

## Yokogawa Software License Agreement

IMPORTANT - PLEASE READ CAREFULLY BEFORE INSTALLING OR USING:

THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND YOKOGAWA ELECTRIC CORPORATION AND/OR ITS SUBSIDIARIES (COLLECTIVELY, "YOKOGAWA") FOR YOU TO INSTALL OR USE YOKOGAWA SOFTWARE PRODUCT. BY INSTALLING OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL NOR USE THE SOFTWARE PRODUCT AND PROMPTLY RETURN IT TO THE PLACE OF PURCHASE FOR A REFUND, IF APPLICABLE.

SHOULD THERE BE ANY DISCREPANCY BETWEEN THIS AGREEMENT AND ANY OTHER WRITTEN AGREEMENT MADE BETWEEN YOU AND YOKOGAWA, THE LATTER SHALL PREVAIL.

### 1. Scope

1.1 This Agreement applies to any of Yokogawa software products you may install or use (the "Software Product"). The Software Product consists of:

- a) Standard Software Product: The software products listed in "General Specifications" of Yokogawa.
- b) Customized Software Product: The software products made by Yokogawa based on individually agreed specifications, which will be used with or in addition to the function of the Standard Software Product.

1.2 The Software Product includes, without limitation, computer programs, key codes, manuals and other associated documents, databases, fonts, input data, and any images, photographs, animations, video, voice, music, text, and applets (software linked to text and icons) embedded in the software.

1.3 Unless otherwise provided by Yokogawa, this Agreement applies to the updates and upgrades of the Software Product.

### 2. Grant of License

2.1 Subject to the terms and conditions of this Agreement, Yokogawa hereby grants you a non-exclusive and non-transferable right to use the Software Product on the hardware specified by Yokogawa or if not specified, on a single hardware and solely for your internal operation use, in consideration of full payment by you of the license fee separately agreed upon. Use of the Software Product shall be subject to the terms and conditions of General Specifications, user's manuals and other associated documents in addition to this Agreement.

2.2 Unless otherwise agreed or provided by Yokogawa in writing, the following acts are prohibited:

- a) to reproduce the Software Product;
- b) to sell, lease, distribute, transfer, pledge, sublicense, make available via the network or otherwise convey the Software Product or the license granted herein to any other person or entity;
- c) to use the Software Product on any unauthorized hardware via the network;
- d) to cause, permit or attempt to dump, disassemble, decompile, reverse-engineer, or otherwise translate or reproduce the Software Product into source code or other human readable format, or to revise or translate the Software Product into other language and change it to other formats than that in which Yokogawa provided;
- e) to cause, permit or attempt to remove any copy protection used or provided in the Software Product;
- f) to remove any copyright notice, trademark notice, logo or other proprietary notices or identification shown in the Software Product; or
- g) to develop or have developed derivative software or other computer programs which are based on the Software Product unless otherwise permitted by Yokogawa in writing.

2.3 Any and all technology, algorithms, know-how and process contained in the Software Product are the property or trade secret of Yokogawa or licensors to Yokogawa. Ownership of and all the rights in the Software Product shall be retained by Yokogawa or the licensors and none of the rights will be transferred to you hereunder.

2.4 You agree to maintain the aforementioned property and trade secret of Yokogawa or licensors and key codes in strict confidence, not to disclose it to any party other than your employees, officers, directors or similar staff who have a legitimate need to know to use the Software Product and agreed in writing to abide by the obligations hereunder.

2.5 Upon expiration or termination of this Agreement, the Software Product and its copies, including extracts, shall be returned to Yokogawa and any copies retained in your hardware or any other media shall be deleted irretrievably. If you dispose of media in which the Software Product or its copy is stored, the contents shall be irretrievably deleted.

2.6 The Software Product may contain software which Yokogawa is granted a right to sublicense or distribute by third party suppliers ("Third Party Software"). If suppliers of the Third Party Software ("Supplier") provide special terms and conditions for the Third Party Software which differ from this Agreement, the special terms and conditions separately provided by Yokogawa shall prevail over this Agreement. Some software may be licensed to you directly by Supplier.

2.7 The Software Product contains open source software ("OSS"), for which the special terms and conditions provided in Clause 13 shall take precedence over this Agreement.

### 3. Restrictions on Application

3.1 Unless otherwise agreed in writing between you and Yokogawa, the Software Product is not intended, designed, produced or licensed for actual use in patient care, diagnosis or treatment, aircraft operation or control, ship navigation or marine equipment control, or ground facility or device for support of the aforesaid operation or control, nor for planning, construction, maintenance or operation of any nuclear related facility.

3.2 If the Software Product is used for the abovementioned purposes, neither Yokogawa nor Supplier assumes liability for any claim or damage arising from the said use and you shall indemnify and hold Yokogawa, Supplier, their affiliates, subcontractors, officers, directors, employees and agents harmless from any liability or damage whatsoever, including any court costs and attorney's fees, arising out of or related to the said use.

### 4. Limited Warranty

4.1 Yokogawa warrants that, for one year from the delivery by Yokogawa or any other period to be agreed by Yokogawa in writing ("Warranty Period"), the Software Product shall, if it is properly used on the hardware designated by Yokogawa to install the Software Product and with the software which Yokogawa designates is required to run the Software Product (collectively, "Platform") and if used in accordance with the environmental or other conditions defined by Yokogawa or provider of Platform, operate substantially in compliance with the manuals or functional specifications provided by Yokogawa. The Warranty Period commences from the delivery of the Software Product by Yokogawa or when any part of the Software Product is used for operation, whichever comes earlier.

4.2 Under no conditions will Yokogawa warrant that:

- a) operation of the Software Product is uninterrupted;
- b) the Software Product is error free;
- c) the Software Product is completely corrected;
- d) the Software Product has no inconsistency or interference with other software;
- e) the Software Product fits for a particular purpose or your intention;
- f) the Software Product or the results arising therefrom is precise, reliable or up-to-date; or
- g) the Software Product is free of vulnerability to intrusion or attack.

4.3 In case, during the Warranty Period, it is found that the Software Product does not operate in compliance with the manuals or functional specifications of Yokogawa, or its medium has a physical defect, Yokogawa will, at Yokogawa's discretion, repair, replace or present a workaround without charge, through Yokogawa's distributors. If Yokogawa engineer or other engineer is required to attend for repair, replacement or implementing a workaround at the site, you may be charged for the site service fee. If Yokogawa deems necessary, you are required to initialize or stop the operation of the system, facility or equipment in or on which the Software Product is installed.

4.4 The above warranties shall not be applied to and Yokogawa shall not be liable for the defect or non-compliance which is subject to any of the following circumstances:

- a) the Platform has ceased to be covered by the warranty or maintenance contract of the provider of Platform
- b) if the Platform to run the Software Product is specified, such Platform has been changed to other Platform without consent of Yokogawa;
- c) modification, improvement or alteration is made by a person other than Yokogawa or its designated service

provider;

d) your or third party's (excluding the service provider designated by Yokogawa) misuse, alteration, addition of new function, or use for any purpose not provided in the functional specifications of Yokogawa;

e) the appropriate environmental or other conditions provided by Yokogawa or provider of Platform is not complied with;

f) the corrective action (including repair, replacement or workaround) for the defect or non-compliance is not implemented as suggested by Yokogawa; or

g) any other causes which are not attributable to Yokogawa.

