

About this document

The following copyright statements and licenses apply to software components that are distributed with various versions of the **Solaris Host Utilities** products. Your product does not necessarily use all the software components referred to below.

Where required, source code is published at the following location:

ftp://ftp.netapp.com/frm-ntap/opensource/

215-12624_A0_UR001 -Copyright 2017 NetApp, Inc. All rights reserved.

Copyrights and licenses

The following component is subject to the Artistic License 1.0 (Perl)

- Class::Struct 0.63
- SDBM File 1.0.6

The "Artistic License"

Preamble

The intent of this document is to state the conditions under which a Package may be copied, such that the Copyright Holder maintains some semblance of artistic control over the development of the package, while giving the users of the package the right to use and distribute the Package in a more-or-less customary fashion, plus the right to make reasonable modifications.

Definitions:

- "Package" refers to the collection of files distributed by the Copyright Holder, and derivatives of that collection of files created through textual modification.
- "Standard Version" refers to such a Package if it has not been modified, or has been modified in accordance with the wishes of the Copyright Holder as specified below.
- "Copyright Holder" is whoever is named in the copyright or copyrights for the package.
- "You" is you, if you're thinking about copying or distributing this Package.
- "Reasonable copying fee" is whatever you can justify on the basis of media cost, duplication charges, time of people involved, and so on. (You will not be required to justify it to the Copyright Holder, but only to the computing community at large as a market that must bear the fee.)
- "Freely Available" means that no fee is charged for the item itself, though there may be fees involved in handling the item. It also means that recipients of the item may redistribute it under the same conditions they received it.
- 1. You may make and give away verbatim copies of the source form of the Standard Version of this Package without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.
- 2. You may apply bug fixes, portability fixes and other modifications derived from the Public Domain or from the Copyright Holder. A Package modified in such a way shall still be considered the Standard Version.
- 3. You may otherwise modify your copy of this Package in any way, provided that you insert a prominent notice in each changed file stating how and when you changed that file, and provided that

you do at least ONE of the following:

- a. place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or placing the modifications on a major archive site such as unnet.uu.net, or by allowing the Copyright Holder to include your modifications in the Standard Version of the Package.
- b. use the modified Package only within your corporation or organization.
- c. rename any non-standard executables so the names do not conflict with standard executables, which must also be provided, and provide a separate manual page for each non-standard executable that clearly documents how it differs from the Standard Version.
- d. make other distribution arrangements with the Copyright Holder.
- 4. You may distribute the programs of this Package in object code or executable form, provided that you do at least ONE of the following:
 - a. distribute a Standard Version of the executables and library files, together with instructions (in the manual page or equivalent) on where to get the Standard Version.
 - b. accompany the distribution with the machine-readable source of the Package with your modifications.
 - c. give non-standard executables non-standard names, and clearly document the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.
 - d. make other distribution arrangements with the Copyright Holder.
- 5. You may charge a reasonable copying fee for any distribution of this Package. You may charge any fee you choose for support of this Package. You may not charge a fee for this Package itself. However, you may distribute this Package in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution provided that you do not advertise this Package as a product of your own. You may embed this Package's interpreter within an executable of yours (by linking); this shall be construed as a mere form of aggregation, provided that the complete Standard Version of the interpreter is so embedded.
- 6. The scripts and library files supplied as input to or produced as output from the programs of this Package do not automatically fall under the copyright of this Package, but belong to whoever generated them, and may be sold commercially, and may be aggregated with this Package. If such scripts or library files are aggregated with this Package via the so-called "undump" or "unexec" methods of producing a binary executable image, then distribution of such an image shall neither be construed as a distribution of this Package nor shall it fall under the restrictions of Paragraphs 3 and 4, provided that you do not represent such an executable image as a Standard Version of this Package.
- 7. C subroutines (or comparably compiled subroutines in other languages) supplied by you and linked into this Package in order to emulate subroutines and variables of the language defined by this Package shall not be considered part of this Package, but are the equivalent of input as in Paragraph 6, provided these subroutines do not change the language in any way that would cause it to fail the regression tests for the language.
- 8. Aggregation of this Package with a commercial distribution is always permitted provided that the use of this Package is embedded; that is, when no overt attempt is made to make this Package's interfaces

- visible to the end user of the commercial distribution. Such use shall not be construed as a distribution of this Package.
- 9. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.
- 10. THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The End

The following component is subject to the Perl Artistic License

- PerlIO::encoding 0.10
- AnyDBM_File Perl Package 1.00
- AutoLoader 5.63

Copyright (C) 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2011 by Larry Wall and others. All rights reserved.

• B - perl package - 1.17

Copyright (c) 1996, 1997, 1998 Malcolm Beattie

• B::Deparse - 0.83

Copyright (c) 1998-2000, 2002, 2003, 2004, 2005, 2006 Stephen McCamant. All rights reserved

• Cwd - 3.2501

Copyright (c) 2004 by the Perl 5 Porters. All rights reserved

• Data::Dumper - 2.121

Copyright (c) 1996-98 Gurusamy Sarathy. All rights reserved.

