

# Open Source Declaration for: extr-EXOS

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gdisk 1.0.4:	<a href="http://www.rodsbooks.com/gdisk/">http://www.rodsbooks.com/gdisk/</a>	GNU (C Public v2.0 or
github.com/containerd/go-cni 20181024-snapshot-40bcf8ec:	<a href="https://github.com/containerd/go-cni">https://github.com/containerd/go-cni</a>	Apach Licens
github.com/containerd/ttrpc 20190419-snapshot-f02858b1:	<a href="https://github.com/containerd/ttrpc">https://github.com/containerd/ttrpc</a>	Apach Licens
github.com/containerd/ttrpc 20190606-snapshot-f8214833:	<a href="https://github.com/containerd/ttrpc">https://github.com/containerd/ttrpc</a>	Apach Licens
github.com/containerd/ttrpc v1.0.0:	<a href="https://github.com/containerd/ttrpc">https://github.com/containerd/ttrpc</a>	Apach Licens
github.com/gofrs/flock v0.7.0:	<a href="https://github.com/gofrs/flock">https://github.com/gofrs/flock</a>	BSD 3 "New" "Revis Licens
gkernel: rng-tools / ethtool v5.4:	<a href="http://www.kernel.org/pub/software/network/ethtool/">http://www.kernel.org/pub/software/network/ethtool/</a>	GNU (C Public v2.0 or
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go-cli:	<a href="https://github.com/codegangsta/cli">https://github.com/codegangsta/cli</a>	MIT L
go-criu v3.11:	<a href="https://github.com/checkpoint-restore/go-criu">https://github.com/checkpoint-restore/go-criu</a>	Apach Licens
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go.etcd.io/bbolt 20181005-snapshot:	<a href="https://github.com/etcd-io/bbolt">https://github.com/etcd-io/bbolt</a>	MIT L
go.etcd.io/bbolt 20200630-snapshot:	<a href="https://github.com/etcd-io/bbolt">https://github.com/etcd-io/bbolt</a>	MIT L
go.etcd.io/bbolt:	<a href="https://github.com/etcd-io/bbolt">https://github.com/etcd-io/bbolt</a>	MIT L
gogo/googleapis v1.0.0:	<a href="https://github.com/gogo/googleapis">https://github.com/gogo/googleapis</a>	Apach Licens
gogo/googleapis v1.2.0:	<a href="https://github.com/gogo/googleapis">https://github.com/gogo/googleapis</a>	Apach Licens
gogo-protobuf	v1.2.1	BSD 3 "New" "Revis Licens
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go-immutable-radix 20180615-snapshot-826af9cc:	<a href="https://github.com/hashicorp/go-immutable-radix">https://github.com/hashicorp/go-immutable-radix</a>	Mozill Licens
go-ini-ini 20181201-snapshot:	<a href="http://go-ini.github.io/ini">http://go-ini.github.io/ini</a>	Apach Licens
golang/appengine v1.1.0:	<a href="http://google.golang.org/appengine">http://google.golang.org/appengine</a>	Apach Licens
golang/gddo 20180130-snapshot-9b12a26f:	<a href="https://github.com/golang/gddo">https://github.com/golang/gddo</a>	BSD 3 "New" "Revis Licens
golang-github-docker-go-connections-dev 20191111-snapshot:	<a href="https://godoc.org/github.com/docker/go-connections">https://godoc.org/github.com/docker/go-connections</a>	Apach Licens
golang-github-docker-go-connections-dev:	<a href="https://godoc.org/github.com/docker/go-connections">https://godoc.org/github.com/docker/go-connections</a>	Apach Licens
golang-github-ghodss-yaml-dev 20210629-snapshot:	<a href="https://github.com/ghodss/yaml">https://github.com/ghodss/yaml</a>	MIT L
golang-github-hashicorp-memberlist 20180718-snapshot-3d8438da:	<a href="https://github.com/hashicorp/memberlist">https://github.com/hashicorp/memberlist</a>	Mozill Licens
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golang-github-spf13-pflag-dev 20180822-snapshot-4cb166e4:	<a href="https://github.com/spf13/pflag">https://github.com/spf13/pflag</a>	BSD 3 "New" "Revis Licens
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golang/glog 20180207-snapshot:	<a href="https://github.com/golang/glog">https://github.com/golang/glog</a>	Apach Licens
golang.org/x/crypto 20180503-snapshot-c2843e01:	<a href="https://godoc.org/golang.org/x/crypto">https://godoc.org/golang.org/x/crypto</a>	BSD 3 "New" "Revis Licens
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golang.org/x/crypto 20191011-snapshot-87dc89f0:	<a href="https://godoc.org/golang.org/x/crypto">https://godoc.org/golang.org/x/crypto</a>	BSD 3 "New" "Revis Licens
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golang.org/x/oauth2 20171108- snapshot-a6bd8cef:	<a href="https://pkg.go.dev/golang.org/x/oauth2">https://pkg.go.dev/golang.org/x/oauth2</a>	BSD 3 "New" "Revis Licens
golang.org/x/oauth2 20180605- snapshot-ec22f46f:	<a href="https://pkg.go.dev/golang.org/x/oauth2">https://pkg.go.dev/golang.org/x/oauth2</a>	BSD 3 "New" "Revis Licens
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golang.org/x/oauth2 20180821- snapshot-d2e62024:	<a href="https://pkg.go.dev/golang.org/x/oauth2">https://pkg.go.dev/golang.org/x/oauth2</a>	BSD 3 "New" "Revis Licens
golang.org/x/sync 20180425- snapshot-5a06fca2:	<a href="https://pkg.go.dev/golang.org/x/sync">https://pkg.go.dev/golang.org/x/sync</a>	BSD 3 "New" "Revis Licens
golang.org/x/sync 20190305- snapshot-e225da77:	<a href="https://pkg.go.dev/golang.org/x/sync">https://pkg.go.dev/golang.org/x/sync</a>	BSD 3 "New" "Revis Licens
golang.org/x/sync:	<a href="https://pkg.go.dev/golang.org/x/sync">https://pkg.go.dev/golang.org/x/sync</a>	BSD 3 "New" "Revis Licens
golang.org/x/sys 20181112- snapshot-7fee516e:	<a href="https://pkg.go.dev/golang.org/x/sys">https://pkg.go.dev/golang.org/x/sys</a>	BSD 3 "New" "Revis Licens
golang.org/x/sys 20190215- snapshot-d0b11bda:	<a href="https://pkg.go.dev/golang.org/x/sys">https://pkg.go.dev/golang.org/x/sys</a>	BSD 3 "New" "Revis Licens