4.5 NOTWITHSTANDING THE FOREGOING, ANY WARRANTY FOR THE THIRD PARTY SOFTWARE AND/OR OSS IS SUBJECT TO THE SPECIAL TERMS AND CONDITIONS SET FORTH IN CLAUSE 13 OR THOSE SEPARATELY PROVIDED WITH RESPECT TO SUCH THIRD PARTY SOFTWARE.

4.6 THE ABOVE WARRANTY IS GIVEN AND ACCEPTED AS A SOLE AND EXCLUSIVE LIABILITY AND IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES OF ANY KIND WHATSOEVER ON THE PART OF YOKOGAWA OR SUPPLIER, EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE WARRANTY PROVISIONS OF THE APPLICABLE LAW ARE EXPRESSLY EXCLUDED TO THE EXTENT PERMITTED. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

## 5. Maintenance Services

5.1 Scope and terms and conditions of maintenance service for the Software Product shall be subject to the latest Yokogawa standard terms and conditions of service or otherwise defined by Yokogawa. Unless otherwise provided in Yokogawa's General Specifications, services for the Standard Software Product will be available only for the latest version and the immediately preceding version. In any event service for the immediately preceding version will be available only for 5 years after the latest version has been released. In addition, no service will be provided by Yokogawa for the Software Product which has been discontinued for more than 5 years. As for the Customized Software Product, basically, Yokogawa will not provide maintenance service after the Warranty Period, provided that Yokogawa may provide alteration work subject to individual written agreement.

5.2 Notwithstanding otherwise stated in the preceding sub-clause, any maintenance service for the Third Party Software shall be subject to the terms and conditions provided by the Supplier.

## 6. Infringement

6.1 If you are warned or receive a claim by a third party that the Software Product in its original form infringes any third party's patent (which is issued at the time of delivery of the Software Product), trade mark, copyright or other intellectual property rights ("Claim"), you shall promptly notify Yokogawa thereof in writing.

6.2 If the infringement is attributable to Yokogawa, Yokogawa will defend you from the Claim at Yokogawa's expense and indemnify you from the damages finally granted by the court or otherwise agreed by Yokogawa out of court. The foregoing obligation and indemnity of Yokogawa shall be subject to that i) you promptly notify Yokogawa of the Claim in writing as provided above, ii) you grant to Yokogawa and its designees the full authority to control the defense and settlement of such Claim and iii) you give every and all necessary information and assistance to Yokogawa upon Yokogawa's request.

6.3 If Yokogawa believes that a Claim may be made or threatened, Yokogawa may, at its option and its expense, either a) procure for you the right to continue using the Software Product, b) replace the Software Product with other software product to prevent infringement, c) modify the Software Product, in whole or in part, so that it become non-infringing, or d) if Yokogawa believes that a) through c) are not practicable, refund you the paid-up amount of the book value of the Software Product as depreciated.

6.4 Notwithstanding the foregoing, Yokogawa shall have no obligation nor liability for, and you shall defend and indemnify Yokogawa and its suppliers from, the Claim, if the infringement is arising from a) modification of the Software Product made by a person other than Yokogawa, b) combination of the Software Product with hardware or software not furnished by Yokogawa, c) design or instruction provided by or on behalf of you, d) not complying with Yokogawa's suggestion, or e) any other causes not attributable to Yokogawa.

6.5 This Clause 6 states the entire liability of Yokogawa and its suppliers and the sole remedy of you with respect to any claim of infringement of a third party's intellectual property rights. Notwithstanding anything to the contrary stated herein, with respect to the claims arising from or related to the Third Party Software or OSS, the special terms and conditions set forth in Clause 13 or those separately provided for such Third Party Software shall prevail.

#### 7. Limitation of Liability

EXCEPT TO THE EXTENT THAT LIABILITY MAY NOT LAWFULLY BE EXCLUDED OR LIMITED BY CONTRACT, YOKOGAWA AND SUPPLIERS SHALL NOT BE LIABLE TO ANY PERSON OR LEGAL ENTITY FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF MATERIALS OR PRODUCTS, LOSS OF PRODUCTION, LOSS OF CONTRACTS, LOSS OR DESTRUCTION OF DATA, LOSS OF AVAILABILITY AND THE LIKE, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR OTHER SIMILAR DAMAGES OF ANY KIND, ARISING OUT OF THE USE OR INABILITY TO USE OF THE SOFTWARE PRODUCT, OR ARISING OUT OF ITS GENERATED APPLICATIONS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN WARRANTY (EXPRESS OR IMPLIED), CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE GROUNDS. IN NO EVENT YOKOGAWA AND SUPPLIER'S AGGREGATE LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER (INCLUDING LIABILITY UNDER CLAUSE 6) SHALL EXCEED THE BOOK VALUE OF THE LICENSE FEE PAID TO YOKOGAWA FOR THE USE OF THE CONCERNED PART OF THE SOFTWARE PRODUCT.

If the product delivered by Yokogawa is altered, modified or combined with other software or is otherwise made different from Yokogawa's General Specifications, basic specifications, functional specifications or manuals without Yokogawa's prior written consent, Yokogawa shall be exempted from its obligations and liabilities under this Agreement or by law.

#### 8. Assignment

You shall not assign its rights or obligations under this Agreement without prior written consent of Yokogawa. If you novate or assign this Agreement and the Software Product with Yokogawa's consent, you shall transfer all copies and whole part of the Software Product to the assignee and shall delete any and all copy of the Software Product in possession irretrievably. This Agreement shall inure to the benefit of and shall be binding on the successors of the parties.

#### 9. Export Control

You agree to comply with the export control and related laws, regulations and orders of Japan, the United States of America, and any other applicable countries and, if you export or reexport the Software Product, to obtain export/import permit and take all necessary procedures under your own responsibility and at your own expense.

#### 10. Audit; Withholding

10.1 Yokogawa shall have the right to access and audit your facilities and any of your records in a commercially reasonable manner, including data stored on hardware, in relation to the use of the Software Product as may be reasonably necessary in Yokogawa's reasonable opinion to verify that the requirements of this Agreement are being met.

10.2 Even after license being granted under this Agreement, should there be any change in circumstances or environment of use which was not foreseen at the time of delivery and, in Yokogawa's reasonable opinion, is not appropriate for using the Software Product, or if Yokogawa otherwise reasonably believes it is too inappropriate for you to continue using the Software Product, Yokogawa may suspend or withhold the license provided hereunder.

#### 11. Termination

Yokogawa shall have the right to terminate this Agreement with immediate effect upon notice to you, if you or end users breach any of the terms and conditions hereof. Upon termination of this Agreement, you shall, and make end users, promptly cease using the Software Product and, in accordance with sub-clause 2.5, return or irretrievably delete all copies of the Software Product, certifying the same in writing. In this case the license fee

paid by you for the Software Product shall not be refunded. Clauses 2.4 and 2.5, 6, 7, 12 and 13 shall survive any termination of this Agreement.

## 12. Governing Law; Disputes

This Agreement shall be governed by and construed in accordance with the laws of Japan. If you are a Japanese individual or entity, all disputes, controversies or differences which may arise between the parties hereto, out of, in relation to or in connection with this Agreement ("Dispute") shall be brought exclusively in the Tokyo District Court (The Main Court) in Japan. If you are not a Japanese individual or entity, any Dispute shall be finally settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. All proceedings in arbitration shall be conducted in the English language, unless otherwise agreed. The award of arbitration shall be final and binding upon both parties, however, each party may make an application to any court having jurisdiction for judgment to be entered on the award and/or for enforcement of the award.

