntary contributions made by many individuals on behalf of the Apache Software Foundation and was originally based on software copyright (c) 1999, International Business Machines, Inc., <http://www.ibm.com>. For more information on the Apache Software Foundation, please see <http://www.apache.org/>.

Apache Commons EL

JSP 2.0 Expression Language Interpreter Implementation

Apache Commons EL is licensed from the The Apache Software Foundation pursuant to the terms of the Apache License, version 2.0, reproduced below.

Copyright © 2010 The Apache Software Foundation. All rights reserved.

Apache Commons Logging

Commons Logging is a thin adapter allowing configurable bridging to other, well known logging systems.

Apache Commons Logging is licensed from The Apache Software Foundation pursuant to the terms of the Apache License, version 2.0 reproduced below.

Copyright © 2010 The Apache Software Foundation. All rights reserved.

Apache Lucene

Apache Lucene is a high-performance, full-featured text search engine library written entirely in Java. It is a technology suitable for nearly any application that requires full-text search, especially cross-platform.

Apache Lucene is licensed from The Apache Software Foundation pursuant to the terms of the Apache License, version 2.0 reproduced below.

Copyright © 2010 The Apache Software Foundation. All rights reserved.

Apache Jasper

Jasper parses JSP files to compile them into Java code as servlets

Apache Jasper is licensed from The Apache Software Foundation pursuant to the terms of the Apache License, version 2.0 reproduced below.
Copyright © 2010 The Apache Software Foundation. All rights reserved.

Mortbay Jetty

Jetty provides a Web server and javax.servlet container, plus support for Web Sockets, OSGi, JMX, JNDI, JASPI, AJP and many other integrations

Copyright (c) 1999-2002 The Apache Software Foundation. All rights reserved.

Mortbay Jetty is provided pursuant to the terms of the Apache License reproduced below with the exceptions listed immediately below. (Mortbay Jetty is also available under the Eclipse Public License but Actian is not distributing this code under that license).

Jetty Web Container

Copyright 1995-2009 Mort Bay Consulting Pty Ltd unless otherwise noted.

Javax.servlet package contained in the Jetty Web Container is licensed from the Apache Software Foundation pursuant to the terms of the Apache License reproduced below.

The UnixCrypt.java code implements the one way cryptography used by Unix systems for simple password protection. Copyright 1996 Aki Yoshida, modified April 2001 by Iris Van den Broeke, Daniel Deville. Permission to use, copy, modify and distribute UnixCrypt for non-commercial or commercial purposes and without fee is granted provided that the copyright notice appears in all copies.

Apache License

Version 2.0, January 2004

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

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical

transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.
3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

(b) You must cause any modified files to carry prominent notices stating that You changed the files; and

(c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions.

Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or

implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

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

END OF TERMS AND CONDITIONS

Eclipse Platform and Eclipse OSGI

The Eclipse Platform provides the core frameworks and services upon which all plug-in extensions are created.

The OSGi framework specification forms the basis of the Eclipse Runtime
Copyright © 2010 The Eclipse Foundation. All Rights Reserved.

Action has licensed the Eclipse Platform and Eclipse OSGI pursuant to the terms of the Eclipse Public License (“EPL”) available at <http://www.eclipse.org/org/documents/epl-v10.php>. The EPL requires Action to pass through the following terms from the EPL (“EPL Pass Through Terms”):

- (i) Action hereby disclaims on behalf of all Contributors (as defined in the EPL) all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- (ii) Action hereby excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- (iii) any provisions in the Action PSQL v12 License Agreement to which your use of the Action Software and the Eclipse Platform is subject which differ from the EPL are offered by Action alone and not by any other party; and
- (iv) source code for the Eclipse Platform is available at <http://www.eclipse.org/platform>

Eclipse Help

Copyright © 2010 The Eclipse Foundation. All Rights Reserved. Portions Copyright © 1994-2002 [World Wide](#)

[Web Consortium](#), ([Massachusetts Institute of Technology](#), [Institut National de Recherche en Informatique et en Automatique](#), [Keio University](#)). All Rights Reserved.

Actian has licensed Eclipse Help pursuant to the terms of the EPL. The EPL Pass Through Terms shall apply. In addition, portions of the Eclipse Help code are subject to the following World Wide Web Consortium terms and conditions:

W3C Software Notice and License

This work (and included software, documentation such as READMEs, or other related items) is being provided by the copyright holders under the following license.

License

By obtaining, using and/or copying this work, you (the licensee) agree that you have read, understood, and will comply with the following terms and conditions.

Permission to copy, modify, and distribute this software and its documentation, with or without modification, for any purpose and without fee or royalty is hereby granted, provided that you include the following on ALL copies of the software and documentation or portions thereof, including modifications:

- The full text of this NOTICE in a location viewable to users of the redistributed or derivative work.
- Any pre-existing intellectual property disclaimers, notices, or terms and conditions. If none exist, the W3C Software Short Notice should be included (hypertext is preferred, text is permitted) within the body of any redistributed or derivative code.
- Notice of any changes or modifications to the files, including the date changes were made. (We recommend you provide URIs to the location from which the code is derived.)

Disclaimers

THIS SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS," AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

COPYRIGHT HOLDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE SOFTWARE OR DOCUMENTATION.

The name and trademarks of copyright holders may NOT be used in advertising or publicity pertaining to the software without specific, written prior permission. Title to copyright in this software and any associated documentation will at all times remain with copyright holders.

Notes

This version: <http://www.w3.org/Consortium/Legal/2002/copyright-software-20021231>

JavaX Servlet

The javax.servlet package contains a number of classes and interfaces that describe and define the contracts between a servlet class and the runtime environment provided for an instance of such a class by a conforming servlet container.

Copyright 2007 Sun Microsystems, Inc. All rights reserved.

Java SE Runtime Environment

Depending on installation options, the Actian PSQL v12 Software may include the JAVA SE RUNTIME ENVIRONMENT (JRE) 7 from Oracle Corporation ("Oracle"). By accepting the Actian PSQL v12 License Agreement, You also agree to accept the terms and conditions of the following Binary Code License Agreement and the Supplemental License Terms from Oracle for the JAVA SE RUNTIME ENVIRONMENT (JRE) VERSION 7 and JAVAFX RUNTIME.

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, 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. "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. "Commercial Features" means those features identified in Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. "README File" means the README file for the Software accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

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 NON-INFRINGEMENT.

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/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 README File 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 README File, 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 README File, 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 README File ("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 README File), (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 identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>

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 THIRDPARTYLICENSEREADME file 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 THIRDPARTYLICENSEREADME file, 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.

BCL Last updated 02 April 2013