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Bridge between REST-AT and JTA 5.12.0.Final	GNU Lesser General Public License v2.1 only
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Bundle for Workbench APIs available in e4 0.12.0-v20120521-2329	Eclipse Public License 1.0
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ca-certificates 2020.2.41	Public Domain
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The primary ANTLR guy:

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1.5.1.7.1.8.11-3, Apache Parquet Avro 1.12.3, Apache Parquet Column 1.12.0, Apache Parquet Column 1.12.1, Apache Parquet Common 1.12.0, Apache Parquet Encodings 1.11.1, Apache Parquet Encodings 1.12.3, Apache Parquet Format Structures 1.12.1, Apache Parquet Format Structures 1.12.3, Apache Parquet Hadoop 1.12.0, Apache Parquet Hadoop 1.12.1, Apache Parquet Hadoop Bundle 1.12.1, Apache Parquet Jackson 1.12.0, Apache Parquet Pig Bundle 1.12.2, Apache PDFBox 2.0.24, Apache PDFBox 3.0.0-alpha2, Apache POI 3.14, Apache POI 3.16, Apache POI 4.1.2, Apache POI 5.1.0, Apache POI - OOXML Schemas (lite) 5.1.0, Apache POI - OOXML Schemas (lite) 5.2.2, Apache POI: OOXML 3.14, Apache POI: OOXML 3.16, Apache POI: OOXML 4.1.2, Apache POI: OOXML 5.1.0, Apache POI: OOXML 5.2.2, Apache POI: OOXML-schemas 3.14, Apache POI: OOXML-schemas 3.16, Apache POI: OOXML-schemas 4.1.2, Apache Portable Runtime 1.7.0, Apache Ratis Thirdparty Hadoop 0.4.0, Apache Santuario (Java) 1.4.3, Apache Santuario (Java) 1.4.4, Apache Santuario (Java) 1.5.2, Apache Santuario (Java) 2.1.6, Apache Santuario (Java) 2.3.0, Apache Serf 1.3.9, Apache ServiceMix :: Bundles :: elasticsearch 6.5.3_1, Apache ServiceMix :: Bundles :: elasticsearch-client 6.4.3_1, Apache ServiceMix :: Bundles :: elasticsearch-client 7.6.2_1, Apache ServiceMix:: Bundles:: FastInfoset 1.2.12_1, Apache ServiceMix:: Bundles:: FastInfoset 1.2.13_1, Apache ServiceMix:: Bundles:: jaxb-xjc 2.2.1.1_2, Apache ServiceMix:: Bundles:: jaxb-xjc 2.2.10_1, Apache ServiceMix:: Bundles:: opensaml 2.4.1 1, Apache ServiceMix:: Bundles:: xercesImpl 2.11.0_1, Apache ServiceMix Bundles: abdera-0.4.0-incubating 0.4.0-incubating_1-fuse, Apache ServiceMix Bundles: xmlbeans-2.4.0 2.4.0_1-fuse, Apache ServiceMix Bundles: xmlbeans-2.4.0 2.6.0_2, Apache ServiceMix Bundles: xmlsec-1.4.3 1.4.5_1, Apache ServiceMix Specs :: ACTIVATION API 1.4 2.10.0.fuse-000110-redhat-1, Apache ServiceMix Specs :: JAVAMAIL API 1.4 2.10.0.fuse-000110-redhat-1, Apache Shiro 1.7.0, Apache Shiro :: Cache 1.7.0, Apache Shiro :: Configuration:: Core 1.7.0, Apache Shiro:: Configuration:: OGDL 1.7.0, Apache Shiro:: Cryptography :: Ciphers 1.7.0, Apache Shiro :: Cryptography :: Core 1.7.0, Apache Shiro :: Cryptography :: Hashing 1.7.0, Apache Shiro :: Event 1.7.0, Apache Shiro :: Lang 1.7.0, Apache Solr 8.11.1, Apache Solr Analysis Extras 8.11.1, Apache Solr Analytics Package 8.11.1, Apache Solr DataImportHandler 8.11.1, Apache Solr Language Identifier 8.11.1, Apache Solr Solrj 8.11.1, Apache Standard Taglib 1.0 Compatibility 1.2.6-RC1, Apache Struts 1.1, Apache Taglibs 1.2.1, Apache Taglibs 1.2.6-RC1, Apache Taglibs 2004.02.06, Apache Thrift 0.13.0, Apache Tika 1.26, Apache Tika 1.28.3, Apache Tika 2.7.0, Apache TinkerPop:: Gremlin Shaded 3.5.4, Apache Tomcat 8.0.48, Apache Tomcat 8.5.15, Apache Tomcat 8.5.2, Apache Tomcat 9.0.16, Apache Tomcat 9.0.30, Apache Tomcat 9.0.37, Apache Tomcat 9.0.39, Apache Tomcat 9.0.56, Apache Tomcat 9.0.63, Apache Tomcat 9.0.64, Apache Tomcat 9.0.68, Apache Tomcat 9.0.68-atlassian-hosted, Apache UIMA Base: uimai-document-annotation 2.11.0, Apache Velocity - Engine 2.3, Apache Wink :: JCDI Extensions and Integration 1.3.0, Apache Wink Client 1.4, Apache Wink Common 1.1.2-incubating, Apache Wink Common 1.4, Apache Wink Server 1.4, Apache WSS4J 1.6.0, Apache WSS4J Bindings 2.2.6, Apache WSS4J DOM WS-Security 2.2.6, Apache WSS4J Streaming WS-Security 2.2.6, Apache WSS4J Streaming WS-SecurityPolicy 2.2.6, Apache WSS4J WS-Security Common 2.2.6, Apache WSS4J WS-SecurityPolicy model 2.2.6, Apache Xalan (Java) 2.7.1, Apache XBean :: ASM 5 shaded (repackaged) 3.17, Apache XBean :: ASM shaded (repackaged) 4.15, Apache Xerces2 J 2.11.2, Apache Xerces2 J 2.9.0, Apache XML Commons 1.2, Apache Yetus - Audience Annotations 0.12.0, Apache Yetus - Audience Annotations 0.5.0, Apache ZooKeeper 3.4.6, Apache ZooKeeper 3.5.6, Apache ZooKeeper 3.5.8, Apache ZooKeeper 3.6.2, Apache ZooKeeper 3.7.0, Apache ZooKeeper - Jute 3.5.6, Apache ZooKeeper - Jute 3.5.8, Apache ZooKeeper - Jute 3.6.2, Apache ZooKeeper - Jute 3.7.0, Apache-Web Services Muse 2.2.0, apache/xalan-j RELEASE_2_0_RC_5, ApacheDS Avl Partition 1.5.7, ApacheDS Core API 1.5.7, ApacheDS Core AVL 1.5.7, ApacheDS Core Entry 1.5.7, ApacheDS Core JNDI 1.5.7, ApacheDS Generalized (X) DBM Search Engine 1.5.7, ApacheDS Generalized (X) DBM Tools 1.5.7, ApacheDS JDBM implementation 1.5.7, ApacheDS Protocol Kerberos Codec 2.0.0-M15, ApacheDS Protocol Kerberos Shared 1.5.7, ApacheDS Protocol Ldap 1.5.7, ApacheDS Protocol Shared 1.5.7, ApacheDS Server XML File 1.5.7, APIM Analytics EventHub Client Implementation 1.1.3, apr-util 1.6.1, archaius-core 0.7.1, Aries JPA Container 1.0.2, Aries JPA Container API 1.0.2, Arrow Memory - Core 3.0.0, Arrow Vectors 2.0.0, ASM based accessors helper used by ison-smart 1.2, ASM based accessors helper used by json-smart 2.4.7, ASM based accessors helper used by json-smart 2.4.8,

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Instrumentation: Rpc Adapters 5.9.2, Brave Instrumentation: Servlet 5.1.0, Brave Instrumentation: Servlet 5.1.4, Brave Instrumentation: Servlet 5.4.3, Brave Instrumentation: Servlet 5.6.1, Brave Instrumentation: Servlet 5.8.0, Brave Instrumentation: Servlet 5.9.0, Brave Instrumentation: Servlet 5.9.2, Brave Instrumentation: Spring RabbitMQ 5.1.0, Brave Instrumentation: Spring RabbitMQ 5.1.4, Brave Instrumentation: Spring RabbitMQ 5.4.3, Brave Instrumentation: Spring RabbitMQ 5.6.1, Brave Instrumentation: Spring RabbitMQ 5.8.0, Brave Instrumentation: Spring RabbitMQ 5.9.0, Brave Instrumentation: Spring RabbitMQ 5.9.2, Brave Instrumentation: Spring Rest Template 5.1.0, Brave Instrumentation: Spring Rest Template 5.1.4, Brave Instrumentation: Spring Rest Template 5.4.3, Brave Instrumentation: Spring Rest Template 5.6.1, Brave Instrumentation: Spring Rest Template 5.8.0, Brave Instrumentation: Spring Rest Template 5.9.0, Brave Instrumentation: Spring Rest Template 5.9.2, Brave Instrumentation: Spring Web MVC 5.1.0, Brave Instrumentation: Spring Web MVC 5.1.4, Brave Instrumentation: Spring Web MVC 5.4.3, Brave Instrumentation: Spring Web MVC 5.6.1, Brave Instrumentation: Spring Web MVC 5.8.0, Brave Instrumentation: Spring Web MVC 5.9.0, Brave Instrumentation: Spring Web MVC 5.9.2, breeze 1.0, breeze-macros 1.0-RC4, BrowserMob Proxy Core Module 2.1.2, BrowserMob Proxy Core Module 2.1.4, BSON 2.7.3, BSON 2.8.0, btf 1.2, btf 1.3, Business Central - Distribution Wars 7.59.0. 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elasticsearch-rest-client 6.8.8, elasticsearch-rest-client 7.17.3, elasticsearch-rest-client 7.17.4, elasticsearch-rest-client 7.6.2, elasticsearch-ssl-config 6.8.12, elasticsearch-ssl-config 6.8.22, elk 0.4.3, ELK Common Utilities 0.4.3, ELK OWL API Binding 0.4.3, ELK OWL Model Implementation 0.4.3, ELK Reasoner 0.4.3, ELK Utilities Collections 0.4.3, ELK Utilities for Concurrency 0.4.3, ELK Utilities for Hashing 0.4.3, ELK Utilities for Input-Output 0.4.3, ELK Utilities for Logging 0.4.3, Elsa Serialization 3.0.0-M5, embedded-postgres-binaries-darwin-amd64 15.0.0, encryptor 0.1.0, error-prone annotations 2.0.18, error-prone annotations 2.1.3, error-prone annotations 2.11.0, error-prone annotations 2.13.1, error-prone annotations 2.2.0, error-prone annotations 2.3.2, error-prone annotations 2.7.1, esperandro-jackson-addon 2.7.2, Evo Inflector 1.2.2, Expression Language API 2.0.0.Final, external-objenesis 1.0.4, fabric-java-sdk 1.1.0-alpha, fabric-java-sdk 2.2.7, Fabric8 :: Kubernetes Model :: Admission Registration, Authentication and Authorization 5.7.3, Fabric8:: Kubernetes Model:: API Extensions 5.7.3, Fabric8:: Kubernetes Model:: Apps 5.7.3, Fabric8:: Kubernetes Model:: Autoscaling 5.7.3, Fabric8:: Kubernetes Model:: Batch 5.7.3, Fabric8:: Kubernetes Model:: Certificates 5.7.3, Fabric8 :: Kubernetes Model :: Common 5.7.3, Fabric8 :: Kubernetes Model :: Coordination 5.7.3, Fabric8:: Kubernetes Model:: Core 5.7.3, Fabric8:: Kubernetes Model:: Discovery 5.7.3, Fabric8:: Kubernetes Model:: Events 5.7.3, Fabric8:: Kubernetes Model:: Extensions 5.7.3, Fabric8:: Kubernetes Model:: FlowControl 5.7.3, Fabric8:: Kubernetes Model:: Metrics 5.7.3, Fabric8 :: Kubernetes Model :: Networking 5.7.3, Fabric8 :: Kubernetes Model :: Node 5.7.3, Fabric8 :: Kubernetes Model :: Policy 5.7.3, Fabric8 :: Kubernetes Model :: RBAC 5.7.3, Fabric8 :: Kubernetes Model :: Scheduling 5.7.3, Fabric8 :: Kubernetes Model :: Storage Class 5.7.3, Failsafe 1.0.4, Fast Infoset 1.2.13, Fast Infoset 1.2.15, Fast Infoset 1.2.16, Fast Infoset 1.2.9, fasterxml.jackson 2.11.58, fcrepo-camel-toolbox-app 6.0.0, Feign Core 12.1, Feign Jackson 11.9, feign-reactor-benchmarks 1.0.12, FindBugs jsr305 1.3.9, FlatBuffers Java API 1.9.0, Flink: Formats: SQL Parguet 1.15.1-csadh1.9.0.0, flink-connector-kafka-base 1.11.3, flink-java 1.11.0, flink-metrics-dropwizard 1.10.0-csa1.2.0.2, flink-python 1.4.0, flink-shaded-asm-7 7.1-9.0, flink-shaded-guava-18 18.0-11.0, flink-shaded-jackson-2 2.10.1-11.0, flink-shaded-netty-4 4.1.39. 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Final, Hibernate Validator 6.0.17. Final, Hibernate Validator 6.0.18. Final, Hibernate Validator 6.0.19. Final, Hibernate Validator 6.0.22. Final, Hibernate Validator 6.2.0. Final, Hibernate Validator Portable Extension 6.0.22. Final, highwheel-parser 1.2, HikariCP 3.2.0, HikariCP 3.3.1, HikariCP 5.0.1, HikariCP HikariCP-3.4.1, HikariCP HikariCP-3.4.2, HikariCP HikariCP-3.4.3, HikariCP HikariCP-3.4.5, HikariCP HikariCP-4.0.3, Hive Storage API 2.7.2, HornetQ 2.4.7.Final, HornetQ Commons 2.4.7.Final, HornetQ JMS Client 2.4.7.Final, HPPC 0.7.1, HPPC 0.8.1, HtmlUnit 2.14, htrace-core 4.1.0-incubating, http-builder-ng-apache 1.0.1, httpcore.nio.wso2 4.4.14.wso2v1,