## 13. Open Source License

13.1 The Software Product uses or contains OSS set forth in Exhibit A. Notwithstanding anything to the contrary stated hereunder, installation or use of OSS shall be subject to their license terms, the applicable text of which are provided in Exhibit A. Some of OSS may, in its accompanying files, specify different version of the license terms and/or additional terms, which, if any, shall take precedence.

13.2 Each OSS shall be provided on an "AS IS" basis without warranty of any kind, and any express or implied warranties, including without limitation, any warranties of title, non-infringement, merchantability or fitness for a particular purpose are disclaimed.

13.3 IN ADDITION TO AND WITHOUT LIMITING THE GENERALITY OF THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN OPEN SOURCE LICENSES OR IN THE OTHER CLAUSES OF THIS AGREEMENT, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL YOKOGAWA, ITS AFFILIATES AND SUPPLIERS BE LIABLE, IN RELATION TO OSS, FOR ANY CLAIM, LOSS OR DAMAGE BASED UPON OR RELATED TO, A THIRD PARTY CLAIM, ACTUAL OR ALLEGED INFRINGEMENT, MALFUNCTIONS OR LOSS OF DATA, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, EVEN IF YOKOGAWA, ITS AFFILIATES OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

## 14. Miscellaneous

14.1 This Agreement supersedes all prior oral and written understandings, representations and discussions between the parties concerning the subject matter hereof to the extent such understandings, representations and discussions should be discrepant or inconsistent with this Agreement.

14.2 If any part of this Agreement is found void or unenforceable, it shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms and conditions. The parties hereby agree to attempt to substitute for such invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

14.3 Failure by either party to insist on performance of this Agreement or to exercise a right when entitled does not prevent such party from doing so at a later time, either in relation to that default or any subsequent one.

## **Exhibit A: Terms and Conditions of Open Source Software**

### **1. Open Source License**

The Software Product uses or contains software licensed or distributed under any of the following licenses ("Open Source Software"). Notwithstanding anything to the contrary stated in the Customer Portal Site Terms of Use, installation or use of Open Source Software shall be subject to the following license terms and this Terms and Conditions of Open Source Software, which shall prevail over the Customer Portal Site Terms of Use. Some of Open Source Software may, in its accompanying files, specify different version of the license terms and/or additional terms, which, if any, shall take precedence over the following license terms:

#### **List of Open Source License included in CQ1™**

The Software Product includes the following OSS:

- The MIT License
- License Agreement For Open Source Company Vision Library (3-Clause BSD License)
- Microsoft Public License
- GNU Lesser General Public License version 3
- NVIDIA Software License
- Creative Commons Attribution 3.0 Unported License

#### **List of Open Source License included in ImageJ with OpenJDK**

This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>). The software includes the following OSS:

- 2-Clause BSD License
- 3-Clause BSD License
- 4-Clause BSD License
- Apache License Version 1.1 and Apache License Version 2.0
- Apache License Version 2.0
- GNU General Public License, version 2, with the Classpath Exception
- The SGI Free Software License B, Version 2.0
- Khronos Group License
- Ubuntu Font Licence 1.0
- License provided by NVIDIA Corporation
- Oculus VR Rift SDK Software License

The text of the license terms above is provided below and is also available on the website.

### **2. How to provide the source code**

You may obtain the source code of any software that applies GPL with the Classpath Exception under the terms of that license agreement and you may redistribute and/or modify it. You may obtain the source code of any software that applies LGPL under the terms of that license agreement and you may redistribute and/or modify it.

Source code of the corresponding software will be provided upon your request. Any costs and expenses incurred for providing the source code must be paid by the customer. Please be aware that we are not able to provide any information for your source code-related questions.

For the information how to get the source code, please contact YOKOGAWA.

---

### Programs to which The MIT License (MIT) applies

- Math.NET Numerics License  
Copyright © 2002-2013 Math.NET  
[\[https://github.com/mathnet/mathnet-numeric/blob/v2.6.1/LICENSE.md\]](https://github.com/mathnet/mathnet-numeric/blob/v2.6.1/LICENSE.md)
- MVVM Light Toolkit  
Copyright © 2009 - 2013 Laurent Bugnion  
[\[https://github.com/lbugnion/mvmlight/blob/V4.2.30/GalaSoft.MvvmLight/GalaSoft.MvvmLight%20\(NET 35\)/License.txt\]](https://github.com/lbugnion/mvmlight/blob/V4.2.30/GalaSoft.MvvmLight/GalaSoft.MvvmLight%20(NET%2035)/License.txt)

### The MIT License (MIT)

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

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

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

Please refer to the link below for information regarding MIT

URL <http://opensource.org/licenses/MIT>

---

---

### Programs to which 2-Clause BSD License applies

- launcher  
Copyright © 2007 - 2016, Board of Regents of the University of Wisconsin-Madison, Broad Institute of MIT and Harvard, and Max Planck Institute of Molecular Cell Biology and Genetics.  
[\[https://github.com/imagej/imagej-launcher/blob/master/LICENSE.txt\]](https://github.com/imagej/imagej-launcher/blob/master/LICENSE.txt)
- [GlueGen] L1. The GlueGen source tree contains code from the JogAmp Community  
Copyright © 2010 JogAmp Community.  
[\[https://github.com/sgothel/gluegen/blob/master/LICENSE.txt\]](https://github.com/sgothel/gluegen/blob/master/LICENSE.txt)  
[\[https://jogamp.org/wiki/index.php?title=License\]](https://jogamp.org/wiki/index.php?title=License)

- [JOGL] L1. The JOGL source tree contains code from the JogAmp Community  
Copyright © 2010 JogAmp Community.  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt)  
[\[https://jogamp.org/cgit/jogl.git/tree/README.txt\]](https://jogamp.org/cgit/jogl.git/tree/README.txt)  
[\[https://jogamp.org/wiki/index.php?title=License\]](https://jogamp.org/wiki/index.php?title=License)

## 2-Clause BSD 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. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "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 COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Please refer to the link below for information regarding 2-Clause BSD License  
URL <https://opensource.org/licenses/BSD-2-Clause>

## Programs to which 3-Clause BSD License and License Agreement For Open Source Computer Vision Library applies

- OpenCV  
Copyright © 2000-2019, Intel Corporation, all rights reserved.  
Copyright © 2009-2011, Willow Garage Inc., all rights reserved.  
Copyright © 2009-2016, NVIDIA Corporation, all rights reserved.  
Copyright © 2010-2013, Advanced Micro Devices, Inc., all rights reserved.  
Copyright © 2015-2016, OpenCV Foundation, all rights reserved.  
Copyright © 2015-2016, Itseez Inc., all rights reserved.  
[\[http://opencv.org/license.html\]](http://opencv.org/license.html)
- java3d-utils  
Copyright © 2007 Sun Microsystems, Inc.  
[\[https://github.com/hharrison/java3d-utils/blob/master/LICENSE.txt\]](https://github.com/hharrison/java3d-utils/blob/master/LICENSE.txt)



- [GlueGen] L2. The GlueGen source tree contains code from Sun Microsystems, Inc.  
Copyright © 2003-2005 Sun Microsystems, Inc.  
[\[https://github.com/sgothel/gluegen/blob/master/LICENSE.txt\]](https://github.com/sgothel/gluegen/blob/master/LICENSE.txt)
- JOAL  
Copyright (c) 2003-2006 Sun Microsystems, Inc  
[\[https://github.com/sgothel/joal/blob/rc/LICENSE.txt\]](https://github.com/sgothel/joal/blob/rc/LICENSE.txt)
- [JOGL] L2. The JOGL source tree contains code from Sun Microsystems, Inc.  
Copyright © 2003-2009 Sun Microsystems, Inc.  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt)
- [JOGL] L4. The JOGL source tree contains code from the LWJGL project  
Copyright © 2002-2004 LWJGL Project  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt)
- [JOGL] L5. The JOGL source tree also contains a Java port of Tile Rendering library  
Copyright © 1997-2005 Brian Paul  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt)

