# **Open Source Declaration for: extr-EXOS**

**Software Release: Versions: 31.1** 

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Extreme Networks, Inc 6480 Via Del Oro San Jose, California 95119 Phone / +1 408.904.7002 Toll-free / + 1 888.257.3000

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(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.)

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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.

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For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard.

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whatever part of its purpose remains meaningful.

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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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YOU MAY DISTRIBUTE OR OTHERWISE MAKE AVAILABLE COVERED CODE IN EXECUTABLE FORM ONLY IF THE REQUIREMENTS OF SECTIONS 3.1, 3.2, 3.3, 3.4 AND 3.5 HAVE BEEN MET FOR THAT COVERED CODE, AND IF YOU INCLUDE A NOTICE STATING THAT THE SOURCE CODE VERSION OF THE COVERED CODE IS AVAILABLE UNDER THE TERMS OF THIS LICENSE, INCLUDING A DESCRIPTION OF HOW AND WHERE YOU HAVE FULFILLED THE OBLIGATIONS OF SECTION 3.2. THE NOTICE MUST BE CONSPICUOUSLY INCLUDED IN ANY NOTICE IN AN EXECUTABLE VERSION, RELATED DOCUMENTATION OR COLLATERAL IN WHICH YOU DESCRIBE RECIPIENTS' RIGHTS RELATING TO THE COVERED CODE. YOU MAY DISTRIBUTE OR OTHERWISE MAKE AVAILABLE THE EXECUTABLE VERSION OF COVERED CODE OR OWNERSHIP RIGHTS UNDER A LICENSE OF YOUR CHOICE, WHICH MAY CONTAIN TERMS DIFFERENT FROM THIS LICENSE, PROVIDED THAT YOU ARE IN COMPLIANCE WITH THE TERMS OF THIS LICENSE AND THAT THE LICENSE FOR THE EXECUTABLE VERSION DOES NOT ATTEMPT TO LIMIT OR ALTER THE RECIPIENT'S RIGHTS IN THE SOURCE CODE VERSION FROM THE RIGHTS SET FORTH IN THIS LICENSE. IF YOU DISTRIBUTE OR OTHERWISE MAKE AVAILABLE THE EXECUTABLE VERSION UNDER A DIFFERENT LICENSE YOU MUST MAKE IT ABSOLUTELY CLEAR THAT ANY TERMS WHICH DIFFER FROM THIS LICENSE ARE OFFERED BY YOU ALONE, NOT BY THE INITIAL DEVELOPER OR ANY CONTRIBUTOR. YOU HEREBY AGREE TO INDEMNIFY THE INITIAL DEVELOPER AND EVERY CONTRIBUTOR FOR ANY LIABILITY INCURRED BY THE INITIAL DEVELOPER OR SUCH CONTRIBUTOR AS A RESULT OF ANY SUCH TERMS YOU OFFER.

#### 3.7. Larger Works

YOU MAY CREATE A LARGER WORK BY COMBINING COVERED CODE WITH OTHER CODE NOT GOVERNED BY THE TERMS OF THIS LICENSE AND DISTRIBUTE OR OTHERWISE MAKE AVAILABLE THE LARGER WORK AS A SINGLE PRODUCT. IN SUCH A CASE, YOU MUST MAKE SURE THE REQUIREMENTS OF THIS LICENSE ARE FULFILLED FOR THE COVERED CODE.

#### 4. Inability to Comply Due to Statute or Regulation

IF IT IS IMPOSSIBLE FOR YOU TO COMPLY WITH ANY OF THE TERMS OF THIS LICENSE WITH RESPECT TO SOME OR ALL OF THE COVERED CODE DUE TO STATUTE, JUDICIAL ORDER, OR REGULATION THEN YOU MUST: (A) COMPLY WITH THE TERMS OF THIS LICENSE TO THE MAXIMUM EXTENT POSSIBLE; AND (B) DESCRIBE THE LIMITATIONS AND THE CODE THEY AFFECT. SUCH DESCRIPTION MUST BE INCLUDED IN THE LEGAL FILE DESCRIBED IN SECTION 3.4 AND MUST BE INCLUDED WITH ALL DISTRIBUTIONS OF THE SOURCE CODE. EXCEPT TO THE EXTENT PROHIBITED BY STATUTE OR REGULATION, SUCH DESCRIPTION MUST BE SUFFICIENTLY DETAILED FOR A RECIPIENT OF ORDINARY SKILL TO BE ABLE TO UNDERSTAND IT.

## 5. Application of this License

THIS LICENSE APPLIES TO CODE TO WHICH THE INITIAL DEVELOPER HAS ATTACHED THE NOTICE IN EXHIBIT A AND TO RELATED COVERED CODE.

### 6. Versions of the License

## 6.1. New Versions

TERRACOTTA, INC. ("TERRACOTTA") MAY PUBLISH REVISED AND/OR NEW VERSIONS OF THE LICENSE FROM TIME TO TIME. EACH VERSION WILL BE GIVEN A DISTINGUISHING VERSION NUMBER.

### 6.2. Effect of New Versions

ONCE COVERED CODE HAS BEEN PUBLISHED UNDER A PARTICULAR VERSION OF THE LICENSE, YOU MAY ALWAYS CONTINUE TO USE IT UNDER THE TERMS OF THAT VERSION. YOU MAY ALSO CHOOSE TO USE SUCH COVERED CODE UNDER THE TERMS OF ANY SUBSEQUENT VERSION OF THE LICENSE PUBLISHED BY TERRACOTTA. NO ONE OTHER THAN TERRACOTTA HAS THE RIGHT TO MODIFY THE TERMS APPLICABLE TO COVERED CODE CREATED UNDER THIS LICENSE.