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2.10.4, Jackson-Datatype-JSR310 2.11.2, Jackson-Datatype-JSR310 2.12.3, Jackson-Datatype-JSR310 2.12.6, Jackson-Datatype-JSR310 2.13.2, Jackson-Datatype-JSR310 2.13.3, Jackson-Datatype-JSR310 2.13.4, Jackson-Datatype-JSR310 2.9.10, Jackson-Datatype-JSR310 2.9.9, Jackson-JAXRS-base 2.10.0, Jackson-JAXRS-base 2.10.1, Jackson-JAXRS-base 2.12.3, Jackson-JAXRS-base 2.13.2, Jackson-JAXRS-base 2.9.10, Jackson-JAXRS-base 2.9.8, Jackson-JAXRS-base 2.9.9, jackson-jaxrs-ison-provider 2.10.0, jackson-jaxrs-json-provider 2.10.1, jackson-jaxrs-json-provider 2.12.3, jackson-jaxrs-json-provider 2.13.2, jackson-jaxrs-json-provider 2.9.10, jackson-jaxrs-json-provider 2.9.9, jackson-module-jaxb-annotations 2.10.0, jackson-module-jaxb-annotations 2.10.1, jackson-module-jaxb-annotations 2.12.3, jackson-module-jaxb-annotations 2.13.2, jackson-module-jaxb-annotations 2.9.10, jackson-module-jaxb-annotations 2.9.9, Jackson-module-parameter-names 2.10.0, Jackson-module-parameter-names 2.10.1, Jackson-module-parameter-names 2.10.2, Jackson-module-parameter-names 2.10.4, Jackson-module-parameter-names 2.11.2, Jackson-module-parameter-names 2.12.6, Jackson-module-parameter-names 2.13.2, Jackson-module-parameter-names 2.13.3, Jackson-module-parameter-names 2.13.4, Jackson-module-parameter-names 2.9.9, jackson-module-scala 2.10.0, jackson-module-scala 2.10.1, jackson-module-scala 2.10.2, jackson-module-scala 2.10.4, jackson-module-scala 2.11.2, jackson-module-scala 2.13.3, jackson-module-scala 2.13.4, jackson-module-scala 2.14.0, jackson-module-scala 2.9.9, Jaggr Sample Dojo 1.1.6, Jakarta Dependency Injection 1.0.3, jansi 1.12, jansi 1.18, jansi-native 1.6, jansi-native 1.8, japicmp 0.17.1, Jasypt 1.9.2, Jasypt 1.9.3, JASYPT: Java Simplified Encryption 1.9.2, Java Annotation Indexer 2.0.5. Final, Java Annotation Indexer 2.1.1. Final, Java Annotation Indexer 2.2.3. Final, Java Concurrency Tools Core Library 2.1.2, Java Libraries for Amazon Simple WorkFlow 1.11.22, Java Native Access (JNA) 4.5.1, Java Native Access (JNA) 4.5.2, Java Native Access (JNA) 5.10.0, java-1.6.0-ibm 1.6.0.16.35, java-classmate 1.3.4, java-classmate 1.4.0, java-classmate 1.5.1, java-classmate classmate-1.5.0, java-support 7.3.0, JavaEWAH 0.7.9, JavaEWAH 1.1.12, Javassist 3.24.0-GA, Javassist 3.27.0, Javassist rel_3_23_2_ga, Javassist rel_3_25_0_ga, javax.batch-api 1.0, javax.inject:javax.inject 1, JAX-RS provider for JSON content type 1.6.3, JAXRPC 1.1 2.0.0, JBoss Dynamic Model Representation 1.5.1. Final, JBoss EJB client 4.0.41. Final, JBoss Logging 3 3.3.2. Final, JBoss Logging 3 3.3.3.Final, JBoss Logging 3 3.4.1.Final, JBoss Logging 3 3.4.2.Final, JBoss Logging 3 3.4.2. Final-redhat-00002, JBoss Logging 3 3.4.3. Final, JBoss Marshalling API 2.0.12. Final, JBoss Marshalling API 2.0.12.Final-redhat-00001, JBoss Marshalling API 2.0.6.Final, JBoss Marshalling OSGi Bundle 2.0.6. Final, JBoss Modules 1.11.0. Final, JBoss Remoting 5.0.23. Final, JBoss VFS 3.2.15. Final, jboss-logmanager 2.1.18. Final, jboss-logmanager 2.1.4. Final, jboss-threads 2.4.0. Final, jboss-threads 3.1.0. Final, JCIP Annotations under Apache License 1.0-1, JCL 1.2 Implemented Over SLF4J 1.7.30, JCL 1.2 Implemented Over SLF4J 1.7.35, jenkinsci/parasoft-findings-plugin parasoft-findings-10.5.3, Jetbrains annotations 13.0, Jetbrains annotations 17.0.0, Jetbrains annotations 18.0.0, Jetbrains annotations 19.0.0, Jetbrains annotations 23.0.0, Jettison - Json Stax implementation 1.3, Jettison Json Stax implementation 1.4.0, Jetty :: ALPN :: JDK9 Client Implementation 9.4.44.v20210927, Jetty :: ALPN:: JDK9 Server Implementation 9.4.44.v20210927, Jetty:: ALPN:: OpenJDK8 Client Implementation 9.4.44.v20210927, Jetty :: ALPN Client 9.4.44.v20210927, Jetty :: ALPN Server 9.4.44.v20210927, Jetty:: HTTP2:: Client 9.4.44.v20210927, Jetty:: Websocket 8.1.14.v20131031, Jetty Orbit:: Servlet API 3.0.0.v201112011016, Jetty ReactiveStreams HttpClient 1.0.3, Jetty: Java based HTTP/1.x, HTTP/2, Servlet, WebSocket Server 2.2.2.b05.0, Jetty: Java based HTTP/1.x, HTTP/2, Servlet, WebSocket Server 2.5-20081211, Jetty: Java based HTTP/1.x, HTTP/2, Servlet, WebSocket Server 6.1.26, Jetty: Java based HTTP/1.x, HTTP/2, Servlet, WebSocket Server 8.1.14.v20131031, Jetty: Java based HTTP/1.x, HTTP/2, Servlet, WebSocket Server 8.1.3, Jetty: Java based HTTP/1.x, HTTP/2, Servlet, WebSocket Server 8.1.3.v20120416, Jetty: Java based HTTP/1.x, HTTP/2, Servlet, WebSocket Server 9.4.15.v20190215, Jetty: Java based HTTP/1.x, HTTP/2, Servlet, WebSocket Server 9.4.20.v20190813, Jetty: Java based HTTP/1.x, HTTP/2, Servlet, WebSocket Server 9.4.44.20210927, Jetty: Java based HTTP/1.x, HTTP/2, Servlet, WebSocket Server jetty-9.4.20.v20190813, JGroups 3.6.14.Final, JGroups 3.6.16.Final, JGroups 4.2.15.Final-redhat-00001, JGroups JGroups-3.6.15.Final, JGroups Azure: Protocols 1.3.0.Final, JMES Path Query library 1.11.336, JMES Path Query library 1.11.415, JMES Path Query library 1.11.867, JMES Path Query library 1.12.290, JMES Path Query library 1.12.65, JMES Path Query library 1.12.99, JMS 1.1 1.1.1, jmx_prometheus_javaagent 0.16.1, Jobs Service 0.8.1, Jobs Service 0.9.0, Joda Convert 1.2, Joda Convert v2.2.1, Joda Time 1.6, Joda Time 1.6.2, Joda Time 2.10.11, Joda Time 2.10.5, Joda Time 2.3, Joda Time 2.8.1, Joda Time 2.8.2, Joda Time 2.9, Joda Time 2.9.7, Joda Time v2.10.10, Joda Time v2.10.3, Joda Time v2.10.4, Joda Time v2.10.6, Joda Time v2.10.8, Jolokia v1.6.2, jolokia-core 1.6.2, jolokia-jvm 1.6.2, jose4j 0.7.9, jose4j jose4j-0.7.2, jra 1.0-alpha-4, JRuby 2019c, JSON Schema Validator 2.2.6, JSON Web Token support for the JVM 0.9.1, json-flattener 0.6.0, json-patch 1.9, json-path 2.4.0, json-path 2.5.0, json-path 2.7.0, json-schema-core 1.2.14, json-smart 2.3, json-smart 2.4.8, json4s-core 3.7.0-M5, json4s-jackson 3.7.0-M7, json4s-scalap 3.7.0-M7, JTA 1.0.1B 1.0.1, JTA 1.1 1.1.1, JVM Integration for Metrics 4.1.3, Kaazing Metrics Viewer 1.0.0.2, kafkastore 1.0.1, Kerby ASN1 Project 1.0.1, Kerby PKIX Project 1.0.1, Kerby-kerb core 1.0.1, Kerby-kerb Util 1.0.1, Keycloak SAML Core 18.0.0, keycloak-custom-secret-provider 2.0.0, killbill-platform-test 0.40.3, killbill-platform-test 0.40.5, Kotlin 1.5.0-RC, KUBE_PING 1.0.16.Final, Kubernetes Client API 10.0.0, Kubernetes Client API 4.0.0, Kyuubi Project Engine Flink SQL 1.5.0-incubating, lang-mustache 6.8.22, Lettuce 5.1.8.RELEASE, Lettuce 5.2.0.RELEASE, Lettuce 5.2.1.RELEASE, Lettuce 5.2.2.RELEASE, Lettuce 6.0.1.RELEASE, Lettuce 6.0.2.RELEASE, Lettuce 6.1.10.RELEASE, Lettuce 6.1.8.RELEASE, leveldb-api 0.6, libGDX Payment API 0.3.0, libmaxminddb 1.5.2, libplexus-utils 3.2.1, LittleProxy 2.0.0-beta-2, Log4J Commons Logging Bridge 2.17.2, Log4J Compatibility API 2.17.1, Log4J Compatibility API 2.17.2, Log4J Compatibility API 2.18.0, Log4j Implemented Over SLF4J 1.7.35, log4j-jboss-logmanager 1.2.0.Final, log4j2-jboss-logmanager 1.0.0. Final, Logging 1.1, Lucene Analyzers 2.9.1, Lucene Analyzers 5.5.5, Lucene Analyzers 7.4.0, Lucene Analyzers 7.7.0, Lucene Analyzers 7.7.2, Lucene Analyzers 7.7.3, Lucene Analyzers 8.11.1, Lucene Analyzers 8.4.0, Lucene Classification 8.11.1, Lucene codecs 8.11.1, Lucene Expressions 8.11.1, Lucene Facets 5.5.5, Lucene Facets 8.11.1, Lucene Grouping 7.4.0, Lucene Grouping 7.7.0, Lucene Grouping 7.7.2, Lucene Grouping 7.7.3, Lucene Grouping 8.11.1, Lucene Grouping 8.4.0, Lucene Highlighter 3.6.2, Lucene Highlighter 7.4.0, Lucene Highlighter 7.7.0, Lucene Highlighter 7.7.2, Lucene Highlighter 7.7.3, Lucene Highlighter 8.11.1, Lucene Highlighter 8.4.0, Lucene ICU Analysis Components 8.11.1, Lucene Join 7.4.0, Lucene Join 7.6.0, Lucene Join 7.7.0, Lucene Join 7.7.2, Lucene Join 7.7.3, Lucene Join 8.11.1, Lucene Join 8.4.0, Lucene Kuromoji Japanese Morphological Analyzer 8.11.1, Lucene Memory 3.6.2, Lucene Memory 7.4.0, Lucene Memory 7.6.0, Lucene Memory 7.7.0, Lucene Memory 7.7.2, Lucene Memory 7.7.3, Lucene Memory 8.11.1, Lucene Memory 8.4.0, Lucene Miscellaneous 5.5.5, Lucene Miscellaneous 7.4.0, Lucene Miscellaneous 7.7.0, Lucene Miscellaneous 7.7.2, Lucene Miscellaneous 7.7.3, Lucene Miscellaneous 8.11.1, Lucene Miscellaneous 8.4.0, Lucene Nori Korean Morphological Analyzer 8.11.1, Lucene Phonetic Filters 8.11.1, Lucene Queries 3.6.2, Lucene Queries 5.5.5, Lucene Queries 7.4.0, Lucene Queries 7.7.0, Lucene Queries 7.7.2, Lucene Queries 7.7.3, Lucene Queries 8.11.1, Lucene Queries 8.4.0, Lucene Query Parser 5.5.5, Lucene Query Parser 7.3.1, Lucene Query Parser 7.4.0, Lucene Query Parser 7.7.0, Lucene Query Parser 7.7.2, Lucene Query Parser 7.7.3, Lucene Query Parser 8.11.1, Lucene Query Parser 8.4.0, Lucene Sandbox 7.4.0, Lucene Sandbox 7.7.0, Lucene Sandbox 7.7.2, Lucene Sandbox 7.7.3, Lucene Sandbox 8.11.1, Lucene Sandbox 8.4.0, Lucene Smart Chinese Analyzer 8.11.1, Lucene Spatial 7.4.0, Lucene Spatial 7.7.0, Lucene Spatial 7.7.2, Lucene Spatial 7.7.3, Lucene Spatial 8.4.0, Lucene Spatial 3D 7.4.0, Lucene Spatial 3D 7.7.0, Lucene Spatial 3D 7.7.2, Lucene Spatial 3D 7.7.3, Lucene Spatial 3D 8.11.1, Lucene Spatial 3D 8.4.0, Lucene Spatial Extras 7.4.0, Lucene Spatial Extras 7.7.0, Lucene Spatial Extras 7.7.2, Lucene Spatial Extras 7.7.3, Lucene Spatial Extras 8.11.1, Lucene Spatial Extras 8.4.0, Lucene Stempel Analyzer 8.11.1, Lucene Suggest 7.4.0, Lucene Suggest 7.7.0, Lucene Suggest 7.7.2, Lucene Suggest 7.7.3, Lucene Suggest 8.11.1, Lucene Suggest 8.4.0, lucene-backward-codecs 5.5.5, lucene-backward-codecs 7.4.0, lucene-backward-codecs 7.6.0, lucene-backward-codecs 7.7.0, lucene-backward-codecs 7.7.2, lucene-backward-codecs 7.7.3, lucene-backward-codecs 8.11.1, lucene-backward-codecs 8.4.0, LZ4 and xxHash 1.4.1, LZ4 and xxHash 1.6.0, LZ4 and xxHash 1.7.1, LZ4 and xxHash 1.8.0, LZ4 Java 1.2, LZ4 Java 1.3.0, MapDB 3.0.7, MapStruct Core 1.2.0. Final, Mayen Artifact 3.6.3, Mayen definition for icu4j-4_4_2.jar - external part of NetBeans module. RELEASE122, Metrics Core 3.2.6, Metrics Core

4.0.5, Metrics Core 4.1.1, Metrics Core 4.1.5, Metrics Core 4.2.12, Metrics Core Library 2.2.0, Metrics Health Checks 4.0.5, Metrics Integration with JMX 4.1.5, micrometer-metrics/micrometer 1.1.19, micrometer-metrics/micrometer 1.1.5, micrometer-metrics/micrometer 1.3.0, micrometer-metrics/micrometer 1.3.1, micrometer-metrics/micrometer 1.3.2, micrometer-metrics/micrometer 1.3.8, micrometer-metrics/micrometer 1.5.4, micrometer-metrics/micrometer 1.8.11, micrometer-metrics/micrometer 1.8.4, micrometer-metrics/micrometer 1.9.0, micrometer-registry-elastic 1.3.1, micrometer-registry-elastic 1.5.4, micrometer-registry-prometheus 1.3.8, micrometer-registry-stated 1.5.8, Micronaut 1.3.3, Micronaut 1.3.7, Micronaut for Spring 2.0.1, MicroProfile Config API 1.1, MicroProfile Config API 1.2.1, MicroProfile Config API 1.3, MicroProfile Config API 1.4, MicroProfile Config API 2.0, MicroProfile Health API 3.0, MicroProfile Health API 3.0.0.redhat-00002, MicroProfile JWT Auth API 1.2, MicroProfile Metrics API 1.0, MicroProfile Metrics API 3.0, MicroProfile OpenAPI API 2.0, MicroProfile Opentracing API 2.0, MicroProfile Reactive Streams Operators Core 2.0, MicroProfile Rest Client API 2.0, microProfile-fault-tolerance-api 3.0, Microsoft Windows Azure Storage Client SDK 8.6.5, Mongo Java Driver 2.8.0, msg-simple 1.1, msg-simple 1.2, myfaces 1.1.14, myfaces 2.3.7, myfaces 2.3.9, MyFaces Shared Tomahawk 4.0.16, myPOJO :: Framework 0.0.1, nano-vaadin-undertow 01.00.04-RPM, NekoHTML 1.9.20, net.minidev:asm 1.0.2, Netty Project 4.1.49.Final, Netty Project 4.1.51, Netty Project 4.1.53. Final, Netty Project 4.1.53. Final-redhat-00002, Netty Project 4.1.55. Final, Netty Project 4.1.57. Final, Netty Project 4.1.58. Final, Netty Project 4.1.59. Final-redhat-00001, Netty Project 4.1.60, Netty Project 4.1.65. Final, Netty Project 4.1.68. Final, Netty Project 4.1.73. Final, Netty Project 4.1.69. Project 4.1.74. Final-redhat-00001, Netty Project 4.1.84. Final, Netty Project netty-4.1.43. Final, Netty Reactive Streams HTTP support 2.0.5, Netty Reactive Streams Implementation 2.0.5, netty-xnio-transport 0.1.9. Final, Netty/Codec/Redis 4.1.42. Final, Netty/Codec/SMTP 4.1.65. Final, Netty/TomcatNative [OpenSSL - Classes] 2.0.48.Final-redhat-00001, Netty/Transport/Classes/Epoll 4.1.73.Final, Netty/Transport/Classes/Epoll 4.1.74.Final-redhat-00001, Netty/Transport/Classes/Epoll 4.1.79.Final, Netty/Transport/Classes/Epoll 4.1.84.Final, Netty/Transport/Classes/Epoll 4.1.86.Final, Netty/Transport/Classes/KQueue 4.1.73.Final-redhat-00001, Netty/Transport/Native/KQueue 4.1.65.Final-redhat-00001, Netty/Transport/Native/Unix/Common 4.1.38.Final, Netty/Transport/Native/Unix/Common 4.1.42.Final, Netty/Transport/Native/Unix/Common 4.1.43.Final, Netty/Transport/Native/Unix/Common 4.1.45.Final, Netty/Transport/Native/Unix/Common 4.1.49.Final, Netty/Transport/Native/Unix/Common 4.1.51.Final, Netty/Transport/Native/Unix/Common 4.1.53.Final, Netty/Transport/Native/Unix/Common 4.1.64.Final, Netty/Transport/Native/Unix/Common 4.1.77.Final, Netty/Transport/Native/Unix/Common 4.1.81.Final, Nimbus-JOSE-JWT 8.19, Nimbus-JOSE-JWT 8.23, Nimbus-JOSE-JWT 9.10.1, Ning-compress-LZF 1.0.3, nvidia-visual-profiler 9.+8u77~10.0.130, objenesis 1.4, objenesis 2.1, objenesis 3.0.1, odata-commons-api 4.7.1, odata-commons-core 4.7.1, odata-server-api 4.7.1, odata-server-core 4.7.1, odata-server-core-ext 4.7.1, odata4j-core 0.7.0, odata4j-jersey 0.7.0, ODF Validator 1.1.7-incubating, odi-api 0.1.7, ognl 3.1.26, OkHttp 2.7.5, OkHttp 3.8.1, OkHttp 3.9.0, OkHttp Logging Interceptor 2.7.5, OkHttp Logging Interceptor 3.14.9, OkHttp Logging Interceptor 3.8.1, OkHttp Web Sockets 2.7.5, OkIO 1.13.0, OkIO 1.6.0, OpenAPI2JsonSchema4J 1.0.2, OpenJPA Aggregate Jar 2.4.0, OpenJPA JDBC 2.4.0, OpenJPA JEST 2.4.0, OpenJPA JPA 2.4.0, OpenJPA JPA JDBC 2.4.0, OpenJPA Kernel 2.4.0, OpenJPA Slice 2.4.0, OpenJPA Utilities 2.4.0, OpenJPA XML Store 2.4.0, OpenNLP Maxent 3.0.3, OpenNLP Tools 1.9.3, OpenSAML 2.0 2.4.1, OpenSAML 2.0 3.3.1, OpenTelemetry Java 0.16.0, OpenTracing API 0.33.0, opentracing-interceptors 0.1.3, opentracing-jaxrs2 1.0.0, OpenTracing-noop 0.33.0, OpenTracing-util 0.33.0, opentracing-web-servlet-filter 0.2.3, OpenWS 1.5.6, ORC MapReduce 1.5.12, org.apache:lucene 2.9.1-v201101211721, org.apiguardian:apiguardian-api 1.0.0, org.opentest4j:opentest4j 1.1.1, org.osgi.annotation 6.0.0, org.osgi.org.osgi.annotation.versioning 1.0.0, org.osgi:org.osgi.service.cm 1.5.0, org.osgi:org.osgi.service.condpermadmin 1.1.1, org.osgi:org.osgi.service.permissionadmin 1.2.0, org.talend.commons.runtime.test 7.1.1, org.talend.resources 7.0.1, osgi.core 4.3.1, osgi.core 6.0.0, osgi.core 8.0.0, ovirt-engine-wildfly 24.0.1, OWL API 4.2.8, OWLAPI :: Sesame Rio module 4.2.8, OWLAPI Default Implementation 4.2.8, OWLAPI Model Interfaces and utilities 4.2.8, pact-jvm 3.6.14, parent-join 6.8.22, parsers 4.2.8, pass-authz-tools 0.1.0, percolator-client 6.8.22, ph-oton-bootstrap3 8.4.4, PicketLink API 2.5.5.SP12, PicketLink