### 3-Clause BSD License and License Agreement For Open Source Computer Vision Library

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "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 COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Please refer to the link below for information regarding 3-Clause BSD License  
URL <https://opensource.org/licenses/BSD-3-Clause>

-----

---

## Programs to which 4-Clause BSD License applies

- [GlueGen] L3. The GlueGen source tree contains CGRAM  
Copyright © 1998-2000, Non, Inc.  
[\[https://github.com/sgothel/gluegen/blob/master/LICENSE.txt\]](https://github.com/sgothel/gluegen/blob/master/LICENSE.txt)

## 4-Clause BSD 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. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by the University of California, Berkeley and its contributors.
4. Neither the name of the University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE REGENTS AND CONTRIBUTORS "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 REGENTS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Please refer to the link below for information regarding 4-Clause BSD License  
URL <https://directory.fsf.org/wiki/License:BSD-4-Clause>

---

---

## Programs to which Microsoft Public License (Ms-PL) applies

- SQLite (Public Domain, Some are Microsoft Public License)  
Copyright under Microsoft Public License belong to Microsoft Corporation  
[\[http://system.data.sqlite.org/index.html/doc/trunk/www/copyright.wiki\]](http://system.data.sqlite.org/index.html/doc/trunk/www/copyright.wiki)  
[\[https://opensource.org/licenses/ms-pl\]](https://opensource.org/licenses/ms-pl)
- Ionic Zip  
Copyright © 2006-2011 Dino Chiesa  
[\[https://opensource.org/licenses/ms-pl\]](https://opensource.org/licenses/ms-pl)
- Microsoft.DwayneNeed  
Copyright © 2008 Microsoft  
[\[https://opensource.org/licenses/ms-pl\]](https://opensource.org/licenses/ms-pl)

## Microsoft Public License (Ms-PL)

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

### 1. Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law. A "contribution" is the original software, or any additions or changes to the software. A "contributor" is any person that distributes its contribution under this license. "Licensed patents" are a contributor's patent claims that read directly on its contribution.

### 2. Grant of Rights

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

### 3. Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Please refer to the link below for information regarding Ms-PL.

[URL http://www.opensource.org/licenses/ms-pl.html](http://www.opensource.org/licenses/ms-pl.html)

---

---

## Programs to which Apache License Version 1.1 applies

- [JOGL] A3. The JOGL source tree contains code from David Schweinsberg (Apache License Version 1.1 and Apache License Version 2.0)  
Copyright © 1999-2003 The Apache Software Foundation., Author: David Schweinsberg  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt)  
Refer to the relevant section for Apache License Version 2.0 license terms.

## Apache License Version 1.1

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:  
"This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>)."  
Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
4. The names "Apache" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [apache@apache.org](mailto:apache@apache.org).
5. Products derived from this software may not be called "Apache", nor may "Apache" appear in their name, without prior written permission of the Apache Software Foundation.

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

Please refer to the link below for information regarding Apache License Version 1.1  
URL <https://www.apache.org/licenses/LICENSE-1.1>

---

## ----- Programs to which Apache License Version 2.0 applies

- [GlueGen] A1. The GlueGen source tree contains code from The Apache Software Foundation  
Copyright © 2006, 2010 The Apache Software Foundation.  
[\[https://github.com/sgothel/gluegen/blob/master/LICENSE.txt\]](https://github.com/sgothel/gluegen/blob/master/LICENSE.txt)
- [GlueGen] A2. The GlueGen source tree contains code from Ben Mankin, a.k.a 'Shevek'  
Copyright © 2007-2008, Shevek, Author: Ben Mankin, a.k.a 'Shevek'  
[\[https://github.com/sgothel/gluegen/blob/master/LICENSE.txt\]](https://github.com/sgothel/gluegen/blob/master/LICENSE.txt)
- [JOGL] A2. The JOGL source tree contains code from The Apache Software Foundation.  
Copyright © 2006, 2010 The Apache Software Foundation.  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt)
- [JOGL] A3. The JOGL source tree contains code from David Schweinsberg  
(Apache License Version 1.1 and Apache License Version 2.0)  
Copyright © 1999-2003 The Apache Software Foundation., Author: David Schweinsberg  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt)  
Refer to the relevant section for Apache License Version 1.0 license terms.
- [JOGL] A6. PNGJ  
Copyright © 2004 The Apache Software Foundation, Author: Hernan J. Gonzalez and Shawn Hartsock  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt)

## Apache License Version 2.0

### 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 Licensor regarding such Contributions.

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

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

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

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

END OF TERMS AND CONDITIONS

## HOW TO APPLY THE APACHE LICENSE TO YOUR WORK

You should include a copy of the Apache License, typically in a file called LICENSE, in your work, and consider also including a NOTICE file.

To apply the Apache License to specific files in your work, attach the following boilerplate declaration, 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.

Please refer to the link below for information regarding Apache License Version 2.0

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

-----

-----

## Programs to which GNU Lesser General Public License applies

- OpenCVSharp  
Copyright © 2008-2013 shimat  
[\[https://github.com/sanglin307/UnityOpenCV/blob/master/OpenCV/OpenCvSharp/LGPL.txt\]](https://github.com/sanglin307/UnityOpenCV/blob/master/OpenCV/OpenCvSharp/LGPL.txt)

## GNU Lesser General Public License

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

### 0. Additional Definitions.

As used herein, "this License" refers to version 3 of the GNU Lesser General Public License, and the "GNU GPL" refers to version 3 of the GNU General Public License.

"The Library" refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

An "Application" is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the "Linked Version".

The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

### 1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

### 2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

### 3. Object Code Incorporating Material from Library Header Files.



The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the object code with a copy of the GNU GPL and this license document.

#### 4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

- a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.
- d) Do one of the following:
  - 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
  - 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.
- e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

#### 5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

#### 6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License

ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

Please refer to the link below for information regarding GNU Lesser General Public License  
URL <https://opensource.org/licenses/LGPL-3.0>

### **GNU General Public License Version 3**

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

### **TERMS AND CONDITIONS**

## 0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

## 1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts

of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

## 2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

## 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

## 4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

## 5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.

d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an “aggregate” if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

## 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.

b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A “User Product” is either (1) a “consumer product”, which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, “normally used” refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

## 7. Additional Terms.

“Additional permissions” are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered “further restrictions” within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

## 8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

#### 9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

#### 10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance with this License.

An “entity transaction” is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

#### 11. Patents.

A “contributor” is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's “contributor version”.

A contributor's “essential patent claims” are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, “control” includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

#### 12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

#### 13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

#### 14. Revised Versions of this License.



The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License “or any later version” applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

#### 15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

#### 16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

### END OF TERMS AND CONDITIONS

#### How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively state the exclusion of warranty; and each file should have at least the “copyright” line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>  
Copyright (C) <year> <name of author>

This program is free software: you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program. If not, see <<http://www.gnu.org/licenses/>>.

Also add information on how to contact you by electronic and paper mail.

If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

```
<program> Copyright (C) <year> <name of author>
```

```
This program comes with ABSOLUTELY NO WARRANTY; for details type `show w'.  
This is free software, and you are welcome to redistribute it  
under certain conditions; type `show c' for details.
```

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an “about box”.

