

## Apache Tomcat 9.0.5

Apache Tomcat was obtained from the Apache Software Foundation under various licenses set forth below, and is distributed by erwin Inc. for use with this erwin Inc. product in object code form, under the erwin Inc. license agreement. The following information sets out certain notices, attributions and/or other information erwin Inc. is required to provide to you by the third party licensors of this component. The terms contained in the erwin Inc. license agreement are offered by erwin Inc. and not by the third party licensors. The contents set forth below are for informational purposes only and do not modify the terms of the license agreement between you and erwin Inc.. The third party licensors of these components provide them on an "AS-IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE, and disclaim liability for any claim or loss, including, without limitation, direct, indirect, special, punitive, exemplary or consequential damages. Source code for Apache Tomcat can be obtained from <http://tomcat.apache.org/>. In addition, erwin Inc. makes the source code for certain components contained in Apache Tomcat available at [http://opensrcd.ca.com/ips/00001433\\_1/](http://opensrcd.ca.com/ips/00001433_1/) under the terms of their respective open source licenses.

Apache Tomcat content is distributed in accordance with the following:

Apache Tomcat

Copyright 1999-2018 The Apache Software Foundation

This product includes software developed at The Apache Software Foundation

(<http://www.apache.org/>).

The Windows Installer is built with the Nullsoft

Scriptable Install System (NSIS), which is open source software. The original software and related information is available at <http://nsis.sourceforge.net>. Java compilation software for JSP pages is provided by Eclipse, which is open source software. The original software and related information is available at <http://www.eclipse.org>.

For the bayeux implementation

The org.apache.cometd.bayeux API is derivative work originating at the Dojo Foundation

\* Copyright 2007-2008 Guy Molinari

\* Copyright 2007-2008 Filip Hanik \* Copyright 2007 Dojo Foundation

\* Copyright 2007 Mort Bay Consulting Pty. Ltd.

The original XML Schemas for Java EE Deployment Descriptors:

- javaee\_5.xsd

- javaee\_web\_services\_1\_2.xsd

- javaee\_web\_services\_client\_1\_2.xsd

- javaee\_6.xsd

- javaee\_web\_services\_1\_3.xsd

- javaee\_web\_services\_client\_1\_3.xsd

- jsp\_2\_2.xsd

- web-app\_3\_0.xsd

- web-common\_3\_0.xsd

- web-fragment\_3\_0.xsd
- javaee\_7.xsd
- javaee\_web\_services\_1\_4.xsd
- javaee\_web\_services\_client\_1\_4.xsd
- jsp\_2\_3.xsd

- web-app\_3\_1.xsd
- web-common\_3\_1.xsd
- web-fragment\_3\_1.xsd

may be obtained from:

<http://www.oracle.com/webfolder/technetwork/jsc/xml/ns/javaee/index.html>

Apache License Version

2.0, January 2004

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

## TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

### 1. Definitions.

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

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

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

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

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

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

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

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

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

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

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

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

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

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

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

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

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

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

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein

shall supersede or modify the terms of any separate license agreement you may have executed with Licensors regarding such Contributions.

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

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: HOW TO APPLY THE APACHE LICENSE TO YOUR WORK

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[ ]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend

that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License");  
you may not use this file except in compliance with the License.

You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software  
distributed under the License is distributed on an "AS IS" BASIS,  
WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.  
See the License for the specific language governing permissions and  
limitations under the License.

APACHE TOMCAT SUBCOMPONENTS:

Apache Tomcat includes a number of subcomponents with separate copyright notices and  
license terms. Your use of these subcomponents is subject to the terms and conditions of  
the following licenses.

For the ecj-x.x.x.jar component:

Eclipse Public License - v 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS ECLIPSE PUBLIC  
LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM



CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT. 1. DEFINITIONS

"Contribution" means:

a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b) in the case of each subsequent Contributor:

i) changes to the Program, and ii) additions to the Program; where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program. "Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

## 2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b) Subject to the terms of this Agreement, each Contributor hereby grants

Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form.

This patent license shall apply to the combination of the Contribution and the

Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims

any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

### 3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

- a) it complies with the terms and conditions of this Agreement; and
- b) its license agreement:

- i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and iv) states that source code for the

Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange. When the Program is made available in source code form: a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

#### 4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the

Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

## 5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN

"AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR

IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE,

NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each

Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement , including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data,

programs or equipment, and unavailability or interruption of operations.

## 6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY

CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL,

SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST

PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN

CONTRACT,

STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY

OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply



with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any

resulting litigation.

For the Windows Installer component:

\* All NSIS source code, plug-ins, documentation, examples, header files and graphics, with the exception of the compression modules and where otherwise noted, are licensed under the zlib/libpng license.

\* The zlib compression module for NSIS is licensed under the zlib/libpng license.