Common 2.5.5.SP12, PicketLink Config 2.5.5.SP12, PicketLink Distribution - WildFly8 2.5.5.SP12, PicketLink Federation Core 2.5.5.SP12, PicketLink Identity Management - Simple JPA Entity Model 2.5.5.SP12, PicketLink Identity Management Implementation 2.5.5.SP12, PicketLink IDM API 2.5.5.SP12, PicketLink Main Implementation 2.5.5.SP12, picketlink-idm-simple-schema 2.7.1, pitest-entry 1.6.7, platform-python-pip 9.0.3, plugin-crypto 0.2.1, plugin-crypto 0.2.2, Prometheus Java Simpleclient 0.4.0, Prometheus Java Simpleclient 0.7.0, Prometheus Java Simpleclient 0.9.0, Prometheus Java Simpleclient Common 0.4.0, Prometheus Java Simpleclient Common 0.7.0, Prometheus Java Simpleclient Common 0.9.0, Prometheus Java Simpleclient Hotspot 0.4.0, Prometheus Java Simpleclient Httpserver 0.9.0, Prometheus Java Simpleclient Servlet 0.4.0, ProtoStream - builtin types 4.4.1.Final, ProtoStream serializers for protobuf 4.4.1.Final, protostuff :: api 1.6.0, protostuff :: collectionschema 1.6.0, protostuff :: core 1.7.2, protostuff :: runtime 1.6.0, python3-pip-wheel 9.0.3, python3-requests 2.20.0, qpid-proton 0.33.2, quaerite-analysis 1.0.0, Quarkus Dev tools - Project Core Extension Codestarts 3.0.0.Alpha3, quartz 2.0.13, Quartz Enterprise Job Scheduler 2.2.1, Quartz Enterprise Job Scheduler 2.3.2, rank-eval 6.8.22, rapidpm-microservice-modules-core-testutils 0.6.0, RAT 0.15, ReactiveMongo-Shaded 1.1.0-RC3, ReactiveMongo-Shaded-Native 0.18.8-osx-x86-64, reactor-core 3.2.11.RELEASE, reactor-core 3.3.0.RELEASE, reactor-core 3.3.1.RELEASE, reactor-core 3.3.2.RELEASE, reactor-core 3.4.19, reactor-core v3.2.21.RELEASE, reactor-core v3.3.13.RELEASE, reactor-core v3.3.5.RELEASE, reactor-core v3.3.9.RELEASE, reindex-client 6.8.12, reindex-client 6.8.22, remote-shuffle-service 0.0.10, rest-api-doc-generator 0.5.5, RESTEasy 3.15.1.Final, RESTEasy 3.6.1.Final, Resteasy Atom Provider 3.15.1.Final, RESTEasy CDI integration module 3.15.1.Final, RESTEasy Crypto 3.15.1.Final, Resteasy Jackson 2 Provider 3.15.1. Final, Resteasy Jackson 2 Provider 3.6.1. Final, RESTEasy JAX-RS Client 3.15.1.Final, RESTEasy JAX-RS Client 3.6.1.Final, RESTEasy JAX-RS Client API 4.0.0.Beta8, RESTEasy JAX-RS Client Microprofile 3.15.1.Final, RESTEasy JAX-RS Client Microprofile 4.5.9. Final-redhat-00006, RESTEasy JAX-RS Client Microprofile Base classes 3.15.1.Final, RESTEasy JAX-RS Core SPI 4.5.6.Final, RESTEasy JAX-RS JSAPI 3.15.1.Final, Resteasy Jettison Provider 3.15.1.Final, Resteasy JOSE JWT 3.15.1.Final, RESTEasy JSON-Binding Provider 3.15.1.Final, Resteasy JSON-P EE7 Provider 3.15.1.Final, Resteasy Multipart Provider 3.15.1.Final, Resteasy Multipart Provider 3.6.1.Final, RESTEasy RxJava 2 integration 3.15.1.Final, Resteasy Spring integration 3.15.1. Final, RESTEasy Validator Provider 3.15.1. Final, Resteasy YAML Provider 3.15.1.Final, Riff 2.5.0, river 2.0.12.Final, river 2.0.6.Final, RoaringBitmap 0.9.0, routing-release 0.254.0, RRD4J 3.5, runc 20230216-snapshot, russel's GPars 1.2.1, RxJava 2.2.13, RxJava 2.2.20, RxJava 2.2.4, RxJava 3.0.13, RxJava 3.0.13-RC4, scaffolding-core 2.0.0.RC1, scaffolding-core 2.1.0, Scala 2.12.11, Scala 2.12.15, Scala 2.12.17, Scala 2.12.8, Scala v2.12.10, scala-collection-compat 2.1.1, scala-collection-compat 2.1.2, scala-collection-compat 2.1.3, scala-collection-compat 2.6.0, scala-java8-compat 1.0.2, scala-logging 3.9.0, scala-logging 3.9.2, scala-logging 3.9.4, scala-parser-combinators 1.1.2, scala-xml 1.2.0, scalastyle 1.1.1, secure-sm 6.4.3, secure-sm 6.8.12, secure-sm 6.8.22, secure-sm 6.8.3, secure-sm 6.8.5, secure-sm 6.8.6, secure-sm 6.8.8, secure-sm 7.6.2, seek-io 1.3.0, selenese-runner-java 2.13.0, Selenium 2.42.2, Semargl: Core 0.6.1, Semargl: RDF 0.6.1, Semargl: RDFa 0.6.1, Semargl: Sesame Integration 0.6.1, serial 2.0.6.Final, serializer 2.9.1, Shamir's Secret Sharing 0.7.0, Shared Aspects 1.2.21, shibboleth-java-support-shaded 7.2.0.wso2v1-m3, Siddhi Extension - JSON Mapper 5.2.3, slf4j-jboss-logmanager 1.1.0.Final, sm-crypto-conflictless 1.0.2, SmallRye Common: Annotations 1.5.0, SmallRye Common: Classloader 1.5.0, SmallRye Common: Constraints 1.5.0, SmallRye Common: Expressions 1.5.0, SmallRye Common: Functions 1.5.0, SmallRye Fault Tolerance: API 5.0.0-RC2, SmallRye Fault Tolerance: API 5.2.1, SmallRye Fault Tolerance: Core 5.1.0, SmallRye Metrics external API 3.0.3, SmallRye Mutiny 0.14.0, SmallRye Mutiny - MicroProfile Reactive Streams Operators Implementation 0.14.0, SmallRye Mutiny - Runtime Helpers 2.1.1, SmallRye Mutiny - Vert.x Core 2.1.1, SmallRye Mutiny - Vert.x Kafka Client 2.1.1, SmallRye Reactive Messaging API 3.0.0, smallrye-opentracing 2.0.0, smallrye-reactive-converter-api 2.1.1, smallrye-reactive-messaging-kafka 3.0.0, smallrye-reactive-messaging-provider 3.0.0, SmallRye: Common classes 2.0.2, SmallRye: FileSystem ConfigSource 2.0.2, SmallRye: MicroProfile Config Core Implementation 2.0.2, SmallRye: MicroProfile Config Implementation 2.0.2, SmallRye: MicroProfile Fault Tolerance Implementation 5.1.0, SmallRye:

MicroProfile Health Implementation 3.0.2, SmallRye: MicroProfile JWT CDI Extension Implementation 3.1.1, SmallRye: MicroProfile JWT HTTP Mechanism Implementation 3.1.1, SmallRye: MicroProfile JWT Implementation 3.1.1, SmallRye: MicroProfile JWT Implementation Common 3.1.1, SmallRye: MicroProfile Metrics Implementation 3.0.3, SmallRye: MicroProfile OpenAPI Core 2.1.4, SmallRye: MicroProfile OpenAPI Core 2.1.6, SmallRye: MicroProfile OpenAPI JAX-RS extension 2.1.4, SnakeYAML 1.23, SnakeYAML 1.25, SnakeYAML 1.31, snappy-java 1.1.4-M3, snappy-java 1.1.7.1, snappy-java 1.1.7.2, snappy-java 1.1.7.3, snappy-java 1.1.7.5, snappy-java 1.1.7.6, snappy-java 1.1.8.3, snappy-java 1.1.8.4, software.amazon.ion:ion-java 1.0.2, software.amazon.ion:java 1.2.0, solr4j-demo 1.0.0, Spark Avro 3.1.2, Spark Project Catalyst 3.1.2, Spark Project Core 3.1.2, Spark Project GraphX 3.1.1.1.12.317210.0-15, Spark Project Local DB 3.1.2, Spark Project ML Library 3.1.2, Spark Project Networking 3.1.2, Spark Project Shuffle Streaming Service 3.1.3, Spark Project Sketch 3.1.1.1.14.317211.0-63, Spark Project SQL 3.1.2, Spark Project Streaming 3.1.3, Spark Project Tags 3.1.1.1.12.317210.0-15, Spark Project Unsafe 3.1.3, Spark-RSVD 1.1-spark3, SparseBitSet 1.2, Spatial4j 0.7, Spock Framework - Core 1.3-groovy-2.5, Spring Boot 2.3.3.RELEASE, Spring Boot 2.7.0-RC1, Spring Boot Actuator AutoConfigure 2.1.18.RELEASE, Spring Boot Actuator AutoConfigure 2.1.7.RELEASE, Spring Boot Actuator AutoConfigure 2.2.0.RELEASE, Spring Boot Actuator AutoConfigure 2.2.2.RELEASE, Spring Boot Actuator AutoConfigure 2.2.4.RELEASE, Spring Boot Actuator AutoConfigure 2.2.7.RELEASE, Spring Boot Actuator AutoConfigure 2.3.3.RELEASE, Spring Boot Actuator AutoConfigure 2.6.13, Spring Boot Actuator AutoConfigure 2.6.5, Spring Boot Actuator AutoConfigure 2.7.0, Spring Boot Configuration Processor 2.5.8, Spring Boot Mail Starter 2.5.8, Spring Boot Test 2.1.18.RELEASE, Spring Boot Undertow Starter 2.3.3.RELEASE, Spring Boot Undertow Starter 2.5.8, Spring Cloud Commons 2.0.0.RELEASE, Spring Cloud Commons 2.0.1.RELEASE, Spring Cloud Commons 2.0.2.RELEASE, Spring Cloud Commons 2.1.0.RELEASE, Spring Cloud Commons 2.1.4.RELEASE, Spring Cloud Commons 2.1.6.RELEASE, Spring Cloud Commons 2.2.0.RELEASE, Spring Cloud Context 2.0.0.RELEASE, Spring Cloud Context 2.0.1.RELEASE, Spring Cloud Context 2.0.2.RELEASE, Spring Cloud Context 2.1.0.RELEASE, Spring Cloud Context 2.1.4.RELEASE, Spring Cloud Context 2.1.6.RELEASE, Spring Cloud Context 2.2.0.RELEASE, Spring Cloud Sleuth Core 2.0.0.RELEASE, Spring Cloud Sleuth Core 2.0.1.RELEASE, Spring Cloud Sleuth Core 2.0.2.RELEASE, Spring Cloud Sleuth Core 2.1.0.RELEASE, Spring Cloud Sleuth Core 2.1.6.RELEASE, Spring Cloud Sleuth Core 2.1.7.RELEASE, Spring Cloud Sleuth Core 2.2.0.RELEASE, Spring Commons Logging Bridge 5.1.19.RELEASE, Spring Commons Logging Bridge 5.1.9.RELEASE, Spring Commons Logging Bridge 5.2.0.RELEASE, Spring Commons Logging Bridge 5.2.2.RELEASE, Spring Commons Logging Bridge 5.2.3.RELEASE, Spring Commons Logging Bridge 5.2.6.RELEASE, Spring Commons Logging Bridge 5.2.8.RELEASE, Spring Commons Logging Bridge 5.3.14, Spring Commons Logging Bridge 5.3.17, Spring Commons Logging Bridge 5.3.20, Spring Commons Logging Bridge 5.3.23, Spring Data Commons 2.1.10.RELEASE, Spring Data Commons 2.2.0.RELEASE, Spring Data Commons 2.2.3.RELEASE, Spring Data Commons 2.2.4.RELEASE, Spring Data Commons 2.5.7, Spring Data Commons 2.7.0, Spring Data DynamoDb 5.1.0, Spring Data DynamoDB 5.2.5, Spring Data JDBC 2.4.0, Spring Data JPA 2.1.10.RELEASE, Spring Data JPA 2.2.0.RELEASE, Spring Data JPA 2.2.3.RELEASE, Spring Data JPA 2.2.4.RELEASE, Spring Data JPA 2.5.7, Spring Data Relational 2.4.0, Spring Data REST 3.5.7, Spring Data REST - WebMVC 3.5.7, Spring Framework 5.2.6.RELEASE, Spring Framework 5.3.23, Spring HATEOAS 1.3.6, Spring Plugin Core 1.2.0.RELEASE, Spring Plugin Core 2.0.0.RELEASE, Spring REST Docs Core 2.0.6.RELEASE, Spring REST Docs MockMvc 2.0.5.RELEASE, Spring Security 5.1.6, Spring Security 5.7.1, Spring Web Flow 20170531-snapshot-f0373aa3, spring-boot-actuator 2.1.18.RELEASE, spring-boot-actuator 2.1.7.RELEASE, spring-boot-actuator 2.2.0.RELEASE, spring-boot-actuator 2.2.2.RELEASE, spring-boot-actuator 2.2.4.RELEASE, spring-boot-actuator 2.2.7.RELEASE, spring-boot-actuator 2.3.3.RELEASE, spring-boot-actuator 2.6.13, spring-boot-actuator 2.6.5, spring-boot-actuator 2.7.0, spring-cloud-starter 2.0.0.RELEASE, spring-cloud-starter 2.0.1.RELEASE, spring-cloud-starter 2.0.2.RELEASE, spring-cloud-starter 2.1.0.RELEASE, spring-cloud-starter 2.1.4.RELEASE, spring-cloud-starter 2.1.6.RELEASE, spring-cloud-starter 2.2.0.RELEASE, spring-cloud-starter-sleuth 2.0.0.RELEASE, spring-cloud-starter-sleuth 2.0.1.RELEASE, spring-cloud-starter-sleuth 2.0.2.RELEASE, spring-cloud-starter-sleuth 2.1.0.RELEASE, spring-cloud-starter-sleuth

2.1.6.RELEASE, spring-cloud-starter-sleuth 2.1.7.RELEASE, spring-cloud-starter-sleuth 2.2.0.RELEASE, spring-retry 1.2.2.RELEASE, spring-retry 1.2.4.RELEASE, spring-retry 1.2.5, spring-retry 1.3.3, spring-retry 1.3.4, spring-security-rsa 1.0.5, spring-security-rsa 1.0.7.RELEASE, spring-security-rsa 1.0.9.RELEASE, springdoc-openapi-common 1.2.11, springdoc-openapi-common 1.2.17, springdoc-openapi-common 1.2.32, springdoc-openapi-common 1.5.12, springdoc-openapi-common 1.6.6, springdoc-openapi-common 1.6.8, springdoc-openapi-ui 1.2.11, springdoc-openapi-ui 1.2.32, springdoc-openapi-ui 1.5.12, springdoc-openapi-ui 1.6.6, springdoc-openapi-ui 1.6.8, springdoc-openapi-webmvc-core 1.2.11, springdoc-openapi-webmvc-core 1.2.17, springdoc-openapi-webmvc-core 1.2.32, springdoc-openapi-webmvc-core 1.5.12, springdoc-openapi-webmvc-core 1.6.6, springdoc-openapi-webmvc-core 1.6.8, SpringFox 2.9.2, square-retrofit 2.8.2, ssl-config-core 0.3.7, StAX 1.1.1-dev, step-library-kw-http 1.0.14, stream-lib 2.9.6, Streaming API for XML (STAX API 1.0) 1.0, Sundrio :: Annotations :: Builder 0.22.0, Sundrio :: Annotations :: Builder 0.9.2, Sundrio :: Annotations :: Resourcecify 0.22.0, Sundrio :: Annotations :: Resourcecify 0.9.2, Sundrio :: Code generation 0.22.0, Sundrio :: Code generation 0.9.2, Sundrio :: Code generation :: Velocity :: No deps - Uberjar 0.90.1, Sundrio :: Core 0.22.0, Sundrio :: Core 0.9.2, swagger-core 1.5.1-M2, swagger-core 2.1.0, swagger-core 2.1.1, swagger-core 2.1.11, swagger-core 2.1.12, swagger-core 2.2.0, swagger-integration 2.1.0, swagger-integration 2.1.1, swagger-integration 2.1.11, swagger-models 1.5.20, swagger-models 2.1.0, swagger-models 2.1.1, swagger-models 2.1.11, swagger-models 2.1.12, swagger-models 2.1.13, swagger-models 2.2.0, swagger-ui 2.1.8-M1, swagger-ui 3.24.0, swagger-ui 3.24.3, swagger-ui 3.25.0, swagger-ui 3.52.5, swagger-ui 4.10.3, swagger-ui 4.5.0, t-digest 3.1, t-digest 3.2, tablesaw-json 0.33.0, tablesaw-json 0.33.3, TagSoup 1.2, Thymeleaf thymeleaf-3.0.12.RELEASE, thymeleaf-spring5 3.0.12.RELEASE, Tomahawk-2.0 1.1.15, tools 4.2.8, tpcds 1.4, Tracer resolver 0.1.8, transport-netty4-client 6.4.3, transport-netty4-client 6.8.12, transport-netty4-client 6.8.18, transport-netty4-client 6.8.22, transport-netty4-client 6.8.3, transport-netty4-client 6.8.5, transport-netty4-client 6.8.6, transport-netty4-client 6.8.8, transport-netty4-client 7.6.2, TrueZIP 6.8.1, unbescape 1.1.6.RELEASE, undertow 2.0.23, undertow 2.0.27, undertow 2.0.28, undertow 2.0.29, undertow 2.0.30, undertow 2.0.32, undertow 2.1.3, undertow 2.2.14, undertow 2.2.16, undertow 2.2.18, undertow 2.2.20, undertow 2.2.8, undertow 2.2.9.SP1-redhat-00001, Undertow Examples 16.0.0.Final, Undertow Examples 2.0.28.Final, Undertow Examples 2.2.8. Final, Undertow Servlet 2.0.23. Final, Undertow Servlet 2.0.27. Final, Undertow Servlet 2.0.28.Final, Undertow Servlet 2.0.29.Final, Undertow Servlet 2.0.30.Final, Undertow Servlet 2.0.32.Final, Undertow Servlet 2.1.3.Final, Undertow Servlet 2.2.14.Final, Undertow Servlet 2.2.16.Final, Undertow Servlet 2.2.17.Final, Undertow Servlet 2.2.20.Final, Undertow Servlet 2.2.8. Final, Undertow WebSockets JSR356 implementations 2.0.23. Final, Undertow WebSockets JSR356 implementations 2.0.27. Final, Undertow WebSockets JSR356 implementations 2.0.28. Final, Undertow WebSockets JSR356 implementations 2.0.29. Final, Undertow WebSockets JSR356 implementations 2.0.30. Final, Undertow WebSockets JSR356 implementations 2.0.32. Final, Undertow WebSockets JSR356 implementations 2.1.3. Final, Undertow WebSockets JSR356 implementations 2.2.14.Final, Undertow WebSockets JSR356 implementations 2.2.16.Final, Undertow WebSockets JSR356 implementations 2.2.17. Final, Undertow WebSockets JSR356 implementations 2.2.20. Final, Undertow WebSockets JSR356 implementations 2.2.5. Final, Undertow WebSockets JSR356 implementations 2.2.9. Final, univocity-parsers 2.9.1, uri-template 0.10, uri-template 0.9, Usage Metering 1.0 21.0.0.11, Vaadin 7.0.0.beta1, vaadin-timerextension 7.4.0, VDX Core 1.1.6, VDX WildFly 1.1.6, Velocidoc 0.2, velocity.apache.org/tools/devel 1.6.4, vert.x 4.0.2, Vert.x Kafka Client 4.0.2, view-tools 0.3, views-core 2.0.4, views-json 2.0.4, views-json-templates 2.0.4, W3C SVG DOM 1.1.0-v201011041433, WASdev/lib.rtcomm.clientjs v1.0.0-beta.5, webdriver-binaries-gradle-plugin 2.4, Weld Core 3.1.7.SP1, Weld EJB 3.1.7.SP1, Weld JSF 3.1.7.SP1, Weld JTA 3.1.5.SP1, Weld Parent 3.1.SP4, Weld SE (Uber Jar) 3.1.4.Final, Weld SPIs for container integration 3.1.SP4, Weld Web 3.1.7.SP1, wicket-jquery-ui 6.24.0, wicket-jquery-ui 8.10.2, wicket-jquery-ui-theme-base 6.24.0, Wildfly EJB Client HTTP invocation support 1.1.7. Final, WildFly Elytron 1.16.0. Final, WildFly Elytron - ASN.1 1.16.0.Final, WildFly Elytron - Audit Logging 1.16.0.Final, WildFly Elytron - Auth 1.16.0.Final, WildFly Elytron - Auth Server 1.16.0.CR1, WildFly Elytron - Auth Server 1.16.0.Final, WildFly Elytron - Auth Server Deprecated 1.16.0. Final, WildFly Elytron - Auth Server HTTP 1.16.0. Final, WildFly Elytron -