golang.org/x/sys 20190405-snapshot-97732733:	<a href="https://pkg.go.dev/golang.org/x/sys">https://pkg.go.dev/golang.org/x/sys</a>	BSD 3 "New" "Revis Licens
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golang.org/x/sys 20190924-snapshot-2837fb4f:	<a href="https://pkg.go.dev/golang.org/x/sys">https://pkg.go.dev/golang.org/x/sys</a>	BSD 3 "New" "Revis Licens
golang.org/x/sys:	<a href="https://pkg.go.dev/golang.org/x/sys">https://pkg.go.dev/golang.org/x/sys</a>	BSD 3 "New" "Revis Licens
golang.org/x/text v0.3.0:	<a href="https://github.com/golang/text">https://github.com/golang/text</a>	BSD 3 "New" "Revis Licens
golang.org/x/time	20180126-snapshot-f51c1270	BSD 3 "New" "Revis Licens
golang.org/x/time	20180515-snapshot-fbb02b22	BSD 3 "New" "Revis Licens
golang protobuf 20190419-snapshot:	<a href="https://github.com/golang/protobuf">https://github.com/golang/protobuf</a>	BSD 3 "New" "Revis Licens
golang protobuf v1.2.0:	<a href="https://github.com/golang/protobuf">https://github.com/golang/protobuf</a>	BSD 3 "New" "Revis Licens
golang protobuf:	<a href="https://github.com/golang/protobuf">https://github.com/golang/protobuf</a>	MIT L
golang-set 20170411-snapshot-ef32fa30:	<a href="https://github.com/deckarep/golang-set">https://github.com/deckarep/golang-set</a>	MIT L
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googleapis/gax-go 20190506-snapshot:	<a href="https://godoc.org/github.com/googleapis/gax-go">https://godoc.org/github.com/googleapis/gax-go</a>	BSD 3 "New" "Revis Licens
googleapis/gnostic v0.2.2:	<a href="https://github.com/googleapis/gnostic">https://github.com/googleapis/gnostic</a>	Apach Licens
googleapis/go-genproto 20171205-snapshot-d80a6e20:	<a href="https://godoc.org/google.golang.org/genproto">https://godoc.org/google.golang.org/genproto</a>	Apach Licens
googleapis/go-genproto 20181005-snapshot-02b4e954:	<a href="https://godoc.org/google.golang.org/genproto">https://godoc.org/google.golang.org/genproto</a>	Apach Licens
googleapis/go-genproto 20200528-snapshot-694d95ba:	<a href="https://godoc.org/google.golang.org/genproto">https://godoc.org/google.golang.org/genproto</a>	Apach Licens
Google Cloud Client Libraries for Go	20200910-snapshot	Apach Licens
Google Cloud Client Libraries for Go	v0.26.0	Apach Licens
Google C++ Testing Framework 1.7.0:	<a href="https://github.com/google/googletest/">https://github.com/google/googletest/</a>	BSD 3 "New" "Revis Licens
google/go-cmp 20180627-snapshot:	<a href="https://github.com/google/go-cmp">https://github.com/google/go-cmp</a>	BSD 3 "New" "Revis Licens
google/go-cmp v0.2.0:	<a href="https://github.com/google/go-cmp">https://github.com/google/go-cmp</a>	BSD 3 "New" "Revis Licens
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google-gofuzz 20161122-snapshot-44d81051:	<a href="https://github.com/google/gofuzz">https://github.com/google/gofuzz</a>	Apach Licens
google-gofuzz 20170612-snapshot-24818f79:	<a href="https://github.com/google/gofuzz">https://github.com/google/gofuzz</a>	Apach Licens