\* The bzip2 compression module for NSIS is licensed under the bzip2 license. \* The lzma compression module for NSIS is licensed under the Common Public License version 1.0. zlib/libpng license

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.

bzip2 license

Redistribution and use in source and binary forms, with or without modification, are

permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. 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.
3. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
4. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR ``AS IS AND ANY EXPRESS OR IMPLIED

WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO  
EVENT

SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO,

PROCUREMENT

OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS

INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN

CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)

ARISING

IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY  
OF SUCH DAMAGE.

Julian Seward, Cambridge, UK. [jseward@acm.org](mailto:jseward@acm.org)

Common Public License version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON

PUBLIC

LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT. 1. DEFINITIONS

"Contribution" means:

a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and b) in the case of each subsequent Contributor:

i) changes to the Program, and ii) additions to the Program; where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program. "Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

## 2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to

reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b) Subject to the terms of this Agreement, each Contributor hereby grants

Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form.

This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in

this Agreement.

### 3. REQUIREMENTS



A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:

i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange. When the Program is made available in source code form: a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if

any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

#### 4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the

Commercial Contributor would have to defend claims against the other Contributors

related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

## 5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN

"AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR

IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE,

NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each

Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

## 6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY

CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL,

SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST

PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN

CONTRACT,

STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY  
WAY

OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS  
GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity

(including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed. All Recipient's

rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement.

IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its

Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

Special exception for LZMA compression module

Igor Pavlov and Amir Szekely, the authors of the LZMA compression module for NSIS, expressly permit you to statically or dynamically link your code (or bind by name) to the files from the LZMA compression module for NSIS without subjecting your linked code to the terms of the Common Public license version 1.0. Any modifications or additions to files from the LZMA compression module for NSIS, however, are subject to the terms of the Common Public License version 1.0.

For the following XML Schemas for Java EE Deployment Descriptors:

- javaee\_5.xsd
- javaee\_web\_services\_1\_2.xsd
- javaee\_web\_services\_client\_1\_2.xsd
- javaee\_6.xsd
- javaee\_web\_services\_1\_3.xsd
- javaee\_web\_services\_client\_1\_3.xsd
- jsp\_2\_2.xsd
- web-app\_3\_0.xsd
- web-common\_3\_0.xsd
- web-fragment\_3\_0.xsd
- javaee\_7.xsd
- javaee\_web\_services\_1\_4.xsd
- javaee\_web\_services\_client\_1\_4.xsd
- jsp\_2\_3.xsd
- web-app\_3\_1.xsd
- web-common\_3\_1.xsd
- web-fragment\_3\_1.xsd

COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.0

## 1. Definitions.

1.1. Contributor. means each individual or entity that creates or contributes to the creation of Modifications.

1.2. Contributor Version. means the combination of the Original Software,



prior Modifications used by a Contributor (if any), and the Modifications made by that particular Contributor.

- 1.3. Covered Software. means (a) the Original Software, or (b) Modifications, or (c) the combination of files containing Original Software with files containing Modifications, in each case including portions thereof.
- 1.4. Executable. means the Covered Software in any form other than Source Code.
- 1.5. Initial Developer. means the individual or entity that first makes Original Software available under this License.
- 1.6. Larger Work. means a work which combines Covered Software or portions thereof with code not governed by the terms of this License.
- 1.7. License. means this document.
- 1.8. 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.
- 1.9. Modifications. means the Source Code and Executable form of any of the following:
- 1.10. Original Software. means the Source Code and Executable form of computer software code that is originally released under this License.
- 1.11. 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.
- 1.12. Source Code. means (a) the common form of computer software code in which modifications are made and (b) associated documentation included in or with such code.
- 1.13. You. (or .Your.) means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. 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.

A. Any file that results from an addition to, deletion from or modification of the contents of a file containing Original Software or previous Modifications;

B. Any new file that contains any part of the Original Software or previous Modification; or

C. Any new file that is contributed or otherwise made available under the terms of this License.

## 2. License Grants.

### 2.1. The Initial Developer Grant.

Conditioned upon Your compliance with Section 3.1 below and subject to third party intellectual property claims, the Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license: (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 Software (or portions thereof), with or without Modifications, and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using or selling

of Original Software, to make, have made, use, practice, sell, and

offer for sale, and/or otherwise dispose of the Original Software (or portions thereof).

(c) The licenses granted in Sections 2.1(a) and (b) are effective on the date Initial Developer first distributes or otherwise makes the Original Software available to a third party 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 Software, or (2) for infringements caused by: (i) the modification of the Original Software, or (ii) the combination of the Original Software with other software or devices.

## 2.2. Contributor Grant.

Conditioned upon Your compliance with Section 3.1 below and 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 Software 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 distributes or otherwise makes the Modifications available to a third party.

(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) 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 (3) under Patent Claims infringed by Covered Software in the absence of Modifications made by that Contributor.