Auth Server SASL 1.16.0. Final, WildFly Elytron - Auth Util 1.16.0. Final, WildFly Elytron - Base 1.16.0.Final, WildFly Elytron - Client 1.16.0.Final, WildFly Elytron - Credential 1.16.0.Final, WildFly Elytron - Credential Source Implementation 1.16.0. Final, WildFly Elytron - Credential Store 1.16.0. Final, WildFly Elytron - Digest 1.16.0.Final, WildFly Elytron - Encryption 1.16.0.Final, WildFly Elytron - HTTP 1.16.0.Final, WildFly Elytron - HTTP Basic 1.16.0.Final, WildFly Elytron - HTTP Bearer 1.16.0.Final, WildFly Elytron - HTTP Cert 1.16.0.Final, WildFly Elytron - HTTP DIGEST 1.16.0.Final, WildFly Elytron - HTTP External 1.16.0.Final, WildFly Elytron - HTTP SPNEGO 1.16.0.Final, WildFly Elytron - HTTP SSO 1.16.0.Final, WildFly Elytron - HTTP Util 1.16.0.Final, WildFly Elytron - JACC 1.16.0.Final, WildFly Elytron - JASPI 1.16.0.Final, WildFly Elytron - JSON Utility Classes 1.16.0.Final, WildFly Elytron - JWT 1.16.0.Final, WildFly Elytron - Mechanism 1.16.0.Final, WildFly Elytron - Mechanism Digest 1.16.0.Final, WildFly Elytron - Mechanism GSSAPI 1.16.0.Final, WildFly Elytron - Mechanism Http 1.16.0.Final, WildFly Elytron - Mechanism OAuth2 1.16.0.Final, WildFly Elytron - Mechanism SCRAM 1.16.0.Final, WildFly Elytron - Password Implementation 1.16.0.Final, WildFly Elytron - Permission 1.16.0.Final, WildFly Elytron - Provider Util 1.16.0.Final, WildFly Elytron - Realm JDBC 1.16.0.Final, WildFly Elytron - Realm LDAP 1.16.0.Final, WildFly Elytron - Realm Token 1.16.0.Final, WildFly Elytron - SASL 1.16.0. Final, WildFly Elytron - SASL Anonymous 1.16.0. Final, WildFly Elytron - SASL Auth Utility Classes 1.16.0. Final, WildFly Elytron - SASL Digest 1.16.0. Final, WildFly Elytron - SASL Entity 1.16.0.Final, WildFly Elytron - SASL External 1.16.0.Final, WildFly Elytron - SASL GS2 1.16.0.Final, WildFly Elytron - SASL GSSAPI 1.16.0. Final, WildFly Elytron - SASL JBOSS-LOCAL-USER 1.16.0.Final, WildFly Elytron - SASL OAuth2 1.16.0.Final, WildFly Elytron - SASL OTP 1.16.0.Final, WildFly Elytron - SASL Plain 1.16.0.Final, WildFly Elytron - SASL SCRAM 1.16.0.Final, WildFly Elytron - Security Manager 1.16.0. Final, WildFly Elytron - Security Manager Action 1.16.0. Final, WildFly Elytron - SSL 1.16.0.Final, WildFly Elytron - Util 1.16.0.Final, WildFly Elytron - X.500 1.16.0.Final, WildFly Elytron - X.500 Certificate ACME 1.16.0.CR1, WildFly Elytron - X.500 Certificate ACME 1.16.0.Final, WildFly Elytron - X.500 Certificate Utility Classes 1.16.0. Final, WildFly Elytron - X.500 Certificates 1.16.0.Final, WildFly Elytron - X.500 Principals 1.16.0.CR1, WildFly Elytron - X.500 Principals 1.16.0.Final, WildFly Elytron Tool 1.16.0.Final, WildFly Elytron Web - Undertow Server 1.9.1.Final, WildFly Elytron Web - Undertow Servlet Integration 1.9.1. Final, Wildfly HTTP Client Common 1.1.7. Final, Wildfly HTTP Client JNDI invocation support 1.1.7. Final, WildFly transaction client 1.1.14.Final, wildfly-common 1.2.0.Final, wildfly-common 1.5.2.Final, wildfly-common 1.5.4.Final, wildfly-discovery-client 1.2.1.Final, wildfly-naming-client 1.0.14.Final, wildfly-openssl 2.1.2.Final, WildFly: Arquillian Bootable jar Container 5.0.0. Alpha1, WildFly: Bootable Jar runtime 16.0.0. Final, WildFly: Controller Client 16.0.0.Final, WildFly: Controller Core 16.0.0.Final, WildFly: Core Event Logger 16.0.0. Final, WildFly: Core Management Client 16.0.0. Beta3, WildFly: Core Management Subsystem 16.0.0.Beta3, WildFly: Core Security API 16.0.0.Beta4, WildFly: Core Security Utilities 16.0.0.Final, WildFly: Deployment Repository 16.0.0.Final, WildFly: Deployment Scanner 16.0.0.Final, WildFly: Discovery Subsystem 16.0.0. Beta3, WildFly: Domain HTTP Error Context 16.0.0. Final, WildFly: Domain HTTP Interface 16.0.0.Final, WildFly: Domain Management 16.0.0.Final, WildFly: Elytron Subsystem 16.0.0.Beta5, WildFly: Embedded 16.0.0.Final, WildFly: Host Controller 16.0.0.Final, WildFly: IO Subsystem 16.0.0.Final, WildFly: JMX Subsystem 16.0.0.Final, WildFly: Launcher API 17.0.0.Beta4, WildFly: Logging Subsystem 16.0.0.Beta3, WildFly: Management Client Content 16.0.0. Final, WildFly: Network 16.0.0. Final, WildFly: Patching Core 16.0.0. Beta4, WildFly: Platform MBean integration 16.0.0.Final, WildFly: Process Controller 16.0.0.Final, WildFly: Protocol Utilities 16.0.0. Final, WildFly: Remoting Subsystem 16.0.0. Final, WildFly: Request Controller 16.0.0.Final, WildFly: Security Manager Subsystem 16.0.0.Final, WildFly: Server 16.0.0.Final, WildFly: Threading Subsystem 16.0.0. Final, WildFly: Version 16.0.0. Final, WireMock 2.25.1, Woden - Core 1.0M10, Woodstox 3.1.2, Woodstox 4.1.1, Woodstox 5.0.3, Woodstox 6.0.3, Woodstox 6.1.1, Woodstox 6.2.4, Woodstox 6.2.6, Wrappers - Apache DBCP 1.2.2-201002241055, wsif 2.0.1_IB3, WSO2 Carbon - Human Task Engine 3.0.0, WSO2 Carbon - JIRA issue reporting 3.2.0, WSO2 Carbon - X509Certificate Revocation Validation 1.0.3, x-content 6.4.3, x-content 6.8.12, x-content 6.8.13, x-content 6.8.22, x-content 6.8.3, x-content 6.8.5, x-content 6.8.6, x-content 6.8.8, x-content 7.6.2, XBean :: Reflect 3.17, XBean :: Spring 4.14, XBean :: Spring 4.16, XBean :: Spring 4.17, XBean :: Spring 4.18, XBean: Spring 4.2, XMLBeans 2.4.0, XMLBeans 2.6.0, XMLBeans 3.0.2, XMLBeans

3.1.0, XMLBeans 5.0.3, xmlbeans maven plugin 2.3.0, xmlbeans-jsr173-api 1.0, XmlBeansXPath 2.5.0, XmlSchema Core 2.0, XmlSchema Core 2.2.5, XZ for Java 1.6, yunpian-java-sdk 1.2.7, Zipkin Reporter Metrics by Micrometer 2.11.0, Zipkin Reporter: Core 2.10.3, Zipkin Reporter: Core 2.11.0, Zipkin Reporter: Core 2.11.0, Zipkin Reporter: Core 2.7.14, Zipkin Reporter: Core 2.7.14, Zipkin Reporter: Core 2.7.3, Zipkin Reporter: Core 2.7.7, Zipkin v2 2.10.4, Zipkin v2 2.11.7, Zipkin v2 2.12.0, Zipkin v2 2.17.0, Zipkin v2 2.19.0, Zipkin v2 2.19.3, Zipkin v2 2.9.3, zjsonpatch 0.3.0, zkclient 0.10, zkclient 0.11, zuora-plugin 1.0.14, Æsh 2.4, Æsh Extensions 1.8, Æsh Readline 2.2, Æsh Terminal API 2.2)

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(liberror-perl 0.17029)

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(base-files 10.1ubuntu2.11, base-files 11.1+deb11u6, gcc-10-base 10.2.1, gcc-9-base 9.3.0, Perl 5.26.1, Perl 5.32.1)

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(iptables-libs 1.8.4)

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(libarchive 3.1.2)

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(HdrHistogram 2.1.9)

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(Iz4 1.7.5)

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(JLargeArrays 1.5, JTransforms 3.1)

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(watchconf-util 0.0.15)

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(OpenSSH 8.4p1)

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(libdb 5.3.21, libdb 5.3.28)

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(libjpeg 2.0.6)

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(libtirpc 1.1.4)

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(grizzled-slf4j 1.3.2)

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(iputils s20160308)

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(scala-parser-combinators 1.1.1)

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(XStream 1.4.2)

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(python3-dateutil 2.6.1)

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(kryo 2.24.0, kryo 4.0.2, reflectasm 1.09)

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(libc6-dev 2.31)

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(leveldbjni 1.7)

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(javapackages-tools 3.4.1, python-javapackages 3.4.1)

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(TrouSerS 0.3.15, trousers-lib 0.3.15)

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(yii2-widget-timepicker v1.0.0)

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(libzstd 1.4.4, zstd 1.4.8)

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mongo-java-server 1.40.0, mpdecimal 2.5.1, MSV Core 2010.2, oboformat parser adapted for direct OWLAPI inclusion 4.2.8, OpenRDF Sesame: Model 2.7.16, OpenRDF Sesame: Rio - API 2.7.16, OpenRDF Sesame: Rio - Binary 2.7.16, OpenRDF Sesame: Rio - Datatypes 2.7.16, OpenRDF Sesame: Rio - Languages 2.7.16, OpenRDF Sesame: Rio - N-Quads 2.7.16, OpenRDF Sesame: Rio - N-Triples 2.7.16, OpenRDF Sesame: Rio - N3 (writer-only) 2.7.16, OpenRDF Sesame: Rio - RDF/JSON 2.7.16, OpenRDF Sesame: Rio - RDF/XML 2.7.16, OpenRDF Sesame: Rio - TriG 2.7.16, OpenRDF Sesame: Rio - TriX 2.7.16, OpenRDF Sesame: Rio - Turtle 2.7.16, OpenRDF Sesame: util 2.7.16, openssl-pkcs11 0.4.10, p11-kit-trust 0.23.22, passwd 0.80, PCRE 8.39, PCRE 8.42, PCRE2 10.32, PCRE2 10.36, pcsc-lite 1.8.8, platform-python-pip 9.0.3, protobuf-java 3.11.0, protobuf-java 3.13.0, protobuf-java 3.13.0-rc-3, protobuf-java 3.4.0, python3-decorator 4.2.1, python3-idna 2.5, python3-pip-wheel 9.0.3, python3-pysocks 1.6.8, re2j 1.2, ReflectASM 1.11.2, ReflectASM 1.11.8, scala-java8-compat 0.8.0-RC8, scala-java8-compat 0.9.0, Serp 1.15.1, sg3_utils-libs 1.44, Shadow Tool Suite 0.79, Shadow Tool Suite 4.6, The Multiverse core package 0.7.0, UrlRewrite 4.0.5, webbit 0.4.14, xsdlib 2011.1, xsdlib 2022.7)

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(xmlenc 0.52)

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(jaxen 1.1.1, jaxen 1.1.6, jaxen 1.2.0)

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(python-protobuf 3.14.0)

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(protobuf-java 2.6.1)

Gregory Kick

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(libpcap 1.9.1)

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(libp11-kit0 0.23.22, p11-kit 0.23.22, p11-kit 0.23.9)

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(ASM 6.2.1, ASM 9.1)

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(Heimdal Kerberos 7.5.0)

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(libedit2 3.1-20191231)

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(libbsd 0.11.3)

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(libarchive 3.3.3)

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(libjpeg 1.2.90)

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(Py4J 0.10.9)

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(JLine - Java Console input Library 2.14.6)

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(esapi-java-legacy 2.1.0)

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(sg3_utils 1.44)

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(antlr 4.8)

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(busybox 1.31.1, Bzip2 1.0.6, Bzip2 1.0.8)

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(nvidia-visual-profiler 9.+8u77~10.0.130)

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369

(gcc-10-base 10.2.1, gcc-9-base 9.3.0)

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(gcc-10-base 10.2.1, gcc-9-base 9.3.0, liberror-perl 0.17029, nvidia-visual-profiler 9.+8u77~10.0.130, Perl 5.26.1, Perl 5.32.1)

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(gcc-10 10.2.1, GMP 6.0.0, gzip 1.10, StAX 1.0-2)

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Version 3, 29 June 2007

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Version 3.1, 31 March 2009

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487

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Version 2.1, February 1999

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(ACL 2.2.51, ACL 2.2.52, ACL 2.2.53, Advanced Linux Sound Architecture (ALSA) 1.1.8, Advanced Linux Sound Architecture (ALSA) v1.2.5, Audit 2.8.2, Audit 2.8.5, Audit 3.0, avahi 0.6.31, c3p0:JDBC DataSources/Resource Pools 0.9.1.1, CKeditor WYSIWYG editor 4.17.2, Common Annotations 1.1 API 1.0.0.Beta2, cracklib 2.9.0, CSS Parser 0.9.13, datrie 0.1.28, datrie 0.2.13, efficient-java-matrix-library 0.23, Expression Language API 2.0.0. Final, fge/jackson-coreutils 1.0, fge/jackson-coreutils 1.8, FindBugs-Annotations 2.0.0, FindBugs-Annotations 3.0.0, Gawk 4.2.1, gcc-10-base 10.2.1, gcc-9-base 9.3.0, getopt 1.0.12-brew, getopt 1.0.13, glibc-gconv-extra 2.28, GNU C Library 2.31, GNU Compiler Collection 10.3.1 git20210424, GNU Compiler Collection 8.5.0, GnuPG Made Easy (GPGME) 1.13.1, GnuPG Made Easy (GPGME) 1.3.2, GnuTLS 3.7.1, GObject-introspection 1.56.1, GTK 2.42.2, Hibernate Commons Annotations 5.0.4. Final, Hibernate Commons Annotations 5.0.5. Final, Hibernate Commons Annotations 5.1.0. Final, Hibernate Commons Annotations 5.1.2. Final, Hibernate ORM 5.3.10, Hibernate ORM 5.3.18, Hibernate ORM 5.4.10, Hibernate ORM 5.4.33, Hibernate ORM 5.4.6, Hibernate ORM 5.4.9, Hibernate Search 5.10.11. Final, Hibernate Search Avro Serialization 5.10.11. Final, Hibernate Search JMS Backend 5.10.11. Final, iText, a JAVA-PDF library 2.0.8, JArchive 1.1.0.0, Java Native Access (JNA) 4.5.1, Java Native Access (JNA) 4.5.2, Java Native Access (JNA) 5.10.0, Javassist 3.24.0-GA, Javassist 3.27.0, Javassist rel 3 23 2 ga, Javassist rel 3 25 0 ga,