google/go-genproto 20180817-snapshot-c66870c0:	<a href="https://github.com/google/go-genproto">https://github.com/google/go-genproto</a>	Apach Licens
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google-gson 2.8.6:	<a href="https://github.com/google/gson">https://github.com/google/gson</a>	Apach Licens
Google Mock 1.7.0-18092013:	<a href="http://code.google.com/p/googlemock/">http://code.google.com/p/googlemock/</a>	(BSD : "New" "Revis Licens GNU (G Public v3.0 or
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gorakhargosh/pathtools 0.1.2:	<a href="https://github.com/gorakhargosh/pathtools">https://github.com/gorakhargosh/pathtools</a>	MIT L
go-restful 20190108-snapshot:	<a href="https://github.com/emicklei/go-restful">https://github.com/emicklei/go-restful</a>	MIT L
gorilla/mux v1.7.0:	<a href="https://github.com/gorilla/mux">https://github.com/gorilla/mux</a>	BSD 3 "New" "Revis Licens
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go-spew 20180816-snapshot:	<a href="https://github.com/davecgh/go-spew">https://github.com/davecgh/go-spew</a>	ISC Li
go-systemd 20190328-snapshot:	<a href="https://github.com/coreos/go-systemd">https://github.com/coreos/go-systemd</a>	Apach Licens
gotest.tools 20190822-snapshot:	<a href="https://github.com/gotestyourself/gotest.tools">https://github.com/gotestyourself/gotest.tools</a>	Apach Licens
gotest.tools:	<a href="https://github.com/gotestyourself/gotest.tools">https://github.com/gotestyourself/gotest.tools</a>	Apach Licens
govalidator v9:	<a href="https://github.com/asaskevich/govalidator">https://github.com/asaskevich/govalidator</a>	MIT L
go-zfs 20180816-snapshot-166add35:	<a href="https://github.com/mistifyio/go-zfs">https://github.com/mistifyio/go-zfs</a>	Apach Licens
go-zfs 20190419-snapshot-f784269b:	<a href="https://github.com/mistifyio/go-zfs">https://github.com/mistifyio/go-zfs</a>	Apach Licens
go-zookeeper 20150629-snapshot-d0e0d8e1:	<a href="https://github.com/samuel/go-zookeeper">https://github.com/samuel/go-zookeeper</a>	MIT L
go-zookeeper:	<a href="https://github.com/samuel/go-zookeeper">https://github.com/samuel/go-zookeeper</a>	MIT L
gptfdisk	1.0.1	GNU (G Public v2.0 or
grpc-ecosystem/go-grpc-prometheus 20190226-snapshot:	<a href="https://github.com/grpc-ecosystem/go-grpc-prometheus">https://github.com/grpc-ecosystem/go-grpc-prometheus</a>	Apach Licens
grpc-ecosystem/go-grpc-prometheus v1.1:	<a href="https://github.com/grpc-ecosystem/go-grpc-prometheus">https://github.com/grpc-ecosystem/go-grpc-prometheus</a>	Apach Licens
grpc-ecosystem/grpc-opentracing 20180507-snapshot-8e809c8a:	<a href="https://github.com/grpc-ecosystem/grpc-opentracing">https://github.com/grpc-ecosystem/grpc-opentracing</a>	BSD 3 "New" "Revis Licens
grpc-gateway 20170714-snapshot-1a03ca3b:	<a href="https://github.com/grpc-ecosystem/grpc-gateway">https://github.com/grpc-ecosystem/grpc-gateway</a>	BSD 3 "New" "Revis Licens
grpc-go 20190321-snapshot:	<a href="https://github.com/grpc/grpc-go">https://github.com/grpc/grpc-go</a>	Apach Licens
grpc-go:	<a href="https://github.com/grpc/grpc-go">https://github.com/grpc/grpc-go</a>	Apach Licens
gSOAP gSOAP 2.7.1 stable (upd):	<a href="http://sourceforge.net/projects/gsoap2">http://sourceforge.net/projects/gsoap2</a>	(gSoa Licens