### 3. Distribution Obligations.

#### 3.1. Availability of Source Code.

Any Covered Software that You distribute or otherwise make available in

Executable form must also be made available in Source Code form and that Source Code form must be distributed only under the terms of this License. You must include a copy of this License with every copy of the Source Code form of the Covered Software You distribute or otherwise make available. You must inform recipients of any such Covered Software in Executable form as to how they can obtain such Covered Software in Source Code form in a

3.2. Modifications.

3.3. Required Notices.

3.4. Application of Additional Terms.

3.5. Distribution of Executable Versions.

3.6. Larger Works.

reasonable manner on or through a medium customarily used for software exchange.

The Modifications that You create or to which You contribute are governed by the terms of this License. You represent that You believe Your Modifications are Your original creation(s) and/or You have sufficient rights to grant the rights conveyed by this License.

You must include a notice in each of Your Modifications that identifies You as the Contributor of the Modification. You may not remove or alter any copyright, patent or trademark notices contained within the Covered Software, or any notices of licensing or any descriptive text giving attribution to any Contributor or the Initial Developer.

You may not offer or impose any terms on any Covered Software in Source Code form that alters or restricts the applicable version of this License or the recipients' rights hereunder. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Software. However, you may do so only on



Your own behalf, and not on behalf of 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 incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

You may distribute the Executable form of the Covered Software under the terms of this License or under the terms of 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 form does not attempt to limit or alter the recipient's rights in the Source Code form from the rights set forth in this License. If You distribute the Covered Software in Executable form 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 Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

You may create a Larger Work by combining Covered Software 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 Software.

#### 4. Versions of the License.

##### 4.1. New Versions.

Sun Microsystems, Inc. is the initial license steward and may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Except as provided in Section 4.3, no one other than the license steward has the right to modify this License.

#### 4.2. Effect of New Versions.

#### 4.3. Modified Versions.

You may always continue to use, distribute or otherwise make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. If the Initial Developer includes a notice in the Original Software prohibiting it from being distributed or otherwise made available under any subsequent version of the License, You must distribute and make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. Otherwise, You may also choose to use, distribute or otherwise make the Covered Software available under the terms of any subsequent version of the License published by the license steward.

When You are an Initial Developer and You want to create a new license for

Your Original Software, You may create and use a modified version of this License if You: (a) rename the license and remove any references to the name of the license steward (except to note that the license differs from this License); and (b) otherwise make it clear that the license contains terms which differ from this License.

#### 5. DISCLAIMER OF WARRANTY.

COVERED SOFTWARE 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 SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED SOFTWARE IS WITH YOU.

SHOULD

ANY COVERED SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT 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 SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

## 6. TERMINATION.

6.1. 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 30 days of becoming aware of the breach. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

6.2. If You assert a patent infringement claim (excluding declaratory

judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You assert such claim is referred to as .Participant.) alleging that the Participant

Software (meaning the Contributor Version where the Participant is a

Contributor or the Original Software where the Participant is the Initial Developer) directly or indirectly infringes any patent, then any and all rights granted directly or indirectly to You by such Participant, the Initial Developer (if the Initial Developer is not the Participant) and all Contributors under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate

6.3. In the event of termination under Sections 6.1 or 6.2 above, all end user licenses that have been validly granted by You or any distributor hereunder prior to termination (excluding licenses granted to You by any distributor) shall survive termination.

prospectively and automatically at the expiration of such 60 day notice period, unless if within such 60 day period You withdraw Your claim with respect to the Participant Software against such Participant either unilaterally or pursuant to a written agreement with Participant.

#### 7. 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 SOFTWARE, 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 LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE,  
COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES  
OR  
LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF  
SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR  
DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE  
EXTENT  
APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW  
THE  
EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS  
EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

#### 8. U.S. GOVERNMENT END USERS.

The Covered Software is a .commercial item,. as that term is defined in 48 C.F.R.  
2.101 (Oct. 1995), consisting of .commercial computer software. (as that term is  
defined at 48 C.F.R. ? 252.227-7014(a)(1)) 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 Software with only  
those rights set forth herein. This U.S. Government Rights clause is in lieu of, and

supersedes, any other FAR, DFAR, or other clause or provision that addresses Government rights in computer software under this License.

#### 9. 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 the law of the jurisdiction specified in a notice contained within the Original Software (except to the extent applicable law, if any, provides otherwise), excluding such jurisdiction's conflict-of-law provisions. Any litigation relating to this License shall be subject to the jurisdiction of the courts located in the jurisdiction and venue specified in a notice contained within the Original Software, with the losing party responsible for costs, including, without limitation, court costs and reasonable attorneys' fees and expenses. 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. You agree that You alone are responsible for compliance with the United States export administration regulations (and the export control laws and regulation of any other countries) when You use, distribute or otherwise make available any Covered Software.

#### 10. 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.

#### NOTICE PURSUANT TO SECTION 9 OF THE COMMON DEVELOPMENT AND DISTRIBUTION

#### LICENSE (CDDL)

The code released under the CDDL shall be governed by the laws of the State of California (excluding conflict-of-law provisions). Any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California and the state courts of the State of California, with venue lying in Santa Clara County, California.

-----