JAX-RS provider for JSON content type 1.6.3, JBoss Community Application Server JBossIDE 1.4.1, JBoss IIOP Client 1.0.1. Final, JBoss Java EE 7 Specification APIs - All 1.1.1. Final, JBoss Negotiation 3.0.6. Final, JBoss Negotiation Common 3.0.6. Final, JBoss Negotiation NTLM 3.0.6. Final, JBoss port of sunxacml 2.0.8.Final, JBoss XACML 2.0.8.Final, JBoss XACML- Assembly 2.0.8.Final, JGraphT - Core 0.9.1, JGraphT - Ext 0.9.1, jipijapa EclipseLink integration 24.0.0.Final, jipijapa Hibernate 4.1.x + 4.2.x (JPA 2.0) integration 24.0.0. Final, jipijapa Hibernate 4.3.x (JPA 2.1) integration 24.0.0. Final, jipijapa Hibernate 5.3.x (JPA 2.2) integration 24.0.0.Final, jipijapa Hibernate 5.x (JPA 2.1) integration 24.0.0.Final, jipijapa OpenJPA integration 24.0.0.Final, jipijapa SPI 24.0.0.Final, json-schema-core 1.2.5, keyutils 1.5.8, kmod-libs 20, kmod-libs 25, libassuan 2.1.0, libassuan 2.5.1, libassuan 2.5.3, libcap-ng 0.7.5, libcap-ng 0.7.7, libcap-ng 0.7.9, libcrypt-dev 4.4.18, libcrypt1 4.4.18, libgcrypt 1.5.3, libgcrypt 1.8.1, libgpg-error 1.12, libgpg-error 1.27, libgpg-error 1.31, libgpg-error 1.38, Libidn 1.28, liblgr-1-0 0.4.2, liblgr-1-0-dev 0.4.2, libmnl 1.0.4, libnuma1 2.0.12, libprocps8 3.3.17, librtmp 2.4+20151223.gitfa8646d.1, libselinux1-dev 3.1, libsemanage1 2.7, libsemanage1 3.1, libsepol 2.7, libsepol 3.1, libsepol1-dev 3.1, libssh 0.9.6, libsystemd0 247.3, Libtasn1 4.16.0, Libtasn1 4.17.0, libusb 1.0.23, Linux Extended Attributes 2.4.46, Linux Extended Attributes 2.4.47, Linux Extended Attributes 2.4.48, Linux Kernel SCTP 1.0.17, Linux Unified Key Setup 2.0.3, Locales 2.27, mariadb-java-client 2.3.0, mariadb-java-client 2.4.0, mariadb-java-client 2.4.3, mariadb-java-client 2.4.4, mariadb-java-client 2.6.2, mariadb-java-client 2.7.6, mchange-commons-java 0.2.15, module-init-tools 20, Nettle 3.4.1, nvidia-visual-profiler 9.+8u77~10.0.130, org.sat4j.core 2.3.0.v20110329, org.sat4j.pb 2.3.0.v20110329, OW2 Bundles :: Externals :: SLF4J :: JDK 1.0.30, Picketbox Commons 1.0.0.final, PicketLink Federation XML Security Model 2.0.1.1.final, pkg-config 0.29.2, Procps 3.3.12, Procps 3.3.15, PycURL 7.19.0, PyGPGME 0.3, RPM 4.11.3, selinux 3.1, SpotBugs Annotations 3.1.11, SpotBugs Annotations 4.0.0-beta1, SWT (Standard Widget Toolkit) 4.3, systemd 219, systemd 237, systemd 239, systemd 247.3, Trove for Java 3.0.2, Trove for Java 3.0.3, UMLMDA, a UML/MDA Generator Framework 2.11.8, Undertow Examples 16.0.0. Final, Undertow to JAXWS 2.2 HTTP SPI bridge 1.0.1.Final, urlgrabber 3.10, WildFly: Application Client Bootstrap 24.0.0.Final, WildFly: Base Health Extension 24.0.0. Final, WildFly: Base Metrics Extension 24.0.0. Final, WildFly: Batch Integration Subsystem (JBeret implementation) 24.0.0.Final, WildFly: Bean Validation 24.0.0.Final, WildFly: Bootable Jar runtime 16.0.0. Final, WildFly: Clustered service provider registry services 24.0.0. Final, WildFly: Clustering API implementation 24.0.0. Final, WildFly: Clustering integration with JBoss Marshalling 24.0.0. Final, WildFly: Clustering marshalling API 24.0.0. Final, WildFly: Clustering marshalling SPI 24.0.0.Final, WildFly: Clustering Public API 24.0.0.Final, WildFly: Clustering services 7.4.3.GA-redhat-00002, WildFly: Clustering SPI 24.0.0.Final, WildFly: Common abstractions for cache-based session manager implementations, 24.0.0. Final, WildFly: Common code for clustering subsystems 24.0.0. Final, WildFly: Common EE implementations for caches 24.0.0. Final, WildFly: Config Admin 24.0.0.Final, WildFly: Connector Subsystem 24.0.0.Final, WildFly: Controller Client 16.0.0.Final, WildFly: Controller Core 16.0.0.Final, WildFly: Core Event Logger 16.0.0.Final, WildFly: Core Management Client 16.0.0.Beta3, WildFly: Core Management Subsystem 16.0.0.Beta3, WildFly: Core Security API 16.0.0.Beta4, WildFly: Core Security Utilities 16.0.0.Final, WildFly: Datasources with Agroal connection pool 24.0.0.Final, WildFly: Deployment Repository 16.0.0.Final, WildFly: Deployment Scanner 16.0.0.Final, WildFly: Discovery Subsystem 16.0.0.Beta3, WildFly: Distributable Web Subsystem 24.0.0.Final, WildFly: Distributed Web Session Infinispan provider 24.0.0.Final, WildFly: Distributed Web Session SPI 24.0.0.Final, WildFly: Domain HTTP Error Context 16.0.0.Final, WildFly: Domain HTTP Interface 16.0.0.Final, WildFly: Domain Management 16.0.0.Final, WildFly: EE 24.0.0.Final, WildFly: EE clustering - HotRod service provider 14.0.0.Final, WildFly: EE clustering -HotRod service provider 24.0.0. 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commons-codec 1.10, commons-codec 1.3, commons-codec 1.9, commons-codec,commons-codec,1.15 1.15,
commons-collections 3.2.2, commons-configuration 1.9, commons-digester 1.8, commons-httpclient 3.1, commons-io 2.4,
commons-io,commons-io,2.10.0 2.10.0, commons-lang 2.3, commons-lang 2.4, commons-lang 2.6, commonslogging 1.2,
commons-logging,commons-logging-adapters,1.1 1.1, commons-net 2.2, commons-pool,commons-pool, 1.3 1.3,
commons-pool,commons-pool,1.6 1.6, commons-validator,commons-validator,1.4.0 1.4.0, dengue,1.5.1 1.5.1, disruptor 3.4.2,
easymock 3.1, ecdsa-sig-formatter,1.0.11 1.0.11, com.github.veithen.cosmos.bootstrap,org.eclipse.equinox.p2.r 0.1,
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jmx,4.1.5 4.1.5, io.dropwizard.metrics,metrics-core,4.1.1 4.1.1, io.dropwizard.metrics,metrics-graphite,4.1.1 4.1.1,
io.dropwizard.metrics,metrics-jmx,4.1.1 4.1.1, io.dropwizard.metrics,metrics-jvm,4.1.1 4.1.1, metrics-core 4.0.5,
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metricshealthchecks 4.0.5, metrics-json 4.0.5, io.netty,netty-buffer,4.1.73.Final 4.1.73.Final, io.netty,netty-codec,4.1.73.Final 4.1.73. Final, io.netty,netty-common,4.1.73. Final 4.1.73. Final, io.netty,netty-handler,4.1.73. Final 4.1.73. Final, io.netty,netty-transport-classes-epoll,4.1.73.Final 4.1.73.Final, io.netty,netty-transport-native-epoll,4.1.73.Final 4.1.73. Final, io.netty,netty-transport,4.1.73. Final 4.1.73. Final, io.opentracing.opentracing.api,0.30.0 0.30.0, opentracing.api 0.31.0, opentracing-noop 0.33.0, opentracing-util 0.33.0, simpleclient 0.4.0, simpleclient_common 0.4.0, simpleclient_hotspot

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0.4.0, simpleclient_servlet 0.4.0, protostuff-api 1.6.0, protostuff-collectionschema 1.6.0, protostuff-core 1.6.0, protostuff-runtime
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jakarta.validation-api 2.0.2, activation 1.1.1, javax.cache.cache-api,1.1.0 1.1.0, javax.enterprise,cdi-api,1.1-20130403
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inidispatch, 6.1.0, 6.1.0, joda-time, 2.3, joda-time, joda-time, 1.6.2, joda-time, joda-time, 2.10.5, joda-time, 2.8.1,
joda-time,joda-time,2.8.2 2.8.2, org.netbeans.external,json-simple-1.1.1,RELEASE80 null, json-smart 2.2.1, log4j 1.2.17,
eigenbase-properties 1.1.5, net.jodah,failsafe,1.0.4 1.0.4, lz4 1.3.0, net.maritimecloud.pki,mc-pki,0.8.0 0.8.0,
net.minidev,accessors-smart,2.4.7 2.4.7, net.minidev,json-smart,2.4.7 2.4.7, sizeof-agent 1.0.1, opencsv 2.3,
net.sourceforge.nekohtml,nekohtml,1.9.18 1.9.18, owlapi-distribution 4.2.8, antlr4-runtime 4.5.1-1,
org.apache.aries,org.apache.aries.util,1.1.3 1.1.3, org.apache.aries.application,org.apache.aries.application.ap 1.0.0,
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org.apache.aries.jmx,org.apache.aries.jmx.core.whiteboard,1. 1.1.5, org.apache.aries.jndi,org.apache.aries.jmx
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1.1.6, org.apache.aries.subsystem.org.apache.aries.subsystem.api,2. 2.0.10,
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commons-configuration 2 2.1.1, commons-crypto 1.0.0, commons-csv 1.4, commons-exec 1.3, commons-lang 3 3.3.2,
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apacheds-kerberos-codec 2.0.0-M15, org.apache.directory.shared,shared-all,0.9.19 0.9.19,
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1.0, org.apache.geronimo.specs,geronimojpa_2.0_spec,1.1 1.1, org.apache.geronimo.specs,geronimo-osgi-registry,1.1 1.1,
org.apache.geronimo.specs,geronimoservlet_3.0_spec,1.0 1.0, org.apache.geronimo.specs,geronimo-validation_1.0_spec,1.1
1.1,
org.apache.geronimo.specs,geronimo-validation_1.1_spec,1.0-a 1.0-alpha-1, geronimo-jaxrs_1.1_spec 1.0,
geronimojcdi_1.0_spec 1.0, geronimo-jta_1.1_spec 1.1.1, org.apache.hive,hive-storage-api,2.7.2 2.7.2, htrace-core4
4.1.0 incubating, org.apache.httpcomponents, httpasyncclient, 4.1.4 4.1.4, org.apache.httpcomponents, httpclient, 4.5.10 4.5.10 ,
org.apache.httpcomponents,httpclient,4.5.13 4.5.13, org.apache.httpcomponents,httpcore-nio,4.4.10 4.4.10,
org.apache.httpcomponents,httpcore-nio,4.4.12 4.4.12, org.apache.httpcomponents,httpcore,4.4.12 4.4.12,
org.apache.httpcomponents,httpcore 4.4.4, httpccore 4.4.6, httpclient 4.5.2, httpclient 4.5.3, httpclient-cache 4.5.3, httpcli
4.3.6, ivy 2.4.0, org.apache.jena,jena-arq,2.9.4 2.9.4, org.apache.jena,jena-core,2.7.4 2.7.4,
org.apache.jena,jena-iri,0.9.4 0.9.4, org.apache.jena,jena-tdb,0.9.4 0.9.4, kerb-core 1.0.1, kerb-util 1.0.1, kerby-asn1 1.0.1,
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org.apache.logging.log4j,log4j-web,2.17.1 2.17.1, log4j-api 2.11.2, log4j-api 2.7, log4j-core 2.11.2, log4j-core 2.7, log4jslf4j-impl
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myfacescore-project, 2.0.5, org. apache. myfaces.core, myfaces-api, 2.0.4, org. apache. myfaces.core, myfaces-api, 2.2.9
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org.apache.spark,spark-mllib-local 2.12,3.1.2 3.1.2,
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org.apache.velocity,velocity-engine-core,2.2 2.2, velocity 1.7,
wink-client 1.4, wink-common 1.4, org.apache.ws.commons.axiom,axiom-impl,1.2.8 1.2.8,
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Code locations.		

This product contains code for encoding, decoding and testing UTF8:

* datasketches-memory-java8/src/main/java/org/apache/datasketches/memory/internal/Utf8.java

- * datasketches-memory-java8-tests/src/test/java/org/apache/datasketches/memory/test/Utf8Test.java
- * datasketches-memory-java8-tests/src/test/java/org/apache/datasketches/memory/test/lsValidUtf8TestUtil.java and adapted from Java source code located at:

https://github.com/protocolbuffers/protobuf/blob/master/java/core/src/main/java/com/google/protobuf/Utf8.java,

Code locations:

https://github.com/protocolbuffers/protobuf/blob/master/java/core/src/test/java/com/google/protobuf/Utf8Test.java,

https://github.com/protocolbuffers/protobuf/blob/master/java/core/src/test/java/com/google/protobuf/ IsValidUtf8TestUtil.java,

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- * datasketches-memory-java8/src/main/java/org/apache/datasketches/memory/internal/XxHash64.java and adapted from C++ code located at:
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- * datasketches-memory-java8-tests/src/test/java/org/apache/datasketches/memory/test/MemoryTest.java * datasketches-memory-java8-tests/src/test/java/org/apache/datasketches/memory/test/UtilTest.java com.yahoo.datasketches,sketches-core,0.12.0 0.12.0

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Mark Struberg struberg@apache.org,

Gerhard Petracek gpetracek@apache.org,

Romain Manni-Bucau rmannibucau@apache.org,

Ron Smeral @apache.org, Emily Jiang emijiang@uk.ibm.com,

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org.apache.parquet,parquet-hadoop,1.12.2 1.12.2, org.apache.parquet,parquet-jackson,1.12.2 1.12.2,
org.apache.poi,poi-ooxml-lite,5.1.0 5.1.0, org.apache.poi,poi-ooxml, 5.1.0 5.1.0, org.apache.poi,poi,5.1.0 5.1.0,
org.apache.solr,solr-analysis-extras,8.11.1 8.11.1, org.apache.solr,solranalytics,8.11.1 8.11.1, org.apache.solr,solr-cell,8.11.1
8.11.1, org.apache.solr,solr-core,8.11.1 8.11.1, org.apache.solr,solr-dataimporthandler-extras,8.11.1 8.11.1,
org.apache.solr,solr-dataimporthandler,8.11.1 8.11.1, org.apache.solr,solr-langid,8.11.1 8.11.1, org.apache.solr,solr-langid,8.11.1
8.11.1, org.apache.solr,solr-solrj,8.11.1 8.11.1, org.apache.solr,solr-velocity,8.11.1 8.11.1, org.apache.xmlbeans,5.0.3
5.0.3, org.apache.zookeeper,zookeeper,
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10.4.0, org.eclipse.core,org.eclipse.core.commands,3.6.0 3.6.0, org.eclipse.paho,org.eclipse.paho.client.mqttv3,1.0.2 1.0.2, org.eclipse.persistence,eclipselink,2.6.0 2.6.0, org.eclipse.persistence,javax.persistence,2.1.1 2.1.1, org.eclipse.platform

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javax.annotation,javax.annotation-api,1.3.1 1.3.1, javax.json,javax.json-api,1.0 1.0, javax.json,javax.json-api,1.1.3 1.1.3,

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, @colors/colors, 1.5.0 1.5.0, @dabh/diagnostics, 2.0.2 2.0.2, @emotion/cache, 10.0.29 10.0.29, @emotion/core, 10.3.0 10.3.0, @emotion/core,10.3.1 10.3.1, @emotion/css,10.0.27 10.0.27, @emotion/hash,0.8.0 0.8.0, @emotion/memoize, 0.7.4 0.7.4, @emotion/serialize,0.11.16 0.11.16, @emotion/sheet,0.9.4 0.9.4, @emotion/stylis,0.8.5 0.8.5, @emotion/ unitless,0.7.5 0.7.5, @emotion/utils,0.11.3 0.11.3, @emotion/weak-memoize,0.2.5 0.2.5, @exodus/lodash,4.17.21exodus.1 4.17.21-exodus.1, @mrmlnc/readdir-enhanced,2.2.1 2.2.1, @nodelib/fs.stat,1.1.3 1.1.3, @nodelib/fs.walk,1.2.8 1.2.8, @sindresorhus/is,4.4.0 4.4.0, @szmarczak/http-timer,4.0.6 4.0.6, @turf/turf,3.8.0 3.8.0, @types/cacheable-request, 6.0.2 6.0.2, @types/caseless,0.12.2 0.12.2, @types/glob,7.2.0 7.2.0, @types/got,9.6.12 9.6.12, @types/http-cachesemantics,4.0.1 4.0.1, @types/js-yaml,3.12.7