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Guava: Google Core Libraries for Java v28.1:	<a href="https://github.com/google/guava">https://github.com/google/guava</a>	Apach Licens
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Hamcrest 1.3:	<a href="http://hamcrest.org/">http://hamcrest.org/</a>	BSD 3 "New" "Revis Licens
hashicorp-golang-lru 20180602-snapshot:	<a href="https://github.com/hashicorp/golang-lru">https://github.com/hashicorp/golang-lru</a>	Mozill Licens
hashicorp-golang-lru v0.5.1:	<a href="https://github.com/hashicorp/golang-lru">https://github.com/hashicorp/golang-lru</a>	Mozill Licens
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hashicorp-go-msgpack:	<a href="https://github.com/hashicorp/go-msgpack">https://github.com/hashicorp/go-msgpack</a>	BSD 3 "New" "Revis Licens
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hashicorp/go-sockaddr v1.0.2:	<a href="https://github.com/hashicorp/go-sockaddr">https://github.com/hashicorp/go-sockaddr</a>	Mozill Licens
hashicorp/go-sockaddr:	<a href="https://github.com/hashicorp/go-sockaddr">https://github.com/hashicorp/go-sockaddr</a>	Mozill Licens
hashicorp-go-version 20190321-snapshot:	<a href="https://github.com/hashicorp/go-version">https://github.com/hashicorp/go-version</a>	Mozill Licens
hashicorp serf v0.7.0:	<a href="http://www.serfdom.io">http://www.serfdom.io</a>	Mozill Licens
hashicorp serf:	<a href="http://www.serfdom.io">http://www.serfdom.io</a>	Mozill Licens
hgtools 8.2.1:	<a href="https://bitbucket.org/jaraco/hgtools/">https://bitbucket.org/jaraco/hgtools/</a>	MIT L
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b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

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For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be 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.