You should also get your employer (if you work as a programmer) or school, if any, to sign a “copyright disclaimer” for the program, if necessary. For more information on this, and how to apply and follow the GNU GPL, see <<http://www.gnu.org/licenses/>>.

The GNU General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License. But first, please read <<http://www.gnu.org/philosophy/why-not-lgpl.html>>.

Please refer to the link below for information regarding GNU General Public License  
URL <https://opensource.org/licenses/GPL-3.0>

-----

-----  
**Programs to which GNU General Public License, version 2, with the Classpath Exception applies**

- OpenJDK  
Copyright © 1989, 1991 Free Software Foundation, Inc  
[\[https://openjdk.java.net/legal/gplv2+ce.html\]](https://openjdk.java.net/legal/gplv2+ce.html)
- java3d-core  
Copyright © 1996-2008 Sun Microsystems, Inc.  
[\[https://github.com/hharrison/java3d-core/blob/master/LICENSE.txt\]](https://github.com/hharrison/java3d-core/blob/master/LICENSE.txt)
- vecmath  
Copyright © 1996-2008 Sun Microsystems, Inc.  
[\[https://github.com/hharrison/vecmath/blob/master/LICENSE.txt\]](https://github.com/hharrison/vecmath/blob/master/LICENSE.txt)

**GNU General Public License, version 2, with the Classpath Exception**

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

## TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work

based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from

distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances. It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

#### NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### END OF TERMS AND CONDITIONS

## "CLASSPATH" EXCEPTION TO THE GPL

Certain source files distributed by Oracle America and/or its affiliates are subject to the following clarification and special exception to the GPL, but only where Oracle has expressly included in the particular source file's header the words "Oracle designates this particular file as subject to the "Classpath" exception as provided by Oracle in the LICENSE file that accompanied this code."

Linking this library statically or dynamically with other modules is making a combined work based on this library. Thus, the terms and conditions of the GNU General Public License cover the whole combination.

As a special exception, the copyright holders of this library give you permission to link this library with independent modules to produce an executable, regardless of the license terms of these independent modules, and to copy and distribute the resulting executable under terms of your choice, provided that you also meet, for each linked independent module, the terms and conditions of the license of that module. An independent module is a module which is not derived from or based on this library. If you modify this library, you may extend this exception to your version of the library, but you are not obligated to do so. If you do not wish to do so, delete this exception statement from your version.

## ADDITIONAL INFORMATION ABOUT LICENSING

Certain files distributed by Oracle America, Inc. and/or its affiliates are subject to the following clarification and special exception to the GPLv2, based on the GNU Project exception for its Classpath libraries, known as the GNU Classpath Exception.

Note that Oracle includes multiple, independent programs in this software package. Some of those programs are provided under licenses deemed incompatible with the GPLv2 by the Free Software Foundation and others. For example, the package includes programs licensed under the Apache License, Version 2.0 and may include FreeType. Such programs are licensed to you under their original licenses.

Oracle facilitates your further distribution of this package by adding the Classpath Exception to the necessary parts of its GPLv2 code, which permits you to use that code in combination with other independent modules not licensed under the GPLv2. However, note that this would not permit you to commingle code under an incompatible license with Oracle's GPLv2 licensed code by, for example, cutting and pasting such code into a file also containing Oracle's GPLv2 licensed code and then distributing the result.

Additionally, if you were to remove the Classpath Exception from any of the files to which it applies and distribute the result, you would likely be required to license some or all of the other code in that distribution under the GPLv2 as well, and since the GPLv2 is incompatible with the license terms of some items included in the distribution by Oracle, removing the Classpath Exception could therefore effectively compromise your ability to further distribute the package.

Failing to distribute notices associated with some files may also create unexpected legal consequences.

Proceed with caution and we recommend that you obtain the advice of a lawyer skilled in open source matters before removing the Classpath Exception or making modifications to this package which may subsequently be redistributed and/or involve the use of third party software.

Please refer to the link below for information regarding  
GNU General Public License, version 2, with the Classpath Exception  
URL <https://openjdk.java.net/legal/gplv2+ce.html>

-----

---

### **Programs to which The SGI Free Software License B, Version 2.0 applies**

- [JOGL] L3. The JOGL source tree contains code ported from the OpenGL Copyright © Silicon Graphics, Inc.  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt)

### **The SGI Free Software License B, Version 2.0**

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

The above copyright notice including the dates of first publication and either this permission notice or a reference to <http://oss.sgi.com/projects/FreeB/> shall be included in all copies or substantial portions of the Software.

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

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

Please refer to the link below for information regarding The SGI Free Software License B, Version 2.0  
URL <https://spdx.org/licenses/SGI-B-2.0>

---

---

### **Programs to which Khronos Group License applies**

- [JOGL] A1. The JOGL source tree also contains header files from Khronos, reflecting OpenKODE, EGL, OpenGL ES1, OpenGL ES2 and OpenGL.  
Copyright © 2007-2010 The Khronos Group Inc.  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt)

### **Khronos Group License**

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

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

THE MATERIALS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN



ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE MATERIALS OR THE USE OR OTHER DEALINGS IN THE MATERIALS.

-----

-----

### Programs to which UBUNTU FONT LICENCE Version 1.0 applies

- [JOGL] A4. The JOGL source tree contains fonts from Ubuntu  
Copyright © 2010 Canonical Ltd, Author: Canonical Ltd., Dalton Maag  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob;f=LICENSE.txt)

### UBUNTU FONT LICENCE Version 1.0

#### PREAMBLE

This licence allows the licensed fonts to be used, studied, modified and redistributed freely. The fonts, including any derivative works, can be bundled, embedded, and redistributed provided the terms of this licence are met. The fonts and derivatives, however, cannot be released under any other licence. The requirement for fonts to remain under this licence does not require any document created using the fonts or their derivatives to be published under this licence, as long as the primary purpose of the document is not to be a vehicle for the distribution of the fonts.

#### DEFINITIONS

"Font Software" refers to the set of files released by the Copyright Holder(s) under this licence and clearly marked as such. This may include source files, build scripts and documentation.

"Original Version" refers to the collection of Font Software components as received under this licence.

"Modified Version" refers to any derivative made by adding to, deleting, or substituting -- in part or in whole -- any of the components of the Original Version, by changing formats or by porting the Font Software to a new environment.

"Copyright Holder(s)" refers to all individuals and companies who have a copyright ownership of the Font Software.

"Substantially Changed" refers to Modified Versions which can be easily identified as dissimilar to the Font Software by users of the Font Software comparing the Original Version with the Modified Version.

To "Propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification and with or without charging a redistribution fee), making available to the public, and in some countries other activities as well.

#### PERMISSION & CONDITIONS

This licence does not grant any rights under trademark law and all such rights are reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of the Font Software, to propagate the Font Software, subject to the below conditions:

1) Each copy of the Font Software must contain the above copyright notice and this licence. These can be included either as stand-alone text files, human-readable headers or in the appropriate machine-readable metadata fields within text or binary files as long as those fields can be easily viewed by the user.

2) The font name complies with the following:

(a) The Original Version must retain its name, unmodified.

(b) Modified Versions which are Substantially Changed must be renamed to avoid use of the name of the

Original Version or similar names entirely.

(c) Modified Versions which are not Substantially Changed must be renamed to both (i) retain the name of the Original Version and (ii) add additional naming elements to distinguish the Modified Version from the Original Version. The name of such Modified Versions must be the name of the Original Version, with "derivative X" where X represents the name of the new work, appended to that name.