• Errno - 1.10

Copyright (c) 1997-8 Graham Barr. All rights reserved.

- Exporter 5.62
- Fcntl perl package 1.06
- File-Glob 1.06

following copyright:

Copyright (c) 1989, 1993 The Regents of the University of California. All rights reserved.

• File::Basename - 2.76

• File::Copy - 2.11

copyright 1996 by Charles Bailey.

• File::Spec - 3.2501

Copyright (c) 2004 by the Perl 5 Porters. All rights reserved.

• File::Spec::Unix - 3.2501

Copyright (c) 2004 by the Perl 5 Porters. All rights reserved.

• File::Stat - 1.00

Copyright (c) Tom Christiansen

- FileHandle 2.01
- FindBin 1.49

Copyright (c) 1995 Graham Barr & Nick Ing-Simmons. All rights reserved.

• Getopt::Long - 2.37

Copyright 1990,2007 by Johan Vromans. All rights reserved.

• IO - 1.2301

Copyright (C) Graham Barr. All rights reserved.

- IO::File 1.14
- IO::Handle 1.27
- IO::Seekable 1.10
- List::Util Unspecified

Copyright (c) 1997-2006 Graham Barr. All rights reserved.

• MIME::Base64 - Unspecified

Copyright 1995-1999, 2001-2004 Gisle Aas.

- NDBM File Perl package 1.07
- ODBM File perl package 1.07
- p5-encode 2.23

Copyright 2002-2006 Dan Kogai. All rights reserved.

- Perl 5.10.0
- Perl Carp 1.08
- PerlIO 1.04

Copyright (C) Nick Ing-Simmons. All rights reserved.

- PerlIO::Scalar 0.05
- Pod::Escapes 1.04

Copyright (c) 1997-8 Graham Barr. All rights reserved.

• Pod::InputObjects - 1.30

Copyright (C) 1996-2000 by Bradford Appleton. All rights reserved.

• Pod::Man (Autogen) - 1.37

Copyright 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2012, 2013, 2014, 2015, 2016 Russ Allbery

• Pod::Parser - 1.35

Copyright (C) 1996-2000 by Bradford Appleton. All rights reserved.

• Pod::Parser(Autogen) - 1.32

Copyright (c) Brad Appleton

• Pod::PlainText - 2.02

Copyright 1999-2000 by Russ Allbery. All rights reserved.

• Pod::Select - 1.35

Copyright (C) 1996-2000 by Bradford Appleton. All rights reserved.

• Pod::Simple - 3.07

Pod::Simple::BlackBox - UnspecifiedPod::Simple::LinkSection - Unspecified

Copyright (c) 2002 Sean M. Burke. All rights reserved.

• Pod::Text - 3.08

Copyright 1999, 2000, 2001, 2002, 2004, 2006 by Russ Allbery

- SelectSaver Perl Package 1.01
- Storable 2.18

Copyright (c) 1995-2000, Raphael Manfredi

• Term::Cap - 1.12

• Text::ParseWords - 3.26

The Artistic License

Preamble

The intent of this document is to state the conditions under which a Package may be copied, such that the Copyright Holder maintains some semblance of artistic control over the development of the package, while giving the users of the package the right to use and distribute the Package in a more-or-less customary fashion, plus the right to make reasonable modifications.

Definitions:

- "Package" refers to the collection of files distributed by the Copyright Holder, and derivatives of that collection of files created through textual modification.
- "Standard Version" refers to such a Package if it has not been modified, or has been modified in accordance with the wishes of the Copyright Holder.
- "Copyright Holder" is whoever is named in the copyright or copyrights for the package.
- "You" is you, if you're thinking about copying or distributing this Package.
- "Reasonable copying fee" is whatever you can justify on the basis of media cost, duplication charges, time of people involved, and so on. (You will not be required to justify it to the Copyright Holder, but only to the computing community at large as a market that must bear the fee.)
- "Freely Available" means that no fee is charged for the item itself, though there may be fees involved in handling the item. It also means that recipients of the item may redistribute it under the same conditions they received it.
- 1. You may make and give away verbatim copies of the source form of the Standard Version of this Package without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.
- 2. You may apply bug fixes, portability fixes and other modifications derived from the Public Domain or from the Copyright Holder. A Package modified in such a way shall still be considered the Standard Version.
- 3. You may otherwise modify your copy of this Package in any way, provided that you insert a prominent notice in each changed file stating how and when you changed that file, and provided that you do at least ONE of the following:

- a) place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or placing the modifications on a major archive site such as ftp.uu.net, or by allowing the Copyright Holder to include your modifications in the Standard Version of the Package.
- b) use the modified Package only within your corporation or organization.
- c) rename any non-standard executables so the names do not conflict with standard executables, which must also be provided, and provide a separate manual page for each non-standard executable that clearly documents how it differs from the Standard Version.
- d) make other distribution arrangements with the Copyright Holder.
- 4. You may distribute the programs of this Package in object code or executable form, provided that you do at least ONE of the following:
 - a) distribute a Standard Version of the executables and library files, together with instructions (in the manual page or equivalent) on where to get the Standard Version.
 - b) accompany the distribution with the machine-readable source of the Package with your modifications.
- c) accompany any non-standard executables with their corresponding Standard Version executables, giving the non-standard executables non-standard names, and clearly documenting the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.
- d) make other distribution arrangements with the Copyright Holder.
- 5. You may charge a reasonable copying fee for any distribution of this Package. You may charge any fee you choose for support of this Package. You may not charge a fee for this Package itself. However, you may distribute this Package in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution provided that you do not advertise this Package as a product of your own.
- 6. The scripts and library files supplied as input to or produced as output from the programs of this Package do not automatically fall under the copyright of this Package, but belong to whomever generated them, and may be sold commercially, and may be aggregated with this Package.

- 7. C or perl subroutines supplied by you and linked into this Package shall not be considered part of this Package.
- 8. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.
- 9. THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The End

The following component is subject to the SNIA Public License V1.1

♦ HBA API - 1.1

COPYRIGHT(C) International Business Machines Corp. 2002

STORAGE NETWORKING INDUSTRY ASSOCIATION PUBLIC LICENSE Version 1.1

1. Definitions.

- ♦ 1.1 "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.
- ♦ 1.2 "Contributor" means each entity that creates or contributes to the creation of Modifications.
- ♦ 1.3 "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.
- ♦ 1.4 "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.
- ♦ 1.5 "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.
- ♦ 1.6 "Executable" means Covered Code in any form other than Source Code.
- ♦ 1.7 "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.
- ♦ 1.8 "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.
- ♦ 1.9 "License" means this document.
- ♦ 1.10 "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.
- ♦ 1.11 "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:
 - ♦ A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.
 - ♦ B. Any new file that contains any part of the Original Code or previous Modifications.

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

- ♦ 1.13 "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.
- ♦ 1.14 "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.
- ♦ 1.15 "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity

2. Source Code License.

- ♦ 2.1 The Initial Developer Grant. The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:
 - ◊ (a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and
 - ◊ (b) under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).
 - ◊ (c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.
 - ♦ (d) Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.
- ♦ 2.2 Contributor Grant. Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license
 - ◊ (a) under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and
 - ♦ (b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of

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

3. Distribution Obligations.

- ◆ 3.1 Application of License. The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.
- ◆ 3.2 Availability of Source Code. Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.
- ◆ 3.3 Description of Modifications. You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.
- ♦ 3.4 Intellectual Property Matters.
 - ♦ (a) Third Party Claims. If Contributor has actual knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify

- the LEGAL file in all copies Contributor makes available thereafter.
- ♦ (b) Contributor API's. If Contributor's Modifications include an application programming interface and Contributor has actual knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.
- ◊ (c) Representations. Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.
- ◆ 3.5 Required Notices. You must duplicate the notice in **Exhibit A** in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be most likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in **Exhibit A**. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability (excluding any liability arising from intellectual property claims relating to the Covered Code) incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.
- ♦ 3.6 Distribution of Executable Versions. You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligation of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability (excluding any liability arising from intellectual property claims relating to the Covered Code) incurred by the Initial Developer or such Contributor as a result of any such terms You offer.
- ♦ 3.7 Larger Works. You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

- **4. Inability to Comply Due to Statute or Regulation.** If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.
- **5. Application of this License.** This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

- ♦ 6.1 New Versions. The Storage Networking Industry Association (the "SNIA") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.
- ♦ 6.2 Effect of New Versions. Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by the SNIA. No one other than the SNIA has the right to modify the terms applicable to Covered Code created under this License.
- ◆ 6.3 Derivative Works. If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Storage Networking Industry Association," "SNIA," or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the SNIA Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)
- 7. DISCLAIMER OF WARRANTY. COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

- ♦ 8.1 This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within a reasonable time after becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.
- ◆ 8.2 If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:
 - ♦ (a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.
- ♦ 8.3 If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.
- ◆ 8.4 In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.
- 9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL

DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

- **10. U.S. GOVERNMENT END USERS.** The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.
- 11. MISCELLANEOUS This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.
- **12. RESPONSIBILITY FOR CLAIMS.** As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.
- **13. MULTIPLE-LICENSED CODE.** Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of this License or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.
- **14. ACCEPTANCE.** This License is accepted by You if You retain, use, or distribute the Covered Code for any purpose.

EXHIBIT A â The SNIA Public License.

The contents of this file are subject to the SNIA Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

This file itself is the license.

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

771	\sim · · ·	~ 1 ·	
The	()riainal	Code is	
1110	OHEIHai	Couc is	

The Initial Developer of the Original Code is	[COMPLETE THIS]	_
Contributor(s):		

The following component is subject to the zlib/libpng License

♦ zlib - 1.1.4

Copyright 1995-2002 Mark Adler

The zlib/libpng License

Copyright (c) <year> <copyright holders>

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

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

- 1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
- 2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
- 3. This notice may not be removed or altered from any source distribution.