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3.12.7, @types/keyv,3.1.3 3.1.3, @types/minimatch,3.0.5 3.0.5, @types/node,
10.17.60 10.17.60, @types/node,17.0.17 17.0.17, @types/normalize-package-data,2.4.1 2.4.1, @types/parse-json,4.0.0 4.0.0,
@types/responselike,1.0.0 1.0.0, @types/tough-cookie,4.0.1 4.0.1, @types/ws,6.0.4 6.0.4, abbrev,1.1.1 1.1.1, accepts,1.3.7
1.3.7, accepts, 1.3.8, 1.3.8, accesscontrol-middleware, 1.0.3, 1.0.3, acorn-globals, 6.0.0, 6.0.0, acorn-walk, 7.2.0, 7.2.0, acorn, 7.4.1
7.4.1, aggregate-error, 3.1.0 3.1.0, airbnb-prop-types, 2.16.0 2.16.0, ajv-keywords, 3.5.2 3.5.2, ajv, 6.12.6, 6.12.6,
ansi-escapes, 4.3.2 4.3.2, ansi-regex, 4.1.0 4.1.0, ansi-regex, 5.0.0 5.0.0, ansi-styles, 2.2.1 2.2.1, ansi-styles, 4.3.0 4.3.0,
ansicolors, 0.3.2, append-field, 1.0.0, 1.0.0, archy, 1.0.0, 1.0.0, arr-flatten, 1.1.0, 1.1.0, array-back, 2.0.0, 2.0.0, arraydiffer, 1.0.0
1.0.0, array-differ, 3.0.0 3.0.0, array-from, 2.1.1 2.1.1, array-union, 1.0.2 1.0.2, array-union, 2.1.0 2.1.0, array-prototype.find, 2.1.2
2.1.2, array.prototype.foreach, 1.0.2 1.0.2, arrify, 2.0.1 2.0.1, asap, 2.0.6 2.0.6, asn1, 0.2.6 0.2.6, assert-plus 1.0.0,
assign-symbols, 1.0.0 1.0.0, ast-types, 0.13.4 0.13.4, async-limiter, 1.0.1 1.0.1, async, 2.6.3 2.6.3, async, 3.2.3,
at-least-node, 1.0.0 1.0.0, atob, 2.1.2 2.1.2, aws4,1.11.0 1.11.0, babel-helper-builder-react-jsx,6.26.0 6.26.0,
babelplugin-emotion, 10.2.2 10.2.2, babel-plugin-macros, 2.8.0 2.8.0, babel-plugin-syntax-flow, 6.18.0, 6.18.0,
babel-pluginsyntax-jsx,6.18.0 6.18.0, babel-plugin-transform-flow-strip-types,6.22.0 6.22.0,
babel-plugin-transform-react-displayname, 6.25.0 6.25.0, babel-plugin-transform-react-jsx-self, 6.22.0 6.22.0,
babel-plugin-transform-react-jsx-source, 6.22.0, babel-plugin-transform-react-jsx, 6.24.1, 6.24.1,
babel-plugin-transform-runtime, 6.23.0 6.23.0, babel-preset-flow, 6.23.0 6.23.0, babel-preset-react, 6.24.1 6.24.1,
babel-runtime, 6.26.0, babel-runtime, 7.0.0-beta.1, babel-types, 6.26.0, balanced-match, 1.0.2, 1.0.2,
base-x,3.0.5 3.0.5, base64-js,1.5.1 1.5.1, bcryptjs,2.4.3 2.4.3, big.js, 5.2.2 5.2.2, binaryextensions,2.3.0 2.3.0, blacklist,1.1.4
1.1.4, body-parser, 1.19.1 1.19.1, bootstrap-slider, 7.1.0, brace-expansion, 1.1.11 1.1.11, braces, 3.0.2,
buffer-alloc-unsafe, 1.1.0 1.1.0, buffer-fill, 1.0.0 1.0.0, buffer-from, 1.1.2 1.1.2, buffer, 5.2.1 5.2.1, bytes, 3.1.1 3.1.1,
cacheable-lookup,5.0.4 5.0.4, call-bind,1.0.2 1.0.2, camelcase,6.2.0 6.2.0, camelcase,6.3.0 6.3.0, canvg,2.0.0-beta.0
2.0.0-beta.0, capture-stack-trace, 1.0.1 1.0.1, chalk, 1.1.3 1.1.3, chalk, 2.4.2 2.4.2, chokidar, 3.5.3 3.5.3, chownr, 2.0.0 2.0.0,
classnames 2.2.5, classnames, 2.2.6 2.2.6, cli-cursor, 3.1.0 3.1.0, cli-table, 0.3.11 0.3.11, cliui, 3.2.0 3.2.0, cliui, 5.0.0 5.0.0,
clj-time, clj-time, 0.8.0 0.8.0, clone-deep, 4.0.1 4.0.1, clone-response, 1.0.2 1.0.2, clone-stats, 1.0.0 1.0.0, coffee-loader, 0.7.3 0.7.3,
coffee-script, 1.12.7 1.12.7, color-convert, 1.9.3 1.9.3, color-name, 1.1.0
1.1.0, color-name, 1.1.4 1.1.4, color-string, 1.9.0 1.9.0, color, 3.2.1 3.2.1, colorspace, 1.1.4 1.1.4, com. quicedee. services, slf4i,
1.2.0.1-jre15 1.2.0.1-jre15, commander,2.20.3 2.20.3, commander,4.1.1 4.1.1, commondir,1.0.1 1.0.1, componentemitter,1.3.0
1.3.0, compute-gcd,1.2.1 1.2.1, compute-lcm,1.1.2 1.1.2, compute-scroll-into-view,1.0.17 1.0.17, consolidated-events,1.1.1 1.1.1,
content-disposition, 0.5.2 0.5.2, content-disposition, 0.5.3 0.5.3, content-disposition, 0.5.4 0.5.4, cookie-parser, 1.4.6 1.4.6,
cookie, 0.3.1 0.3.1, cookie, 0.4.0 0.4.0, cookie, 0.4.1 0.4.1, cookiejar, 2.1.3 2.1.3, core-js,
2.6.12 2.6.12, core-util-is, 1.0.2 1.0.2, cosmiconfig, 6.0.0 6.0.0, create-react-class, 15.7.0 15.7.0, crypto-random-string, 2.0.0 2.0.0,
cssom, 0.3.8, 0.3.8, csstype, 2.6.19, 2.6.19, csstype, 3.0.10, 3.0.10, dashdash, 1.14.1, 1.14.1, data-uri-to-buffer, 1.2.0, 1.2.0,
data-uri-to-buffer, 3.0.1 3.0.1, data-urls, 2.0.0 2.0.0, datatables-tabletools, 2.2.2 2.2.2, datatables, 1.10.5-dev, 1.10.5-dev,
de.kotka,lazymap,3.1.0 3.1.0, debug,3.2.7 3.2.7, debug,4.3.3 4.3.3, decimal.js,10.3.1 10.3.1, deep-extend,0.6.0 0.6.0,
deepis, 0.1.4 0.1.4, defaults, 1.0.3 1.0.3, defer-to-connect, 1.1.3 1.1.3, defer-to-connect, 2.0.1, degenerator, 2.2.0 2.2.0,
delayed-stream 1.0.0, diagnostics, 1.1.1 1.1.1, diff3, 0.0.3 0.0.3, dnd-core, 2.5.4 2.5.4, dom-helpers, 3.4.0 3.4.0, domhelpers, 5.2.1
5.2.1, domexception, 2.0.1, downshift, 5.2.1, editions, 2.3.1, emoji-regex, 7.0.3, 7.0.3, emoji-regex, 8.0.0, 8.0.0,
emojis-list, 3.0.0 3.0.0, enabled, 2.0.0 2.0.0, errlop, 2.2.0 2.2.0, error, 7.2.1 7.2.1, es-abstract, 1.19.1 1.19.1,
es-array-method-boxes-properly, 1.0.0 1.0.0, es6-map, 0.1.5 0.1.5, es6-promisify, 5.0.0 5.0.0, es6-set, 0.1.5 0.1.5, escalade, 3.1.1
3.1.1, escape-string-regexp,1.0.5 1.0.5, event-emitter,0.3.5 0.3.5, eventemitter3,4.0.7 4.0.7, execa,4.1.0 4.1.0,
express-session,1.17.2 1.17.2, express,4.17.2 4.17.2, extend-shallow,2.0.1 2.0.1, extglob,2.0.4 2.0.4, fast-deep-equal,3.1.3
3.1.3, fast-glob, 3.2.11 3.2.11, fast-json-stable-stringify, 2.1.0 2.1.0, fast-safe-stringify, 2.1.1 2.1.1, fecha, 4.2.1 4.2.1,
fengariinterop,0.1.3 0.1.3, file-uri-to-path,2.0.0 2.0.0, find-root,1.1.0 1.1.0, flatpickr,4.6.1 4.6.1, fn.name,1.1.0 1.1.0,
focus-trapreact, 6.0.0 6.0.0, focus-trap, 4.0.2 4.0.2, for-in, 1.0.2 1.0.2, form-data, 2.3.3 2.3.3, form-data, 2.5.1 2.5.1, form-data, 3.0.1
3.0.1, form-urlencoded, 4.5.1 4.5.1, formidable, 1.2.6 1.2.6, forwarded, 0.2.0 0.2.0, fs-extra, 9.1.0 9.1.0, fs-minipass, 2.1.0 2.1.0,
fs,0.0.2 0.0.2, fs.realpath,1.0.0 1.0.0, fsevents,2.3.2 2.3.2, function.prototype.name,1.0.3 1.0.3,
function.prototype.name,1.1.5 1.1.5, functions-have-names,1.2.2 1.2.2, get-intrinsic,1.1.1 1.1.1, get-node-dimensions, 1.2.1
1.2.1, get-symbol-description, 1.0.0 1.0.0, get-uri, 3.0.2 3.0.2, get-value, 2.0.6 2.0.6, getpass, 0.1.7 0.1.7, glob-parent, 5.1.2 5.1.2,
glob,7.1.6 7.1.6, globals,11.12.0 11.12.0, got,11.8.2 11.8.2, got,11.8.3 11.8.3, graceful-fs,4.2.9 4.2.9, handlebars,4.0.5 4.0.5,
har-schema, 2.0.0 2.0.0, har-validator, 5.1.5 5.1.5, has-ansi, 2.0.0 2.0.0, has-symbols, 1.0.2 1.0.2, hastostringtag, 1.0.0 1.0.0,
has-value, 0.3.1 0.3.1, has-value, 1.0.0 1.0.0, has-values, 0.1.4 0.1.4, has, 1.0.3 1.0.3, hosted-git-info, 2.8.9 2.8.9,
html-encoding-sniffer, 2.0.1 2.0.1, http-errors, 1.6.3 1.6.3, http-errors, 1.7.2 1.7.2, http-errors, 1.8.1 1.8.1, http2wrapper, 1.0.3 1.0.3,
https-proxy-agent, 3.0.1 3.0.1, humanize-plus, 1.8.2 1.8.2, ignore, 3.3.10 3.3.10, import-fresh, 3.3.0 3.3.0, inflight, 1.0.6 1.0.6,
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ini,1.3.8 1.3.8, ini,2.0.0 2.0.0, internal-slot,1.0.3 1.0.3, interpret,1.4.0 1.4.0, invariant,2.2.4 2.2.4, invert-kv,1.0.0 1.0.0,
io-toaster, 0.0.1, ioredis-mock, 4.21.8, 4.21.8, ioredis, 4.28.5, ipaddr. js, 1.9.1, isaccessor-descriptor, 0.1.6, 0.1.6,
is-bigint, 1.0.4 1.0.4, is-binary-path, 2.1.0 2.1.0, is-boolean-object, 1.1.2 1.1.2, is-callable, 1.2.4 1.2.4, is-core-module, 2.8.1 2.8.1,
is-date-object, 1.0.5, is-extendable, 0.1.1, is-extendable, 1.0.1, isextglob, 1.0.0, 1.0.0, is-extglob, 2.1.1, 2.1.1,
is-glob, 2.0.1 2.0.1, is-glob, 4.0.3 4.0.3, is-invalid-path, 0.1.0 0.1.0, is-negativezero, 2.0.2 2.0.2, is-number-object, 1.0.6 1.0.6,
is-number, 3.0.0 3.0.0, is-obj, 2.0.0 2.0.0, is-object, 1.0.2 1.0.2, is-plain-object, 2.0.4 2.0.4, is-plain-object, 3.0.1 3.0.1,
is-potential-custom-element-name, 1.0.1 1.0.1, is-regex, 1.1.4 1.1.4, is-scoped, 1.0.0
1.0.0, is-shared-array-buffer, 1.0.1 1.0.1, is-stream, 2.0.1 2.0.1, is-string, 1.0.7 1.0.7, is-symbol, 1.0.4 1.0.4, is-touch-device, 1.0.1
1.0.1, is-typedarray 1.0.0, is-utf8,0.2.1 0.2.1, is-valid-path,0.1.1 0.1.1, is-weakref,1.0.2 1.0.2, isarray,0.0.1 0.0.1, isbinaryfile,4.0.8
4.0.8, isobject, 2.1.0 2.1.0, isomorphic-ws, 4.0.1 4.0.1, isstream, 0.1.2 0.1.2, istextorbinary, 2.6.0 2.6.0, jalaali-js, 1.2.3 1.2.3, slf4j-api
1.7.23, jose,1.28.1 1.28.1, jquery-ui-dist,1.13.0 1.13.0, jquery-ui-touch-punch,0.2.3 0.2.3, jQuery,1.8.0 1.8.0, jQuery,2.0.0 2.0.0,
jquery, 2.1.0-beta 2 2.1.0-beta 2, js-yaml, 3.14.1 3.14.1, jsdom, 16.7.0 16.7.0, jsonschema-traverse, 0.3.1 0.3.1, jsonfile, 4.0.0 4.0.0,
jsonfile,6.1.0 6.1.0, jsonwebtoken,8.5.1 8.5.1, jsprim,1.4.1 1.4.1, jsprim, 1.4.2 1.4.2, jws,3.2.2 3.2.2, keycode,2.2.1 2.2.1,
keyv,4.0.3 4.0.3, kind-of,3.2.2 3.2.2, kubernetes-client,8.3.7 8.3.7, kuler,
1.0.1 1.0.1, kuler, 2.0.0 2.0.0, lazy-cache, 2.0.2 2.0.2, lines-and-columns, 1.2.4 1.2.4, load-json-file, 4.0.0 4.0.0, load-script, 1.0.0
1.0.0, loader-utils, 1.4.0, lodash-compat, 3.10.2, lodash-es, 4.12.0, lodash-es, 4.17.21, lodash 4.17.21, lodash 4.17.21,
lodash.debounce, 4.0.8, lodash.findlast, 4.6.0, lodash.flattmap, 4.5.0, lodash.flattendeep, 4.4.0, 4.4.0,
lodash.get,4.4.2 4.4.2, lodash.isarguments,3.1.0 3.1.0, lodash.isboolean,3.0.3 3.0.3, lodash.isnumber,3.0.3 3.0.3,
lodash.isplainobject, 4.0.6, lodash.omit, 4.5.0, lodash.once, 4.1.1, lodash.throttle, 4.1.1, logform, 2.3.2, 2.3.2,
logform, 2.4.0 2.4.0, loose-envify, 1.4.0 1.4.0, lowercase-keys, 1.0.1 1.0.1, lowercase-keys, 2.0.0 2.0.0, lru-cache, 4.1.5 4.1.5,
Iru-cache, 5.1.1 5.1.1, Iru-cache, 6.0.0 6.0.0, Iunr, 0.7.1 0.7.1, map-cache, 0.2.2 0.2.2, mem-fs-editor, 7.1.0 7.1.0,
memoize-one,5.2.1 5.2.1, merge2,1.4.1 1.4.1, micromatch,3.1.10 3.1.10, micromatch,4.0.4 4.0.4, mime-db,
1.51.0 1.51.0, mime-types, 2.1.34 2.1.34, mime, 2.6.0 2.6.0, mimic-fn, 2.1.0 2.1.0, minimatch, 3.0.4 3.0.4, minimist, 1.2.5 1.2.5
, minizlib, 2.1.2 2.1.2, mobx-react-lite, 1.5.0 1.5.0, mobx-react-lite, 1.5.2 1.5.2, mobx-react, 6.1.8 6.1.8, mobx-utils, 5.5.5 5.5.5,
mobx,4.15.4 4.15.4, moment-hijri,2.1.2 2.1.2, moment-jalaali,0.7.2 0.7.2, moment-timezone,0.5.14 0.5.14,
moment-timezone, 0.5.34 0.5.34, moment, 2.29.1 2.29.1, ms, 2.1.3 2.1.3, multer, 1.4.4 1.4.4, mute-stream, 0.0.8 0.0.8,
negotiator, 0.6.3 0.6.3, net.razorvine, pyrolite, 4.30 4.30, netmask, 2.0.2 2.0.2, nice-try, 1.0.5 1.0.5, node-fetch, 2.6.7 2.6.7,
node,node,16.13.1 16.13.1, nodent-compiler,3.2.13 3.2.13, nodent-transform,3.2.9 3.2.9, normalize-url,4.5.1 4.5.1,
normalize-url,6.1.0 6.1.0, npm-api,1.0.1 1.0.1, oauth2orize,1.11.1 1.11.1, object-hash,2.2.0 2.2.0, object-inspect,1.12.0 1.12.0,
object-is,1.1.5 1.1.5, object-keys,1.1.1 1.1.1, object-visit,1.0.1 1.0.1, object.assign,4.1.2 4.1.2, object.entries,1.1.5 1.1.5,
object.pick, 1.3.0, object.values, 1.1.5, oidc-token-hash, 5.0.1, once, 1.4.0, one-time, 1.0.0, 1.0.0,
openid-client, 3.15.10 3.15.10, org. apache. felix, org. apache. felix.gogo.runtime, 0.16.2, org. jsoup, jsoup, 1.14.2, 1.14.2,
duct-tape 1.0.6, org.slf4j,jul-to-slf4j,1.7.30 1.7.30, org.slf4j,slf4j-api,1.7.30 1.7.30, slf4j-api 1.7.25, slf4j-jdk14 1.7.23, slf4jjdk14
1.7.5, slf4j-log4j12 1.7.23, slf4j-nop 1.7.23, org.typelevel,algebra_2.12,2.0.0-M2 2.0.0-M2,
org.typelevel,catskernel 2.12,2.0.0-M4 2.0.0-M4, org.typelevel,machinist 2.12,0.6.8 0.6.8, org.typelevel,spire 2.12,0.17.0-M1
0.17.0-M1, org.typelevel,spire-macros_2.12,0.17.0-M1 0.17.0-M1, org.typelevel,spire-platform_2.12,0.17.0-M1 0.17.0-M1,
org.typelevel,spire-util 2.12,0.17.0-M1 0.17.0-M1, owl.carousel2.thumbs,0.1.2 0.1.2, p-cancelable,0.3.0 0.3.0, pcancelable,2.1.1
2.1.1, p-map,2.1.0 2.1.0, p-map,4.0.0 4.0.0, p-try,2.2.0 2.2.0, pac-proxy-agent,4.1.0 4.1.0, pac-resolver,
4.2.0 4.2.0, paged-request, 2.0.2 2.0.2, parent-module, 1.0.1 1.0.1, parse-json, 5.2.0 5.2.0, parse5, 6.0.1 6.0.1, passport-local,
1.0.0 1.0.0, passport, 0.4.1 0.4.1, path-to-regexp, 0.1.7 0.1.7, path-type, 4.0.0 4.0.0, performance-now, 0.2.0 0.2.0,
performance-now, 2.1.0 2.1.0, picomatch, 2.3.0 2.3.0, picomatch, 2.3.1 2.3.1, pify, 3.0.0 3.0.0, pluralize, 8.0.0 8.0.0,
prettybytes, 5.6.0 5.6.0, prop-types-exact, 1.2.0 1.2.0, prop-types, 15.8.1 15.8.1, proxy-addr, 2.0.7 2.0.7, proxy-agent, 4.0.1 4.0.1, q,
1.0.1 1.0.1, queue-microtask, 1.2.3 1.2.3, quick-lru, 5.1.1 5.1.1, raf, 3.4.1 3.4.1, rangy, 1.3.0-beta. 2 1.3.0-beta. 2, raw-body, 2.3.3
2.3.3, raw-body, 2.4.0 2.4.0, raw-body, 2.4.2 2.4.2, rc, 1.2.8 1.2.8, react-addons-shallow-compare, 15.6.3 15.6.3,
reactckeditor-component, 1.0.7 1.0.7, react-dates, 12.7.1 12.7.1, react-dom, 16.13.0 16.13.0, react-draggable, 3.3.2 3.3.2,
reactevent-listener, 0.6.6 0.6.6, react-height, 3.0.2 3.0.2, react-highlighter, 0.4.3 0.4.3, react-input-autosize, 3.0.0 3.0.0,
reactlifecycles-compat, 3.0.4 3.0.4, react-list, 0.8.11, react-measure, 2.1.0, react-moment-proptypes, 1.8.1, 1.8.1,
react-motion, 0.5.2 0.5.2, react-portal, 3.2.0 3.2.0, react-resizable, 1.8.0 1.8.0, react-select-multivalclick, 3.1.1 3.1.1,
reactselect, 3.2.0 3.2.0, react-swipeable-views-core, 0.13.7 0.13.7, react-swipeable-views-utils, 0.13.9 0.13.9,
react-swipeableviews, 0.13.9, 13.9, react-virtualized, 9.21.0, read-pkg, 3.0.0, read-pkg, 5.2.0, read-pkg, 5
3.6.0, rediscommands, 1.7.0 1.7.0, redux, 3.7.2 3.7.2, reflect. ownkeys, 0.2.0 0.2.0, regenerator-runtime, 0.12.1 0.12.1,
regeneratorruntime, 0.13.9 0.13.9, remove-trailing-separator, 1.1.0 1.1.0, repeat-element, 1.1.4 1.1.4, repeat-string, 1.6.1 1.6.1,
require-directory, 2.1.1 2.1.1, requirejs-domready, 2.0.1 2.0.1, resize-observer-polyfill, 1.5.1 1.5.1, resolve-alpn, 1.2.1 1.2.1,
```

resolve,1.12.0 1.12.0, resolve,1.22.0 1.22.0, responselike,1.0.2 1.0.2, responselike,2.0.0 2.0.0, restore-cursor,3.1.0 3.1.0, ret, 0.1.15 0.1.15, reusify, 1.0.4 1.0.4, run-parallel, 1.2.0 1.2.0, safe-stable-stringify, 1.1.1 1.1.1, safe-stable-stringify, 2.0.0 2.0.0, safe-stable-stringify, 2.3.1 2.3.1, scheduler, 0.19.1 0.19.1, schema-utils, 0.3.0 0.3.0, scoped-regex, 1.0.0 1.0.0, semvercompare, 1.0.0 1.0.0, semver, 5.7.1 5.7.1, send, 0.17.2, serve-static, 1.14.2, 1.14.2, set-getter, 0.1.1, 0.1.1, setprototypeof,1.1.0 1.1.0, shallow-equal,1.2.1 1.2.1, shebang-command,1.2.0 1.2.0, shebang-regex,1.0.0 1.0.0, shebangregex, 3.0.0 3.0.0, side-channel, 1.0.4 1.0.4, signal-exit, 3.0.7 3.0.7, simple-swizzle, 0.2.2 0.2.2, slash, 1.0.0 1.0.0, snapdragon, 0.8.2 0.8.2, socks-proxy-agent, 5.0.1 5.0.1, source-map-url, 0.4.1 0.4.1, sshpk, 1.17.0 1.17.0, stackblur-canvas, 1.0.0 1.0.0, standard-as-callback, 2.1.0 2.1.0, statuses, 1.5.0 1.5.0, string_decoder, 0.10.31 0.10.31, string_decoder, 1.1.1 1.1.1, string_decoder, 1.3.0 1.3.0, string-width, 3.1.0 3.1.0, string-width, 4.2.2 4.2.2, string.prototype.trim, 1.2.5 1.2.5, string.prototype.trimend,1.0.4 1.0.4, string.prototype.trimstart,1.0.4 1.0.4, strip-ansi,5.2.0 5.2.0, strip-ansi,6.0.0 6.0.0, strip-bom-buf, 1.0.0 1.0.0, strip-bom-stream, 2.0.0 2.0.0, strip-eof, 1.0.0 1.0.0, superagent-prefix, 0.0.2 0.0.2, supportspreserve-symlinks-flag, 1.0.0 1.0.0, swagger-fluent, 5.0.3 5.0.3, symbol-observable, 1.2.0 1.2.0, symbol-tree, 3.2.4 3.2.4, tabbable, 3.1.2 3.1.2, test, 0.6.0 0.6.0, text-hex, 1.0.0 1.0.0, textangular, 1.4.0 1.4.0, textextensions, 2.6.0 2.6.0, through, 2.3.8 2.3.8, through2,2.0.5 2.0.5, to-fast-properties,1.0.3 1.0.3, to-readable-stream,1.0.0 1.0.0, to-regex-range,2.1.1 2.1.1, toregex-range, 5.0.1, 5.0.1, toidentifier, 1.0.0, toidentifier, 1.0.1, tr46, 0.0.3, tr46, 2.1.0, type-fest, 0.21.3, 0.21.3, type-fest, 0.6.0 0.6.0, typedarray-to-buffer, 3.1.5 3.1.5, typedarray, 0.0.6 0.0.6, uid 2, 0.0.4 0.0.4, uikit, 2.18.0 2.18.0, underscore 1.12.1, union-value, 1.0.1 1.0.1, unique-string, 2.0.0 2.0.0, universalify, 0.1.2 0.1.2, universalify, 2.0.0 2.0.0, unset-value, 1.0.0 1.0.0, untildify, 3.0.3 3.0.3, url-to-options, 1.0.1 1.0.1, use-resize-observer, 6.1.0 6.1.0, util, 0.10.4 0.10.4, utils-merge, 1.0.1 1.0.1, valid-url, 1.0.9 1.0.9, validate.io-array, 1.0.6 1.0.6, validate.io-function, 1.0.2 1.0.2, validate.iointeger-array, 1.0.0 1.0.0, validate.io-integer,1.0.5 1.0.5, validate.io-number,1.0.3 1.0.3, validator,13.6.0 13.6.0, validator, 13.7.0 13.7.0, vinyl,2.2.1 2.2.1, w3c-xmlserializer, 2.0.0 2.0.0, warning, 3.0.0 3.0.0, wcwidth, 1.0.1 1.0.1, wed, 0.12.0 0.12.0, whatwg-encoding, 1.0.5 1.0.5, whatwg-url,8.7.0 8.7.0, which-module,2.0.0 2.0.0, which,1.3.1 1.3.1, which,2.0.2 2.0.2, window-or-global,1.0.1 1.0.1, window-size, 0.1.4 0.1.4, winston-transport, 4.4.2 4.4.2, winston-transport, 4.5.0 4.5.0, winston, 3.5.1 3.5.1, winston, 3.6.0 3.6.0, with-open-file, 0.1.7 0.1.7, wrap-ansi, 7.0.0 7.0.0, wrappy, 1.0.2 1.0.2, ws, 6.2.2 6.2.2, ws, 7.5.7 7.5.7, y18n, 4.0.3 4.0.3, yallist, 4.0.0 4.0.0, yaml,1.10.2 1.10.2, yargs-parser,15.0.3 15.0.3, yargs,16.1.1 16.1.1, yargs, 16.2.0 16.2.0, z-schema,4.2.4 4.2.4 @babel/code-frame, 7.16.7 7.16.7

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na

@babel/runtime,7.16.7 7.16.7

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na

aggregate-error, 3.1.0 3.1.0

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Any litigation arising from this Agreement will be settled exclusively by the court of Rio de Janeiro, RJ.

CANADA: General (Section 5): The following replaces item 7:

7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws in the Province of Ontario

PERU: Limitation of Liability (Section 4): The following is added at the end of this section:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

UNITED STATES OF AMERICA: General (Section 5): The following is added to this section:

U.S. Government Users Restricted Rights - Use, duplication or disclosure restricted by the GSA ADP Schedule Contract with the IBM Corporation.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America

ASIA PACIFIC

AUSTRALIA: Limited Warranty (Section 3): The following is added:

The warranties specified in this Section are in addition to any rights You may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability (Section 4): The following is added:

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State or Territory in which You acquired the Program license

CAMBODIA, LAOS, and VIETNAM: Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America

The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

HONG KONG S.A.R. and MACAU S.A.R. of China: Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of Hong Kong Special Administrative Region of China

INDIA: Limitation of Liability (Section 4): The following replaces the terms of items 1 and 2 of the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by You for the individual Program that is the subject of the claim.

General (Section 5): The following replaces the terms of item 5:

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

Governing Law, Jurisdiction, and Arbitration (Section 6): The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

JAPAN: General (Section 5): The following is inserted after item 5:

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA: Limitation of Liability (Section 4): The word "SPECIAL" in item 2 of the third paragraph is deleted:

NEW ZEALAND: Limited Warranty (Section 3): The following is added:

The warranties specified in this Section are in addition to any rights You may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if You require the goods for the purposes of a business as defined in that Act.

Limitation of Liability (Section 4): The following is added:

Where Programs are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA: Charges (Section 2): The following is added:

All banking charges incurred in the People's Republic of China will be borne by You and those incurred outside the People's Republic of China will be borne by IBM.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America (except when local law requires otherwise)

PHILIPPINES: Limitation of Liability (Section 4): The following replaces the terms of item 2 of the third paragraph:

2. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

Governing Law, Jurisdiction, and Arbitration (Section 6): The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

SINGAPORE: Limitation of Liability (Section 4): The words "SPECIAL" and "ECONOMIC" are deleted from item 2 of the third paragraph.

General (Section 5): The following replaces the terms of item 7:

Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 4 above (Limitation of Liability), a person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

TAIWAN: Limited Warranty (Section 3): The last paragraph is deleted.

EUROPE, MIDDLE EAST, AFRICA (EMEA)

Limited Warranty (Section 3): In the European Union, the following is added:

In the European Union, consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the Limited Warranty provision set out above at section 3 of this Agreement. The territorial scope of the Limited Warranty is worldwide.