3) The name(s) of the Copyright Holder(s) and any contributor to the Font Software shall not be used to promote, endorse or advertise any Modified Version, except (i) as required by this licence, (ii) to acknowledge the contribution(s) of the Copyright Holder(s) or (iii) with their explicit written permission.

4) The Font Software, modified or unmodified, in part or in whole, must be distributed entirely under this licence, and must not be distributed under any other licence. The requirement for fonts to remain under this licence does not affect any document created using the Font Software, except any version of the Font Software extracted from a document created using the Font Software may only be distributed under this licence.

#### TERMINATION

This licence becomes null and void if any of the above conditions are not met.

#### DISCLAIMER

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL THE COPYRIGHT HOLDER BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

-----

#### Programs to which License for Customer use of NVIDIA Software applies

- NVIDIA Driver  
Copyright © NVIDIA Corporation

#### License for Customer use of NVIDIA Software

IMPORTANT NOTICE -- READ CAREFULLY: This License For Customer Use of NVIDIA Software ("LICENSE") is the agreement which governs use of the software of NVIDIA Corporation and its subsidiaries ("NVIDIA") downloadable herefrom, including computer software and associated printed materials ("SOFTWARE"). By downloading, installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms of this LICENSE. If you do not agree to the terms of this LICENSE, do not download the SOFTWARE.

#### RECITALS

Use of NVIDIA's products requires three elements: the SOFTWARE, the hardware on a graphics controller board, and a personal computer. The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is not sold, and instead is only licensed for use, strictly in accordance with this document. The hardware is protected by various patents, and is sold, but this LICENSE does not cover that sale, since it may not necessarily be sold as a package with the SOFTWARE. This LICENSE sets forth the terms and conditions of the SOFTWARE LICENSE only.

#### 1. DEFINITIONS

1.1 Customer. Customer means the entity or individual that downloads the SOFTWARE.

## 2. GRANT OF LICENSE

2.1 Rights and Limitations of Grant. NVIDIA hereby grants Customer the following non-exclusive, non-transferable right to use the SOFTWARE, with the following limitations:

2.1.1 Rights. Customer may install and use multiple copies of the SOFTWARE on a shared computer or concurrently on different computers, and make multiple back-up copies of the SOFTWARE, solely for Customer's use within Customer's Enterprise. "Enterprise" shall mean individual use by Customer or any legal entity (such as a corporation or university) and the subsidiaries it owns by more than fifty percent (50%).

2.1.2 Linux/FreeBSD Exception. Notwithstanding the foregoing terms of Section 2.1.1, SOFTWARE designed exclusively for use on the Linux or FreeBSD operating systems, or other operating systems derived from the source code to these operating systems, may be copied and redistributed, provided that the binary files thereof are not modified in any way (except for unzipping of compressed files).

2.1.3 Limitations.

No Reverse Engineering. Customer may not reverse engineer, decompile, or disassemble the SOFTWARE, nor attempt in any other manner to obtain the source code.

No Separation of Components. The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer, nor otherwise used separately from the other parts.

No Rental. Customer may not rent or lease the SOFTWARE to someone else.

## 3. TERMINATION

This LICENSE will automatically terminate if Customer fails to comply with any of the terms and conditions hereof. In such event, Customer must destroy all copies of the SOFTWARE and all of its component parts.

Defensive Suspension. If Customer commences or participates in any legal proceeding against NVIDIA, then NVIDIA may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this LICENSE during the pendency of such legal proceedings.

## 4. COPYRIGHT

All title and copyrights in and to the SOFTWARE (including but not limited to all images, photographs, animations, video, audio, music, text, and other information incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by NVIDIA, or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Accordingly, Customer is required to treat the SOFTWARE like any other copyrighted material, except as otherwise allowed pursuant to this LICENSE and that it may make one copy of the SOFTWARE solely for backup or archive purposes.

## 5. APPLICABLE LAW

This LICENSE shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

## 6. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY

6.1 No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND NVIDIA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO OR ARISING FROM THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Without limiting the foregoing, you are solely responsible for determining and verifying that the SOFTWARE that you obtain and install is the appropriate version for your model of graphics controller board, operating system, and computer hardware.

6.2 No Liability for Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NVIDIA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. SYSTEM UPDATES

7.1 Customer hereby agrees and acknowledges that the SOFTWARE may access, collect non-personally identifiable information about, update, and configure Customer's system in order to properly optimize such system for use with the SOFTWARE. To the extent that Customer uses the SOFTWARE, Customer hereby consents to all of the foregoing, and represent and warrant that Customer has the right to grant such consent. In addition, Customer agrees that Customer is solely responsible for maintaining appropriate data backups and system restore points for Customer's system, and that NVIDIA will have no responsibility for any damage or loss to such system (including loss of data or access) arising from or relating to (a) any changes to the configuration, application settings, environment variables, registry, drivers, BIOS, or other attributes of the system (or any part of such system) initiated through the SOFTWARE; or (b) installation of any SOFTWARE or third party software patches through the NVIDIA Update Service. The SOFTWARE may contain links to websites and services. We encourage you to review the privacy statements on those sites and services that you choose to visit so that you can understand how they may collect, use and share your personal information. NVIDIA is not responsible for the privacy statements or practices of sites and services controlled by other companies or organizations.

7.2 Registration and Customer Information. Customer represents and warrants that the non-personally identifiable information that Customer has furnished in connection with its registration for the SOFTWARE is complete and accurate. Customer also acknowledges that from time to time, NVIDIA may collect, use, and disclose such information about Customer and/or Customer's system in connection with the SOFTWARE in accordance with NVIDIA's privacy policy, available at <https://www.nvidia.com/en-us/about-nvidia/privacy-policy/>. If Customer does not wish the SOFTWARE to provide system updates as described in this Section 7, uncheck "Automatically check for updates" in the "Preferences" tab of the applicable NVIDIA Update control panel for the SOFTWARE.

## 8. MISCELLANEOUS

If any provision of this LICENSE is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This LICENSE is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This LICENSE may only be modified in writing signed by an authorized officer of NVIDIA. Customer agrees that it will not ship, transfer or export the SOFTWARE into any country, or use the SOFTWARE in any manner, prohibited by the United States Bureau of Industry and Security or any export laws, restrictions or regulations.

Please refer to the link below for information regarding License for Customer use of NVIDIA Software  
URL <https://www.nvidia.com/en-us/drivers/nvidia-license/>  
-----

---

#### **Programs to which License provided by NVIDIA Corporation applies**

- [JOGL] A5. The JOGL source tree also contains header files from NVIDIA  
Copyright © 2002, NVIDIA Corporation  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt)

#### **License provided by NVIDIA Corporation**

NVIDIA Corporation("NVIDIA") supplies this software to you in consideration of your agreement to the following terms, and your use, installation, modification or redistribution of this NVIDIA software constitutes acceptance of these terms. If you do not agree with these terms, please do not use, install, modify or redistribute this NVIDIA software.

In consideration of your agreement to abide by the following terms, and subject to these terms, NVIDIA grants you a personal, non-exclusive license, under NVIDIA's copyrights in this original NVIDIA software (the "NVIDIA Software"), to use, reproduce, modify and redistribute the NVIDIA Software, with or without modifications, in source and/or binary forms; provided that if you redistribute the NVIDIA Software, you must retain the copyright notice of NVIDIA, this notice and the following text and disclaimers in all such redistributions of the NVIDIA Software. Neither the name, trademarks, service marks nor logos of NVIDIA Corporation may be used to endorse or promote products derived from the NVIDIA Software without specific prior written permission from NVIDIA. Except as expressly stated in this notice, no other rights or licenses express or implied, are granted by NVIDIA herein, including but not limited to any patent rights that may be infringed by your derivative works or by other works in which the NVIDIA Software may be incorporated. No hardware is licensed hereunder.