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Version 3, 29 June 2007

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Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete 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 distribute a copy of this License along with the Library.

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 Library or any portion of it, thus forming a work based on the Library, 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) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, 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 Library, 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 Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this license.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this license to a given copy of the Library. To do this, you must alter all the notices that refer to this license, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it,

under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you 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.

If distribution of 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 satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this license. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. 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.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. 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 not covered by this license, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library 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.

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11. 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 Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library 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 Library.

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.

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To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey 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 library's name and an idea of what it does.

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Yoyodyne, Inc., hereby disclaims all copyright interest in

the library `Frob' (a library for tweaking knobs) written

by James Random Hacker.

signature of Ty Coon, 1 April 1990

Ty Coon, President of Vice

That's all there is to it!

## Genivia gSOAP Commercial License

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Packages that use this license: (gSOAP gSOAP 2.7.1 stable (upd), gSOAP gSOAP 2.7.8c upd stable)

GENIVIA, INC., SOURCE CODE LICENSE AGREEMENT FOR COMMERCIAL USE

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Rationale: This source code license for commercial use shall replace the gSOAP public license and GPL license for Customer's use of the Software, thereby rendering the terms and conditions imposed by the gSOAP public license and GPL license on Customer inactive during the term of this commercial license as set forth in this Agreement. This license covers the entire gSOAP source distribution, including, but not limited to, the runtime library, compiler, WSDL importer, example applications, and documentation.

THIS SOURCE CODE LICENSE AGREEMENT ("Agreement") is made and entered into as of the last date executed by the parties below (the "Effective Date") by and between GENIVIA, INC., a Florida corporation having a principal place of business at 3178 Shamrock East, Tallahassee, Florida 32309, USA, ("Genivia"), and

\_\_\_\_\_, a \_\_\_\_\_  
corporation having a principal place of business at \_\_\_\_\_ ("Customer").

The parties agree as follows:

### 1. DEFINITIONS.

"Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code.

"Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

- i. any addition to or deletion from the contents of a file containing Original Code or previous Modifications;
- ii. any new file that contains any part of the Original Code, or previous Modifications.

"Covered Code" means the Original Code, or Modifications or the combination of the Original Code, and Modifications, in each case including portions thereof.

"Software" means the Covered Code and accompanying documentation and support files referenced in section 1 of Exhibit A, including Updates (if any).

"Updates" means any patches, bug fixes, upgrades, and new versions of the Software made generally available by Genivia during the term of this Agreement.

"Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, meaning the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable Object Code, or source code differential comparisons against the Original Code. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

"Executable Object Code" means the computer programming code in any other form than Source Code that is not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

"Authorized Site" means the specific address of Customer's facility consisting of a single building or multiple buildings on a contiguous campus as specified in Exhibit A.

"Project" means a concerted undertaking by an identified Customer development team to design or produce a Target Application.

"Run-Time Module" means the Executable Object Code derived from compiling the Software to be incorporated into a Target Application as inseparably embedded code.

"Target Application" means an end-user item, such as a software product that is possibly replicated in identical form and offered for sale or licensed to third parties, or a device or system developed by Customer pursuant to a Project that contains a Run-Time Module, or any portion thereof, as specified in Exhibit A and any Updates made during the term of this Agreement.

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- iv. to create Modifications and other derivative works of the Software, solely to the extent necessary to support the development of the Target Application;
- v. to compile the Software, including any Modifications and derivative works thereof, into Run-Time Modules;
- vi. to reproduce an unlimited number of Run-Time Modules for physical incorporation into the Target Application; and
- vii. to market and distribute the Target Application.