## 6.3. Derivative Works of License; Antecedent Licenses

IF YOU CREATE OR USE A MODIFIED VERSION OF THIS LICENSE (WHICH YOU MAY ONLY DO IN ORDER TO APPLY IT TO CODE WHICH IS NOT ALREADY COVERED CODE GOVERNED BY THIS LICENSE), YOU MUST

- A. RENAME YOUR LICENSE SO THAT THE PHRASES "TERRACOTTA", "TPL", OR ANY CONFUSINGLY SIMILAR PHRASE DO NOT APPEAR IN YOUR LICENSE (EXCEPT TO NOTE THAT YOUR LICENSE DIFFERS FROM THIS LICENSE) AND
- B. OTHERWISE MAKE IT CLEAR THAT YOUR VERSION OF THE LICENSE CONTAINS TERMS WHICH DIFFER FROM THE TERRACOTTA PUBLIC LICENSE. (FILLING IN THE NAME OF THE INITIAL DEVELOPER, ORIGINAL CODE OR CONTRIBUTOR IN THE NOTICE DESCRIBED IN EXHIBIT A SHALL NOT OF THEMSELVES BE DEEMED TO BE MODIFICATIONS OF THIS LICENSE.)

THIS TERRACOTTA PUBLIC LICENSE (TPL) IS SIMILAR TO, AND CONTAINS SAMPLES FROM, THE MOZILLA PUBLIC LICENSE (MPL) AND THE COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL). HOWEVER, THIS TPL CONTAINS TERMS WHICH DIFFER FROM THOSE CONTAINED IN THE MPL AND THE CDDL.

## 7. Disclaimer of Warranty

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

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- 8.1. THIS LICENSE AND THE RIGHTS GRANTED HEREUNDER WILL TERMINATE AUTOMATICALLY IF YOU FAIL TO COMPLY WITH TERMS HEREIN AND FAIL TO CURE SUCH BREACH WITHIN 30 DAYS OF BECOMING AWARE OF THE BREACH. ALL SUBLICENSES TO THE COVERED CODE WHICH ARE PROPERLY GRANTED SHALL SURVIVE ANY TERMINATION OF THIS LICENSE. PROVISIONS WHICH, BY THEIR NATURE, MUST REMAIN IN EFFECT BEYOND THE TERMINATION OF THIS LICENSE SHALL SURVIVE.
- 8.2. IF YOU INITIATE LITIGATION BY ASSERTING A PATENT INFRINGEMENT CLAIM (EXCLUDING DECLARATORY JUDGMENT ACTIONS) AGAINST INITIAL DEVELOPER OR A CONTRIBUTOR (THE INITIAL DEVELOPER OR CONTRIBUTOR AGAINST WHOM YOU FILE SUCH ACTION IS REFERRED TO AS "PARTICIPANT") ALLEGING THAT:
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- 8.3. IF YOU ASSERT A PATENT INFRINGEMENT CLAIM AGAINST PARTICIPANT ALLEGING THAT SUCH PARTICIPANT'S CONTRIBUTOR VERSION DIRECTLY OR INDIRECTLY

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### 11. Miscellaneous

THIS LICENSE REPRESENTS THE COMPLETE AGREEMENT CONCERNING SUBJECT MATTER HEREOF. IF ANY PROVISION OF THIS LICENSE IS HELD TO BE UNENFORCEABLE, SUCH PROVISION SHALL BE REFORMED ONLY TO THE EXTENT NECESSARY TO MAKE IT ENFORCEABLE. THIS LICENSE SHALL BE GOVERNED BY CALIFORNIA LAW PROVISIONS (EXCEPT TO THE EXTENT APPLICABLE LAW, IF ANY, PROVIDES OTHERWISE), EXCLUDING ITS CONFLICT-OF-LAW PROVISIONS. WITH RESPECT TO DISPUTES IN WHICH AT LEAST ONE PARTY IS A CITIZEN OF, OR AN ENTITY CHARTERED OR REGISTERED TO DO BUSINESS IN THE UNITED STATES OF AMERICA, ANY LITIGATION RELATING TO THIS LICENSE SHALL BE SUBJECT TO THE JURISDICTION OF THE FEDERAL COURTS OF THE NORTHERN DISTRICT OF CALIFORNIA, WITH VENUE LYING IN SANTA CLARA COUNTY, CALIFORNIA, WITH THE LOSING PARTY RESPONSIBLE FOR COSTS, INCLUDING WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES AND EXPENSES. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED. ANY LAW OR REGULATION WHICH PROVIDES THAT THE LANGUAGE OF A CONTRACT SHALL BE CONSTRUED AGAINST THE DRAFTER SHALL NOT APPLY TO THIS LICENSE. YOU AGREE THAT YOU ALONE ARE RESPONSIBLE FOR COMPLIANCE WITH THE UNITED STATES EXPORT ADMINISTRATION REGULATIONS (AND THE EXPORT CONTROL LAWS AND REGULATIONS OF ANY OTHER COUNTRIES) WHEN YOU USE, DISTRIBUTE, OR OTHERWISE MAKE AVAILABLE ANY COVERED

## 12. Responsibility for Claims

AS BETWEEN INITIAL DEVELOPER AND THE CONTRIBUTORS, EACH PARTY IS RESPONSIBLE FOR CLAIMS AND DAMAGES ARISING, DIRECTLY OR INDIRECTLY, OUT OF ITS UTILIZATION OF RIGHTS UNDER THIS LICENSE AND YOU AGREE TO WORK WITH INITIAL DEVELOPER AND CONTRIBUTORS TO DISTRIBUTE SUCH RESPONSIBILITY ON AN EQUITABLE BASIS. NOTHING HEREIN IS INTENDED OR SHALL BE DEEMED TO CONSTITUTE ANY ADMISSION OF LIABILITY.

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