THE NVIDIA SOFTWARE IS BEING PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ITS USE AND OPERATION EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS.

IN NO EVENT SHALL NVIDIA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS; PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) OR ARISING IN ANY WAY OUT OF THE USE, REPRODUCTION, MODIFICATION AND/OR DISTRIBUTION OF THE NVIDIA SOFTWARE, HOWEVER CAUSED AND WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

---

---

#### **Programs to which Oculus VR, LLC Software Development Kit License applies**

- [JOGL] A7. The JOGL source tree \_may\_ contain code from Oculus VR  
Copyright © 2014 Oculus VR, Inc.  
[\[https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt\]](https://jogamp.org/cgit/jogl.git/tree/LICENSE.txt?p=jogl.git;a=blob:f=LICENSE.txt)

#### **Oculus VR, LLC Software Development Kit License Agreement**

You are Free to:

Use, modify, and distribute the Oculus VR Rift SDK in source and binary form with your applications/software.

With the Following Restrictions:

You can only distribute or re-distribute the source code to LibOVR in whole, not in part.

Modifications to the Oculus VR Rift SDK in source or binary form must be shared with Oculus VR.

If your applications cause health and safety issues, you may lose your right to use the Oculus VR Rift SDK, including LibOVR.

The Oculus VR Rift SDK may not be used to interface with unapproved commercial virtual reality mobile or non-mobile products or hardware.

\* - This human-readable Summary is not a license. It is simply a convenient reference for understanding the full Oculus VR Rift SDK License Agreement. The Summary is written as a user-friendly interface to the full Oculus VR Rift SDK License below. This Summary itself has no legal value, and its contents do not appear in the actual license.

Full-length Legal Copy:

1. Subject to the terms and conditions of this License Agreement (the "License"), Oculus VR, LLC ("Oculus VR") hereby grants to you a perpetual, worldwide, non-exclusive, no-charge, royalty-free, sublicenseable copyright license to use, reproduce, redistribute (subject to restrictions below), modify, and improve the software contained in this Oculus VR Rift Software Development Kit ("RIFT SDK"), including, but not limited to, the samples, headers, LibOVR headers, and LibOVR source. This license is subject to the following terms and conditions:

1.1. This license includes the non-exclusive license and right to use (i) the RIFT SDK to make applications, content, games and demos (collectively and generally referred to as "Developer Content") that run on the Oculus VR approved mobile hardware and software products ("Oculus Approved Rift Products") and which may incorporate the RIFT SDK in whole or in part in binary or object code; and (ii) to use the RIFT SDK to create derivative works of the RIFT SDK itself ("RIFT SDK Derivatives"), whether in source, binary, or object form, in whole or in part, including third party software unless otherwise noted.

1.2. RIFT SDK Derivatives are further defined as source, binary or object code derived exclusively from the RIFT SDK by you; provided, however, that RIFT SDK Derivatives do not include the Developer Content (engines, utilities, applications, content, games or demos) which may be developed using the RIFT SDK. By way of example a mobile application or game or demo that is developed using the RIFT SDK would not be a RIFT SDK Derivative, nor would a utility or tool set in a pre-existing game engine that is adapted to work with the RIFT SDK be a RIFT SDK Derivative. By way of example, but not limitation, a RIFT SDK Derivative is or would be: either (i) an adaptation of a utility or piece of code from the RIFT SDK to improve efficiency; or (ii) an addition of code or improvement to the RIFT SDK that adds functionality.

1.3 For the sake of clarification when you use the RIFT SDK (including RIFT SDK Derivatives) in or with Developer Content, you retain all rights to your Developer Content, and you have no obligations to share or license Developer Content (including your source and object code) to Oculus VR or any third parties; provided, however, Oculus VR retains all rights to the RIFT SDK and the RIFT SDK Derivatives that may be incorporated into your Developer Content.

1.4 You agree to and you will use the Flash Screen Warning and the Health and Safety Warnings (collectively the "Oculus Warnings") and the Oculus VR health and safety protocols found in the Oculus Best Practices Guide ("Oculus H&S Protocols"), and your use of the Oculus Warnings and the Oculus end user license agreement ("Oculus EULA") with your Developer Content as provided for in the Oculus Developer Center, all of which can be found at the following link: <https://developer.oculus.com/documentation/>.

2. You, the recipient and user of the RIFT SDK, hereby agree and accept that that Oculus VR shall own all right, title and interest to the intellectual property rights, including, but limited to copyright, trademark and patent rights, to any RIFT SDK Derivatives that you may create, and you hereby assign any and all such rights to such RIFT SDK Derivatives to Oculus VR, subject to the following.

2.1 We hereby grant to you the a fully paid up, no-charge, royalty-free, world-wide, in perpetuity, non-exclusive right and license back to use these RIFT SDK Derivatives solely in conjunction with the RIFT SDK (or any components of the RIFT SDK) and/or Developer Content on Oculus Rift Products as set forth herein.

2.2 Furthermore, for the sake of clarification, Oculus VR and its assignees and licensees shall be free to use such RIFT SDK Derivatives without any approval from you and without compensation or attribution to you.

2.3 You also agree upon Oculus VR's request to provide the source and binary code of any RIFT SDK Derivatives to Oculus VR. FAILURE TO COMPLY WITH THIS REQUEST IS THE BASIS FOR AUTOMATIC TERMINATION OF THIS LICENSE BY OCULUS VR.

3. Subject to the terms and conditions of this License, your license to redistribute and sublicense the RIFT SDK and RIFT SDK Derivatives is also expressly made subject to the following conditions:

3.1. You may sublicense and redistribute the source, binary, or object code of the RIFT SDK in whole or in part by itself for no charge or as part of a for charge piece of Developer Content; provided, however, you may only license, sublicense or redistribute the source, binary or object code of LibOVR in whole, and you may not license, sublicense or redistribute any portion or element of LibOVR separately or in part (in either source, binary or object form). If you license, sublicense or redistribute RIFT SDK Derivatives in and of themselves (not as a part of a piece of Developer Content) then you may only do that solely with and in conjunction with either the RIFT SDK or LibOVR. The RIFT SDK (including, but not limited to LibOVR), any RIFT SDK Derivatives, and any Developer Content may only be used with Oculus Approved Rift Products and may not be used, licensed, or sublicensed to interface with mobile software or hardware or other commercial headsets, mobile tablets or phones that are not authorized and approved by Oculus VR;

3.2. You must include with all such redistributed or sublicensed RIFT SDK or RIFT SDK Derivatives code the following copyright notice: "Copyright © 2014 Oculus VR, LLC. All rights reserved," and include the list of conditions contained in this Section3, including the full text of the disclaimer in Section 3.6 below;

3.3. Neither the name of Oculus VR, LLC nor the names of Oculus VR, LLC's contributors, licensors, employees, or contractors, may be used to endorse or promote products derived from this RIFT SDK without specific prior written permission of Oculus VR, LLC;