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Customer shall reproduce and include any and all copyright notices and proprietary rights legends, as such notices and legends appear in the original Software, on any copy of the Software, or portion thereof, with the exception of the gSOAP public license and GPL license notices. The Software shall be handled, used and stored, solely at the Authorized Site identified in Exhibit A. The Software may be used from a single machine, a set of machines, or a network file server, but there shall be no access to the Software from any external network not located at the Authorized Site. A function of the Software is to create Run-Time Modules for incorporation into Target Applications. Except as set forth in Section 2 above, no license is granted hereunder to reproduce or distribute the gSOAP soapcpp2 compiler and wsdl2h importer as part of such Target Application.

## 4. OWNERSHIP.

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All payments and amounts shall be paid without deduction, set-off or counter claim, free and clear of any restrictions or conditions, and without deduction for any taxes, levies, imposts, duties, fees, deductions, withholdings or other governmental charges. If any deduction is required to be made by law, Customer shall pay in the manner and at the same time such additional amounts as will result in receipt by Genivia of such amount as would have been received by Genivia had no such amount been required to be deducted. If Customer is claiming sales or use tax exemption, a certified Tax Exempt Certificate must be attached to this Agreement or applicable purchase order submitted by Customer.

#### 6. TERM AND TERMINATION.

This Agreement shall commence upon the Effective Date and is granted in perpetuity, but may be terminated without notice in the following circumstances: if you breach any term of this agreement, unless such breach is curable and is cured by Customer within thirty (30) days after notice of such breach is provided by Genivia; if you become the subject of insolvency proceedings; if you, being a firm or partnership, are dissolved; or if you destroy the Software for any reason. Upon termination, you or your representative shall destroy any remaining copies of the Software or otherwise return or dispose of such material. Termination pursuant to this clause shall not affect any rights or remedies, which Genivia may have otherwise under this license or at law.

The following Sections shall survive any termination of this Agreement: Sections 1, 4, 6, and 8. Termination of this Agreement, if any, shall not affect any licenses or other grants of any rights, titles, or interests of Customer in or to any Run-Time Modules or the Target Application.

#### 7. LIMITED WARRANTY.

Genivia warrants that the Software, installation scripts, and future Updates will be provided to Customer. Customer assumes full responsibility for:

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- ii. the proper use of the Software;
- iii. verifying the results obtained from the use of the Software; and
- iv. taking appropriate measures to prevent loss of data.

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The Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, Customer will provide the Software to U.S. Government End Users only pursuant to the terms and conditions therein.

Customer may not delegate, assign or transfer this Agreement, the license(s) granted or any of Customer's rights or duties hereunder without Genivia's express prior written consent, except by way of merger or acquisition of the business of Customer, and any attempt to do so shall be void. Genivia may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.

All Software and technical information delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees to strictly comply with all such laws and regulations.

This Agreement is governed by Florida law, excluding any principle or provision that would call for the application of the law of any jurisdiction other than Florida. Any action regarding this Agreement shall be brought in a court of competent jurisdiction, federal or state, in the County of Leon, Florida, and Genivia consents to venue and jurisdiction in and service of process from such court.

#### EXHIBIT A

##### 1. Genivia gSOAP Source Code Products.

Original Source Code files suitable for compilation into Run-Time Modules for integration into a Target Application:

```
dom.h
dom++.h
dom.c
dom++.cpp
dom.cpp
soapdoc2.pdf
soapdoc2.html
stdsoap2.h
stdsoap2.c
stdsoap2.cpp
custom/* (all files included in the package under 'custom')
import/* (all files included in the package under 'import')
plugin/* (all files included in the package under 'plugin')
samples/* (all files included in the package under 'samples')
uddi2/* (all of the UDDI v2 support files included in the package under
'uddi2')
```

WS/\* (all of the files included included in the package under 'WS' )

Updates to any of the Original Source Code files listed above and distributed by Genivia are also covered under this Agreement. Original Source Code files of the Software with development functionality not suitable for compilation and integration into Target Applications:

- src/error2.c
- src/error2.h
- src/init2.c
- src/soapcpp2.c
- src/soapcpp2.h
- src/soapcpp2\_lex.l
- src/soapcpp2\_yacc.y
- src/symbol2.c
- wsdl/dime.h
- wsdl/gwsdl.h
- wsdl/http.h
- wsdl/imports.h
- wsdl/includes.h
- wsdl/mime.h
- wsdl/schema.cpp
- wsdl/schema.h
- wsdl/service.cpp
- wsdl/service.h
- wsdl/soap.cpp
- wsdl/soap.h
- wsdl/typemap.dat
- wsdl/types.cpp
- wsdl/types.h
- wsdl/wsd1.cpp
- wsdl/wsd1.h
- wsdl/wsd1h.cpp

The source codes above are part of the software development toolkit. The development toolkit generates source code that is suitable for compilation and integration into the Target Application as set forth by Sections 2 and 3.

2. Approved Software Download Site  
<http://sourceforge.net/projects/gsoap2>
3. Brief Description of the Customer's Project and Target Application (Confidential, for Internal Identification Purposes Only).

License Fee: \$195.00 USD  
 Authorized Site (address and building identification):

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IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement and Exhibit as of the Effective Date.

GENIVIA  
 By: Robert van Engelen  
 Title: President  
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In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see <http://www.cnri.reston.va.us>) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations (now Zope Corporation, see <http://www.zope.com>). In 2001, the Python Software Foundation (PSF, see <http://www.python.org/psf/>) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation is a sponsoring member of the PSF.

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Release

Derived from

Year

Owner

GPL-compatible? (1)

0.9.0 thru 1.2

1991-1995

CWI

yes

1.3 thru 1.5.2

1.2

1995-1999

CNRI

yes

1.6

1.5.2

2000

CNRI

no

2.0

1.6

2000

BeOpen.com

no

1.6.1

1.6

2001

CNRI

yes (2)

2.1

2.0+1.6.1

2001

PSF

no

2.0.1

2.0+1.6.1

2001

PSF

yes

2.1.1

2.1+2.0.1

2001

PSF

yes

2.2

2.1.1

2001

PSF

yes

2.1.2

2.1.1

2002

PSF

yes

2.1.3

2.1.2

2002

PSF

yes

2.2.1

2.2

2002

PSF

yes

2.2.2

2.2.1

2002

PSF

yes

2.2.3

2.2.2

2003

PSF

yes

2.3

2.2.2

2002-2003

PSF

yes

2.3.1

2.3

2002-2003

PSF

yes

2.3.2

2.3.1

2002-2003

PSF

yes

2.3.3

2.3.2

2002-2003

PSF

yes

2.3.4

2.3.3

2004

PSF

yes

2.3.5

2.3.4

2005

PSF

yes

2.4

2.3

2004

PSF

yes

2.4.1

2.4

2005

PSF

yes

2.4.2

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2.4.3

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2006

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2.5

2.4

2006

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In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see <http://www.cnri.reston.va.us>) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations (now Zope Corporation, see <http://www.zope.com>). In 2001, the Python Software Foundation (PSF, see <http://www.python.org/psf/>) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation is a sponsoring member of the PSF.

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1991-1995	CWI	yes	1.3 thru 1.5.2 1.2
1995-1999	CNRI	yes	
1.6			
1.5.2	2000		
CNRI	no		
2.0			
1.6			
2000	BeOpen.com	no	1.6.1
1.6			
2001			
CNRI	yes (2)		
2.1			
2.0+1.6.1	2001		
PSF	no	2.0.1	
2.0+1.6.1	2001		
PSF	yes	2.1.1	
2.1+2.0.1	2001		
PSF	yes		
2.2			
2.1.1	2001		
PSF	yes	2.1.2	



2.1.1 2002  
PSF yes 2.1.3  
2.1.2 2002  
PSF yes 2.2.1  
2.2  
2002  
PSF yes 2.2.2  
2.2.1 2002  
PSF yes  
2.3  
2.2.2 2002-2003  
PSF yes 2.3.1  
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