Limitation of Liability (Section 4): In Austria, Denmark, Finland, Greece, Italy, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland, the following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement or due to any other cause related to this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges You paid for the Program.

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC

CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible.

Limitation of Liability (Section 4): In France and Belgium, the following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges You paid for the Program that has caused the damages.

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

- 2. UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.
- 3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible

Governing Law, Jurisdiction, and Arbitration (Section 6)

Governing Law

The phrase "the laws of the country in which You acquired the Program license" is replaced by:

- "the laws of Austria" in Albania, Armenia, Azerbaijan, Belarus,
 Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan,
 FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan,
 Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia;
- 2) "the laws of France" in Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal,

Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna;

- 3) "the laws of Finland" in Estonia, Latvia, and Lithuania;
- 4) "the laws of England" in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe; and
- 5) "the laws of South Africa" in South Africa, Namibia, Lesotho and Swaziland.

Jurisdiction

The following exceptions are added to this section:

- 1) In Austria the choice of jurisdiction for all disputes arising out of this Agreement and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City);
- 2) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe all disputes arising out of this Agreement or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts;
- 3) in Belgium and Luxembourg, for all disputes arising out of this Agreement or related to its interpretation or its execution, only the law and the courts of the capital of the country in which Your registered office and/or commercial office is located are competent;
- 4) in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris;
- 5) in Russia, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Agreement shall be settled by Arbitration Court of Moscow;
- 6) in South Africa, Namibia, Lesotho and Swaziland, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the High Court in Johannesburg:
- 7) in Turkey all disputes arising out of or in connection with this Agreement shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey;
- 8) in each of the following specified countries, any legal claim arising out of this Agreement will be brought before, and settled exclusively by, the competent court of a) Athens for Greece, b) Tel Aviv-Jaffa for Israel, c) Milan for Italy,
- d) Lisbon for Portugal, and e) Madrid for Spain; and
- 9) in the United Kingdom, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the English courts.

Arbitration

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules.

The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

AUSTRIA: Limited Warranty (Section 3): The following is inserted at the beginning of this Section:

The Warranty Period is twelve months from the date of delivery. The limitation period for consumers in action for breach of warranty is the statutory period as a minimum.

The warranty for a Program covers the functionality of the Program for its normal use and the Program's conformity to its specifications.

The final two paragraphs are replaced with the following:

This is our sole obligation to You, except as otherwise required by applicable statutory law.

General (Section 5): The following is added to item 4:

For purposes of this clause, contact information will also include information about You as a legal entity, for example revenue data and other transactional information.

GERMANY: Limited Warranty (Section 3): The same changes apply as those in Limited Warranty (Section 3) under Austria above.

Limitation of Liability (Section 4): The following paragraph is added to this Section:

The limitations and exclusions specified in this Section will not apply to damages caused by IBM intentionally or by gross negligence.

General (Section 5): The following replace the terms of item 5:

Any claims resulting from this Agreement are subject to a statute of limitation of three years, except as stated in Section 3 (Limited Warranty) of this Agreement.

HUNGARY: Limitation of Liability (Section 4): The following is added at the end of this section:

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Agreement balance this limitation of liability.

IRELAND: Limited Warranty (Section 3): The following is added to this section:

Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing, all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

Limitation of Liability (Section 4): The following replaces the terms of this section in its entirety:

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to You whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, You are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and Your sole remedy.

- 1. IBM will accept unlimited liability for (a) death or personal injury caused by the negligence of IBM, and (b) subject always to the Items for Which IBM is Not Liable below, for physical damage to Your tangible property resulting from the negligence of IBM.
- 2. Except as provided in item 1 above, IBM's entire liability for actual damages for any one Default will not in any event exceed the greater of 1) EUR 125,000, or 2) 125% of the amount You paid for the Program directly relating to the Default. These limits also apply to any of IBM's suppliers and Program developers. They state the maximum for which IBM and such suppliers and Program developers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or Program developers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

- 1. loss of, or damage to, data;
- 2. special, indirect, or consequential loss; or
- 3. loss of profits, business, revenue, goodwill, or anticipated savings.

ITALY: General (Section 5): The following is added to this section:

IBM and Customer (hereinafter, individually, "Party") shall comply with all the obligations of the applicable provisions of law and/or regulation on personal data protection. Each of the Parties will indemnify and keep the other Party harmless from any damage, claim, cost or expense incurred by the latter, directly and or indirectly, as a consequence of an infringement of the other Party of the mentioned provisions of law and/or regulations.

SLOVAKIA: Limitation of Liability (Section 4): The following is added to the end of the last paragraph:

The limitations apply to the extent they are not prohibited under ■■ 373-386 of the Slovak Commercial Code.

General (Section 5): The terms of item 5 are replaced with the following:

THE PARTIES AGREE THAT ANY LEGAL OR OTHER ACTION RELATED TO A BREACH OF THIS AGREEMENT MUST BE COMMENCED NO LATER AS DEFINED BY THE LOCAL LAW (4 YEARS) FROM THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND: Limited Warranty (Section 3): The following is added at the end of the first paragraph:

notwithstanding any advice or assistance that IBM may have given to You prior to the selection of such Programs.

SWITZERLAND: General (Section 5): The following is added to item 4:

For purposes of this clause, contact information will also include information about You as a legal entity, for example revenue data and other transactional information.

UNITED KINGDOM: Limited Warranty (Section 3): The following replaces the first sentence in the fourth paragraph of this section:

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability (Section 4): The following replaces the terms of this section in its entirety:

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to You, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, You are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and Your sole remedy.

- 1. IBM will accept unlimited liability for:
- (a) death or personal injury caused by the negligence of IBM;
- (b) any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section; and
- (c) subject always to the Items for Which IBM is Not Liable below, for physical damage to Your tangible property resulting from the negligence of IBM.
- 2. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in item 1 above, exceed the greater of 1) ■■75,000, or 2) 125% of the amount You paid for the Program directly relating to the Default. These limits also apply to IBM's suppliers and Program developers. They state the maximum for which IBM and such suppliers and Program developers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or Program developers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

- 1. loss of, or damage to, data;
- 2. special, indirect, or consequential loss; or
- 3. loss of profits, business, revenue, goodwill, or anticipated savings.

Z125-3301-12 (06/2006) LICENSE INFORMATION

The Programs listed below are licensed under the following terms and conditions in addition to those of the International Program License Agreement.

Program Name: IBM DB2 Driver for JDBC and SQLJ

Program Number: Tool

Authorization for Use on Home/Portable Computer: The Program may be stored on the primary machine and another machine, provided that the Program is not in active use on both machines at the same time.

Excluded Components

The provisions of this paragraph do not apply to the extent they are held to be invalid or unenforceable under the law that governs this license. The components listed below are "Excluded Components." Notwithstanding any of the terms in the Agreement or any other agreement You may have with IBM:

- (a) the third party suppliers of such Excluded Components ("Suppliers") provide the components WITHOUT WARRANTIES OF ANY KIND and, such Suppliers DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EXCLUDED COMPONENTS;
- (b) in no event are the Suppliers liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, including but not limited to lost data, lost savings, and lost profits, with respect to the Excluded Components; and,
- (c) IBM and the Suppliers are not liable to You, and will not defend, indemnify, or hold You harmless for any claims arising from or related to the Excluded Components.

Notwithstanding these exclusions, in Germany and Austria, IBM's warranty and liability for the Excluded Components is governed only by the respective terms applicable for Germany and Austria in the IBM license agreements.

Notices and important information that IBM is required to provide to You with respect to the Excluded Components, including instructions for obtaining source code for certain Excluded Components, may be found in the NOTICES file(s) that accompanies the Program.

Your use of the Excluded Components is governed by the terms of the Agreement and not by any terms that may be contained in the NOTICES file(s). The terms contained in the Agreement are offered by IBM and not by any other party. Future Program updates or fixpacks may contain additional Excluded Components. Such additional Excluded Components, and related notices and information, if any, will be listed in another NOTICES file that accompanies the Program update or fixpack.

The following are Excluded Components: for DB2 Version 9

- * Expat 1.95.1
- * CUP Parser Generator 0.10k
- * Apache Common-FileUpload 1.0
- * Apache Common-Validator 1.0.2
- * Apache Common-Collections 2.1
- * Apache Common-Digestor 1.5
- * APache Common-BeanUtils 1.6
- * Apache Jakarta Struts 1.1

- * Apache Tomcat 4.1.30
- * Apache Lucene 1.4.3
- * Apache Lucene HTML Parser 1.4.3
- * Apache Ant v. 1.6.5
- * XML4C v 5.6
- * XSLT4C 1.10
- * Eclipse SDK 3.1.2
- * Eclipse Help System 3.1.1
- * Eclipse Modeling Framework 1.1.1
- * Eclipse Web Tools Platform (WTP) 1.0.2
- * GEF 3.1.1
- * XSD 2.1.2
- * TPTP 4.0.1.1
- * UML2 1.1.1
- * ICU4C 3.2.1
- * MX4J 1.1.1
- * Info-ZIP 5.31
- * zlib 1.2.2
- * Minizip 1.01

for embedded Websphere Application Server Version 6.1

- * Apache Ant v. 1.6.5
- * Apache Commons-Discovery v. 0.2
- * Apache Commons-Logging v. 1.0.3
- * CUP Parser Generator 0.10k
- * Apache Derby v. 10.1
- * Apache Jakarta JSP Standard Tag Library (JSTL) Code v. 1.1
- * Apache Jakarta Struts 1.1
- * Apache Soap v. 2.3.1
- * Apache Web Services Invocation Framework Code (WSIF) v. 2.0
- * XML4C v 5.5.0
- * Eclipse Modeling Framework 2.1.1
- * OSGi Materials
- * JYTHON 2.1.3
- * XML SCHEMAS
- * ICU4J 3.4.3

Separately Licensed Code

The provisions of this paragraph do not apply to the extent they are held to be invalid or unenforceable under the law that governs this license. Each of the components listed below is considered "Separately Licensed Code". IBM Separately Licensed Code is licensed to You under the terms of the applicable third party license agreement(s) set forth in the NON_IBM_LICENSE file(s) that accompanies the Program. Notwithstanding any of the terms in the Agreement, or any other agreement You may have with IBM, the terms of such third party license agreement(s) governs Your use of all Separately Licensed Code unless otherwise noted below.

Future Program updates or fixpacks may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in

another NON_IBM_LICENSE file that accompanies the Program update or fixpack. You acknowledge that You have read and agree to the license agreements contained in the NON_IBM_LICENSE file(s). If You do not agree to the terms of these third party license agreements, You may not use the Separately Licensed Code.

For Programs acquired under the International Program License Agreement ("IPLA") or International Program License Agreement for Non Warranted Program ("ILAN") and You are the original licensee of the Program, if You do not agree with the third party license agreements, You may return the Program in accordance with the terms of, and within the specified time frames stated in, the "Money-back Guarantee" section of the IPLA or ILAN IBM Agreement.

Note: Notwithstanding any of the terms in the third party license agreement, the Agreement, or any other agreement You may have with IBM:

- (a) IBM provides this Separately Licensed Code to You WITHOUT WARRANTIES OF ANY KIND;
- (b) IBM DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SEPARATELY LICENSED CODE;
- (c) IBM is not liable to You, and will not defend, indemnify, or hold You harmless for any claims arising from or related to the Separately Licensed Code; and
- (d) IBM is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits, with respect to the Separately Licensed Code.

Notwithstanding these exclusions, in Germany and Austria, IBM's warranty and liability for the Separately Licensed Code is governed only by the respective terms applicable for Germany and Austria in IBM license agreements.

Note: IBM may provide limited support for some Separately Licensed Code. If such support is available, the details and any additional terms related to such support will be set forth in the License Information document.

The following are Separately Licensed Code: for DB2 Version 9

* HP-UX SDK, for the Java(tm) 2 Platform, Version 1.4.2

for embedded Websphere Application Server Version 6.1

- * HP-UX SDK, for the Java(tm) 2 Platform, version 5.0
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International Program License Agreement

(DBFlute Generic Fragment 0.9.3-1)

International Program License Agreement

Part 1 - General Terms

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The term "Program" means the original program and all whole or partial copies of it. A Program consists of machine-readable instructions, its components, data, audio-visual content (such as images, text, recordings, or pictures), and related

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This Agreement includes Part 1 - General Terms, Part 2 - Country-unique Terms, and "License Information" and is the complete agreement regarding the use of this Program, and replaces any prior oral or written communications between you and IBM. The terms of Part 2 and License Information may replace or modify those of Part 1.

1. License

Use of the Program

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You may 1) use the Program to the extent of authorizations you have acquired and 2) make and install copies to support the level of use authorized, providing you reproduce the copyright notice and any other legends of ownership on each copy, or partial copy, of the Program.

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You will ensure that anyone who uses the Program does so only in compliance with the terms of this Agreement.

You may not 1) use, copy, modify, or distribute the Program except as provided in this Agreement; 2) reverse assemble, reverse compile, or otherwise translate the Program except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Program.

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The Proof of Entitlement for this Program is evidence of your authorization to use this Program and of your eligibility for warranty services, future upgrade program prices (if announced), and potential special or promotional opportunities.

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If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Program supplied by IBM under this Agreement, then you agree to pay that amount as IBM specifies or supply exemption documentation.

4. Limited Warranty

IBM warrants that when the Program is used in the specified operating environment it will conform to its specifications. IBM does not warrant uninterrupted or error-free operation of the Program or that we will correct all Program defects. You are responsible for the results obtained from the use of the Program. The warranty period for the Program expires when its Program services are no longer available. The License Information specifies the duration of Program services.

During the warranty period warranty service is provided without charge for the unmodified portion of the Program through defect-related Program services. Program services are available for at least one year following the Program's general availability. Therefore, the duration of warranty service depends on when you obtain your license. If the Program does not function as warranted during the first year after you obtain your license and IBM is unable to resolve the problem by providing a correction, restriction, or bypass, you may return the Program to the party (either IBM or its reseller) from whom you acquired it and receive a refund in the amount you paid for it. To be eligible, you must have acquired the Program while Program services (regardless of the remaining duration) were available for it.

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5. Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you may be entitled to claim damages from IBM, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the greater of U.S. \$100,000 (or equivalent in your local currency) or the charges for the Program that is the subject of the

claim.

IBM WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF IBM, OR ITS RESELLER, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IBM will not be liable for 1) loss of, or damage to, your records or data or 2) any damages claimed by you based on any third party claim.

This limitation of liability also applies to any developer of a Program supplied to IBM. It is the maximum for which IBM and its suppliers are collectively responsible.

6. General

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

IBM may terminate your license if you fail to comply with the terms of this Agreement. If IBM does so, your authorization to use the Program is also terminated.

You agree to comply with applicable export laws and regulations.

Neither you nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

Neither you nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.