3.4. You must give any other recipients of the RIFT SDK or any elements thereof, including LibOVR or RIFT SDK Derivatives, a copy of this License as such recipients, licensees or sublicensees may only use the RIFT SDK or any RIFT SDK Derivatives or any elements thereof subject to the terms of this License and such recipients, licensees or sublicensees agreement and acceptance of this License with Oculus VR (which will convey all rights to the recipients' or licensees' or sublicensees' RIFT SDK Derivatives to Oculus VR), and you must cause any modified files to carry prominent notices stating that you changed the files;

3.5. If the RIFT SDK or a specific element thereof such as LibOVR includes a "LICENSE" text file as part of its distribution (the "License Notice"), then any RIFT SDK Derivatives that you distribute with the RIFT SDK in whole or in part must include a readable copy of such attribution notices as are contained within the applicable License Notice file (excluding those notices that do not pertain to any part of the RIFT SDK Derivatives), in at least one of the following places: within a License Notice text file distributed as part of the RIFT SDK Derivatives; within the source form documentation, if provided along with the RIFT SDK Derivatives; or, within a display generated by the RIFT SDK Derivatives, if and wherever such third-party notices normally appear. You must also include in the License Notice file for all RIFT SDK Derivatives a copy of all notices (including any product liability or health and safety notices). The contents of the License Notice file are for informational purposes only and do not modify the License. You may add your own attribution notices within RIFT SDK Derivatives that you distribute, alongside or as an addendum to the License Notice text from the RIFT SDK or any part thereof, provided that such additional attribution notices cannot be construed as modifying the License.

3.6. THIS RIFT SDK AND ANY COMPONENT THEREOF IS PROVIDED BY OCULUS VR AND ITS CONTRIBUTORS "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 OCULUS VR AS THE COPYRIGHT OWNER OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS RIFT SDK OR THE RIFT SDK DERIVATIVES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

4. This License does not grant permission to use the trade names, trademarks, service marks, or product names of Oculus VR, except as required for reasonable and customary use in describing the origin of the RIFT SDK, LibOVR, or any element thereof, and reproducing the content of the License Notice file. Oculus VR reserves all rights not expressly granted to you under this License.

5. 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 Oculus VR or any contributor be liable to you or your licensees or sublicensees 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 RIFT SDK, LibOVR, any element thereof or any RIFT SDK Derivatives (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 you or such contributor has been advised of the possibility of such damages.

6. Your acceptance of the terms and conditions of this License in and of itself and for all Developer Content created as of March 1, 2014, may be evidenced by any of the following: your usage of the RIFT SDK or any element thereof, acceptance of the click-through agreement, or opening the packaging of the CD-ROM containing the RIFT SDK or any element thereof, including LibOVR.

As this License is updated for future releases of the RIFT SDK and/or LibOVR, you agree to abide by and meet all requirements of future updates of this License for those future RIFT SDK releases as evidenced by the same usage of the RIFT SDK or any element thereof and the future updates of this License will apply for that future Developer Content that may developed for or with that future RIFT SDK or any element thereof (i.e., you cannot sidestep out of the requirements of future updates of the License by developing against an older release of the RIFT SDK or License).

7. Oculus VR reserves the right to terminate this License and all your rights hereunder in the event you materially breach this License and fail to cure such breach within ten (10) business days after notice of breach from Oculus VR.

8. Furthermore, Oculus VR also reserves the right to cancel or terminate this License for any of the following reasons upon notice to you, subject to the appeal process set forth in Section 14 for a wrongful termination:

- a) Intellectual property infringement by you with Developer Content or RIFT SDK Derivatives created by you that is used with or by the RIFT SDK or any part thereof, or any of the RIFT SDK Derivatives;
- b) Developer Content that violates or infringes upon applicable law;
- c) Health and safety issues associated with your Developer Content;
- d) Failure to comply with or use properly the Oculus Warnings, Oculus H&S Protocols, or Oculus EULA;
- e) Use of the RIFT SDK, RIFT SDK Derivatives or LibOVR with a commercial product other than an Oculus Approved Product; and
- f) Failure to provide required notices or deliver source code and/or binary of RIFT SDK Derivatives as set forth above.



If you believe that you have been wrongfully terminated under this Section 8 with respect to material breach or with respect to these above conditions, you have the right to appeal the termination of this License under Section 14.

9. This License may be amended by Oculus VR on a prospective basis, and your usage of the License after such amendments or changes signifies your consent to and acceptance of any such amendments or changes on a going forward basis.

10. In the event any provision of this License is determined to be invalid, prohibited or unenforceable by a court or other body of competent jurisdiction, this License shall be construed as if such invalid, prohibited or unenforceable provision has been more narrowly drawn so as not to be invalid, prohibited or unenforceable.

11. You may not assign any rights or obligations under this License without the advance written consent of Oculus VR, which may be withheld in its sole discretion. Oculus VR may assign its rights or obligations under this License in its sole discretion.

12. Failure of either party at any time to enforce any of the provisions of this License will not be construed as a waiver of such provisions or in any way affect the validity of this License or parts thereof.

13. Your remedies under this License shall be limited to the right to collect money damages, if any, and you hereby waive your right to injunctive or other equitable relief.

14. This License shall be governed by the laws of the State of California, without giving effect to choice of law principles. All disputes relating to this License shall be resolved by binding non-appearance-based arbitration before a neutral arbitrator in Orange County, California. If your License has been terminated hereunder by Oculus, you may appeal your termination through this arbitration process on an expedited basis with an arbitration within thirty days of your giving Oculus VR notice of the appeal. The arbitration shall be conducted in accordance with the rules and procedures of JAMS then in effect, and the judgment of the arbitrator shall be final and capable of entry in any court of competent jurisdiction. You agree to submit to the personal jurisdiction of the courts located within Orange County, California in connection with any entrance of an arbitrator's judgment or decision or any dispute with respect to the arbitration process or procedure or Oculus VR's exercise of its equitable rights or remedies.

---

#### **Programs to which Creative Commons Attribution 3.0 Unported License (CC BY 3.0)**

- OME XML Schema  
Copyright (C) 2002-2013 Open Microscopy Environment,  
Massachusetts Institute of Technology,  
National Institutes of Health,  
University of Dundee,  
University of Wisconsin at Madison  
Object Code [<http://www.openmicroscopy.org/Schemas/OME/2013-06/ome.xsd>]  
\*The OME-TIFF output by this software is based on the above schema.

#### **Creative Commons Attribution 3.0 Unported License (CC BY 3.0)**

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

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

## 1. Definitions

- a. "**Adaptation**" means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. "**Collection**" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.
- c. "**Distribute**" means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.
- d. "**Licensors**" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.
- e. "**Original Author**" means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- f. "**Work**" means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.
- g. "**You**" means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensors to exercise rights under this License despite a previous violation.
- h. "**Publicly Perform**" means to perform public recitations of the Work and to communicate to the public those public recitations, by any means or process, including by wire or wireless means or public digital performances; to make available to the public Works in such a way that members of the public may access these Works from a place and at a place individually chosen by them; to perform the Work to the public by any means or process and the communication to the public of the performances of the Work, including by public digital performance; to broadcast and rebroadcast the Work by any means including signs, sounds or images.

- i. **"Reproduce"** means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

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

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

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

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

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

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

incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(b), as requested.

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

## **5. Representations, Warranties and Disclaimer**

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

## **6. Limitation on Liability.**

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

## **7. Termination**

- a. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

## **8. Miscellaneous**

- a. Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.
- b. Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.
- c. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- d. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.
- f. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

Please refer to the link below for information regarding Creative Commons Attribution 3.0 Unported License.  
URL <https://creativecommons.org/licenses/by/3.0>

-----