The laws of the country in which you acquire the Program govern this Agreement, except 1) in Australia, the laws of the State or Territory in which the transaction is performed govern this Agreement; 2) in Albania, Armenia, Belarus, Bosnia/Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, Ukraine, and Federal Republic of Yugoslavia, the laws of Austria govern this Agreement; 3) in the United Kingdom, all disputes relating to this Agreement will be governed by English Law and will be submitted to the exclusive jurisdiction of the English courts; 4) in Canada, the laws in the Province of Ontario govern this Agreement; and 5) in the United States and Puerto Rico, and People's Republic of China, the laws of the State of New York govern this Agreement.

Part 2 - Country-unique Terms

Limited Warranty (Section 4):		
The following paragraph is added to this Section:		
The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.		
Limitation of Liability (Section 5):		
The following paragraph is added to this Section:		
Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.		
EGYPT:		
Limitation of Liability (Section 5):		
The following replaces item 2 in the first paragraph of this Section:		
2) as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Program that is the subject of the claim.		
FRANCE:		
Limitation of Liability (Section 5):		
The following replaces the second sentence in the first paragraph of this Section:		
In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property; and 2) the amount of any other actual direct damages up to the greater of a) EUR 100,000 (or equivalent in local currency) or b) the charges for the Program which is the subject of the claim.		
GERMANY:		
Limited Warranty (Section 4):		
The following paragraphs are added to this Section:		
The minimum warranty period for Programs is six months.		

AUSTRALIA:

In case a Program is delivered without Specifications, we will only warrant that the Program information correctly describes the Program and that the Program can be used according to the Program information. You have to check the usability according to the Program information within the "money-back guaranty" period.

The following replaces the first sentence of the first paragraph of this Section:

The warranty for an IBM Program covers the functionality of the Program for its normal use and the Program's conformity to its Specifications.

Limitation of Liability (Section 5):

The following paragraph is added to the Section:

The limitations and exclusions specified in the Agreement will not apply to damages caused by IBM with fraud or gross negligence, and for express warranty.

In item 2, replace "U.S. \$100,000" with "EUR 500,000".

The following sentence is added to the end of item 2 of the first paragraph:

IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

INDIA:

Limitation of Liability (Section 5):

The following replaces items 1 and 2 in the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by you for the individual Program that is the subject of the claim.

General (Section 6):

The following replaces the fourth paragraph of this Section:

If no suit or other legal action is brought, within two years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

IRELAND:

Limited Warranty (Section 4):

The following paragraph is added to this Section:

Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing, all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

Limitation of Liability (Section 5):

The following replaces items 1 and 2 in the first paragraph of this Section:

1) death or personal injury or physical damage to your real property solely caused by IBM's negligence; and 2) the amount of any other actual direct damages, up to the greater of EUR 100,000 in respect of Programs or 125 percent of the charges for the Program that is the subject of the claim or which otherwise gives rise to the claim.

The following paragraph is added at the end of this Section:

IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default will be limited to damages.

ITALY:

Limitation of Liability (Section 5):

The following replaces the second sentence in the first paragraph:

In each such instance unless otherwise provided by mandatory law, IBM is liable for no more than damages for bodily injury (including death) and damage to real property and tangible personal property and 2) as to any other actual damage arising in all situations involving non-performance by IBM pursuant to, or in any way related to the subject matter of this Agreement, IBM's liability, will be limited to the total amount you paid for the Program that is the subject of the claim.

NEW ZEALAND:

Limited Warranty (Section 4):

The following paragraph is added to this Section:

The warranties specified in this Section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods or services which IBM provides, if you require the goods or services for the purposes of a business as defined in that Act.

Limitation of Liability (Section 5):

The following paragraph is added to this Section:

Where Programs are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA:

Charges (Section 3):

The following paragraph is added to the Section:

All banking charges incurred in the People's Republic of China will be borne by you and those incurred outside the People's Republic of China will be borne by IRM

UNITED KINGDOM:

Limitation of Liability (Section 5):

The following replaces items 1 and 2 in the first paragraph of this Section:

1) death or personal injury or physical damage to your real property solely caused by IBM's negligence; 2) the amount of any other actual direct damages, up to the greater of Pounds Sterling 75,000 in respect of Programs or 125 percent of the charges for the Program that is the subject of the claim or which otherwise gives rise to the claim.

The following item is added:

3) breach of IBM's obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

The following paragraph is added at the end of this Section:

IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default will be limited to damages.

Z125-3301-10 12/01 (Euro)

LICENSE INFORMATION

The Programs listed below are licensed under the following terms and conditions in addition to those of the International Program License Agreement.

Program Name: IBM Informix 4GL Compiler Runtime and Development, IBM Informix 4GL Interactive Debugger, IBM Informix 4GL Rapid Development System Runtime and

Development V4.20

Program Number: 5724-C65

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix 4GL Compiler Runtime and Development, IBM Informix 4GL

Interactive Debugger, IBM Informix 4GL Rapid Development System Runtime and

Development V7.20, V7.31 Program Number: 5724-C66 Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix C-ISAM V5.10

Program Number: 5724-C42

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix C-ISAM V7.20, V7.21, V7.22, V7.23, V7.24, V7.26

Program Number: 5724-C41

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix C-ISAM Datablade V1.10

Program Number: 5724-C57

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Client SDK V2.50, V2.60, V2.70

Program Number: 5724-C23

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Connect Runtime V2.50, V2.60, V2.70

Program Number: 5724-C24

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Data Director for Web V2.00

Program Number: 5724-C20

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Database Administrator V1.00

Program Number: 5724-C53

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Dynamic Server (IDS) Enterprise Edition, Enterprise

Edition Unlimited, Workgroup Edition V7.31

Program Number: 5724-C16

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Dynamic Server (IDS) Enterprise Edition, Enterprise

Edition Unlimited, Workgroup Edition V9.21, V9.30

Program Number: 5724-C17

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Enterprise Gateway Manager V7.21, V7.31

Program Number: 5724-C31

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Enterprise Gateway with DRDA V7.30, V7.31

Program Number: 5724-C31

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix ESQL for COBOL V5.10

Program Number: 5724-C67

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix ESQL for COBOL V7.25

Program Number: 5724-C68

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix ESQL/C Development and Runtime V5.10, V5.11

Program Number: 5724-C67

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Excaliber Text Search Datablade V1.30

Program Number: 5724-C29

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Extended Parallel Server V8.32

Program Number: 5724-C19

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Geodetic Datablade V3.00

Program Number: 5724-C58

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Image Foundation Datablade V2.00

Program Number: 5724-C59

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix I-Spy V2.00

Program Number: 5724-C32

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix JDBC Driver V1.50

Program Number: 5724-C48

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix JBDC Driver / Embedded SQLJ V2.00, V2.11, V2.20, V2.21

Program Number: 5724-C25

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix MaxConnect V1.00

Program Number: 5724-C56

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix MetaCube ROLAP Option Agents, Direct Clients, Indirect

Clients V4.20

Program Number: 5724-C52

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix NAG Finance Datablade V1.10

Program Number: 5724-C60

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Net V5.10, V5.11

Program Number: 5724-C45

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Object Translator V2.00

Program Number: 5724-C26

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix OnLine V5.10, V5.11

Program Number: 5724-C47

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix SE V5.10

Program Number: 5724-C44

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix SE V7.20, V7.21, V7.22, V7.23, V7.24, V7.25

Program Number: 5724-C43

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Server Administrator V1.40

Program Number: 5724-C27

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Spatial Datablade V8.11

Program Number: 5724-C61

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix SQL Development and Runtime V4.20

Program Number: 5724-C54

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix SQL Development and Runtime V7.20, V7.31

Program Number: 5724-C55

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Star V5.10, V5.11

Program Number: 5724-C46

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix TimeSeries Datablade V4.01, V4.02

Program Number: 5724-C62

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix TimeSeries Real Time Loader Bundle V1.00, V1.01, V1.02

Program Number: 5724-C63

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Video Foundation Datablade V2.00

Program Number: 5724-C64

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Informix Web Datablade V4.12, V4.13

Program Number: 5724-C30

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Office Connect Personal Edition V2.00

Program Number: 5724-C14

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Office Connect Enterprise Web Edition, Professional Web

Edition, Personal Edition V3.00 Program Number: 5724-C15

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

Program Name: IBM Red Brick Warehouse Enterprise Edition, Workgroup Edition V6.11

Program Number: 5724-C18

Authorization for Use on Home/Portable Computer: 2

Program Services End Date: 2003/04/05

EXPLANATIONS OF TERMS:

Authorization for Use on Home/Portable Computer:

"1" means that the Program may be stored on the primary machine and another machine, provided that the Program is not in active use on both machines at the same time

"2" means that you may not copy and use this Program on another computer without paying additional license fees.

Program Services End Date:

The Program is warranted and program services will be available until the end date specified above.

Money-back Guarantee

If for any reason you are dissatisfied with the Program, return it within 30 days from the invoice date, to the party (either IBM or its reseller) from whom you acquired it, for a refund. This applies only to your first acquisition of the Program.

Specified Operating Environment

The Program's specifications and specified operating environment information may be found in documentation accompanying the Program, if available, such as a read-me file, or other information published by IBM, such as an announcement letter.

Program-unique Terms

Program Services End Date

Program Services are available at least until the end date specified above, and will end on a later date if indicated on the Internet at the following Informix TechInfo Center URL: http://www.informix.com/techinfo/

Level of Use

Your use of a Program may not exceed the level defined by the number of use authorizations you have acquired. The level of use of a Program is specified by one of the following:

- Server "Server" means a server on which the Program is installed or executed.
- Processor "Processor" means a processor that forms part of the server on which the Program is installed or executed. You must acquire a use authorization for each such Processor.

- Concurrent Session A Concurrent Session, at a given point in time, is each logical connection, existing at that time, between the Program and an end user interface device. Each such existing connection is counted as a Concurrent Session whether or not it is actually in use. If an individual end user establishes multiple connections, each one is counted as a separate Concurrent Session, even if they share a common physical pathway. The number of connections is not reduced by any program or machine, such as a front-end server or multiplexer, which may be used to concentrate the connections. Each batch process being executed at the same time is also considered to be a Concurrent Session.
- Registered User A Registered User of a Program is a specific individual authorized by you to use the Program. Such an individual is a Registered User whether or not they are actually using the Program.

However, for the Informix Dynamic Server Workgroup Edition, you must acquire use authorizations for both Servers and Concurrent Sessions. Note that each Server use authorization includes one Concurrent Session use authorization. Therefore, for example, if you require a Server and 10 Concurrent Sessions, you should acquire one Server use authorization and 9 Concurrent Session use authorizations.

Informix Dynamic Server Workgroup Edition Restrictions

The following restrictions apply only to Informix Dynamic Server Workgroup Edition:

- Server Limitation You may not install or use the Program on a Server that has more than 2 processors.
- Function Limitations You may not use the following functions of the Program: parallel data query, data partitioning, parallel backup, parallel restore, parallel load, parallel unload, optical disks, Enterprise Replication (ER), High Availability Data Replication (HDR), VLM (ability to access more than 2GB RAM).

Runtime Programs

The following term applies only to the IBM Informix Connect Runtime, IBM Informix 4GL Rapid Development System Runtime, and IBM Informix 4GL Compiler Runtime Programs.

You may only use the Program for production.

- U.S. Government Users Restricted Rights
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D/N: GC27-1629-00 P/N: CT0ZUNA

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(JSON-java 20080701)

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(Janino 3.0.9)

Janino License

Janino - An embedded Java[TM] compiler

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(lua 5.1.4)

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(fontconfig 2.13.0, libfontconfig-dev 2.13.1, libss 1.44.1, libss 1.46.2, libx11-data 1.7.2, libx11-dev 1.7.2, libxt-dev 1.2.0, libxt6 1.2.0, xorg-x11 1.7.2)

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(bootstrap-slider v7.1.1)

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(iniparse 0.4, python3-iniparse 0.4)		
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(libxkbcommon 0.9.1)	

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(x11-common 7.7+22)		
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(argparse4j 0.7.0)

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756

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(Bouncy Castle 1.69)

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(dbus-python 1.1.1)

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(jQuery UI 1.13.0, jQuery UI Themes 1.12.1)

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(giflib A library for processing GIFs 4.1.6)

Author: Toshio Kuratomi

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(libmodulemd 2.13.0)

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Obtained from https://github.com/fsaintjacques/semver-tool

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(lua 5.1.4)

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(libpsl 0.20.2, libpsl 0.21.0)

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(platform-python-setuptools 39.2.0, python3-setuptools-wheel 39.2.0)

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(libexpat 2.2.5)

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(Little cms color engine 2.12)

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(xorg-x11-font-utils 7.5)

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(ibm_db 2.5.18)

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(ustr 1.0.4)

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(DataTables 1.10.18)

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(platform-python-pip 9.0.3, python3-pip-wheel 9.0.3)

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(pdf-reader 2.8.0)

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(brotli 1.0.6, brotli v1.0.9)

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(json-c 0.11, json-c 0.13.1)

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(stackblur-canvas 2.2.0)

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(HarfBuzz 2.7.4)

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(python3-inotify 0.9.6)

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(python3-six 1.11.0)

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(moment/moment 2.9.0)

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(webjars-locator 0.28, webjars-locator webjars-locator-0.37)

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(minimal-json 0.9.5)

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(Salesforce SOAP API Client 1.1.0)

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(LibYAML 0.2.2)

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(krb5-libs 1.18.2, krb5/krb5 1.16)

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(libverto-glib1 0.2.5, libverto-glib1 0.3.0, libverto-glib1 0.3.2)

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(gramps-express 0.1.6)

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(libcbor 0.5.0)

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(Telegraf v1.17.2)

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(musl 1.1.24, musl 1.2.2)

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(libpsl 0.19.1)

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(react-step-wizard 5.2.0)

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(isl 0.16.1, isl 0.23)

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(python3-dbus 1.2.4)

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(liblcms2-dev 2.12~rc1, liblcms2-utils 2.12~rc1)

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(giflib A library for processing GIFs 5.2.1)

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(python3-urllib3 1.24.2)

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(LibYAML 0.1.7)

Upstream-Contact: Kirill Simonov Source: https://github.com/yaml/libyaml

Files: *

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(PCRE 8.32)

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Written by: Philip Hazel

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(libx11-data 1.7.2, libx11-dev 1.7.2, libxkbcommon 0.9.1, libxt-dev 1.2.0, libxt6 1.2.0, xorg-x11 1.7.2)

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(Common Annotations 1.2 API 1.0.0.Final, Concurrency Utilities for JavaEE 2.0.0.Final, Enterprise JavaBeans(TM) 3.2 API 2.0.0.Final, Enterprise Security API 1.0.2, Expression Language 3.0 3.0.0,

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