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

**Software Release: Versions: 22.7** 

Release Date: 2019-07-19

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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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- 1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.
- 1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.
- 1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.
- 1.5. "Executable" means Covered Code in any form other than Source Code.
- 1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.
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- 1.8. "License" means this document.
- 1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When

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- 1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.
- 1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or a list of source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.
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If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code distribution titled "LEGAL" which describes the claim and the party making the claim

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#### b. Contributor APIs.

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# Genivia gSOAP Commercial License

Packages that use this license: (gSOAP gSOAP 2.7.6e stable, gSOAP gSOAP 2.7.9f stable)

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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

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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- 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 pay to Genivia the Software license fee set forth in Exhibit A. License fees will be invoiced with shipment of this License Agreement. Payment of all amounts invoiced shall be due sixty (60) days after receipt of the invoice.

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.

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### 7. LIMITED WARRANTY.

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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.

Â

#### 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

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/wsdl.cpp
wsdl/wsdl.h
wsdl/wsdl2h.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):

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
Date: \_\_\_\_
CUSTOMER \_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date:

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Genivia, Inc., Sales Department

3178 Shamrock East

Tallahassee, FL32309, USA Email: sales@genivia.com Voice: +1 (850) 264 2676 Fax: +1 (850) 893 1426

Genivia, Inc., Source Code License Agreement Jan 1, 2004, revised June 27, Aug 1/14, Oct 19, 04; Mar 31, 05, May 10/23, 05, July 1, 05, April 17, 06, May 23, 06.

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Version 2, June 1991

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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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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.

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The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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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.)

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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

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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.

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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.

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- 1. [1]Mark Andrews Leitch atomic clock controller
- 2. [2] Bernd Altmeier hopf Elektronik serial line and PCI-bus devices

- [3] Viraj Bais and [4] Clayton Kirkwood port to WindowsNT 3.5
- 4. [5] Michael Barone GPSVME fixes
- 5. [6] Karl Berry syslog to file option
- 6. [7] Greg Brackley Major rework of WINNT port.
  Clean up recybuf and iosignal code into separate modules.
- 7. [8] Marc Brett Magnavox GPS clock driver
- 8. [9] Piete Brooks MSF clock driver, Trimble PARSE support
- 9. [10] Reg Clemens Oncore driver (Current maintainer)
- 10. [11] Steve Clift OMEGA clock driver
- 11. [12] Casey Crellin vxWorks (Tornado) port and help with target configuration
- 12. [13] Sven Dietrich Palisade reference clock driver, NT adj. residuals, integrated Greg's Winnt port.
- 13. [14] John A. Dundas III Apple A/UX port
- 14. [15] Torsten Duwe Linux port
- 15. [16] Dennis Ferguson foundation code for NTP Version 2 as specified in RFC-1119
- 16. [17] Glenn Hollinger GOES clock driver
- 17. [18] Mike Iglesias DEC Alpha port
- 18. [19] Jim Jagielski A/UX port
- 19. [20] Jeff Johnson massive prototyping overhaul
- 20. [21] Hans Lambermont or [22] ntpsweep
- 21. [23] Poul-Henning Kamp Oncore driver (Original author)
- 22. [24] Frank Kardel [25]

PARSE driver (14 reference clocks), STREAMS modules for PARSE, support scripts, syslog cleanup 23. [26]William L. Jones RS/6000 AIX modifications, HPUX modifications

24. [27] Dave Katz RS/6000 AIX port

- 25. [28]Craig Leres 4.4BSD port, ppsclock, Magnavox GPS
   clock driver
- 26. [29] George Lindholm SunOS 5.1 port
- 27. [30] Louis A. Mamakos MD5-based authentication
- 28. [31] Lars H. Mathiesen adaptation of foundation code for Version 3 as specified in RFC-1305
- 29. [32] David L. Mills Version 4 foundation: clock discipline, authentication, precision kernel; clock drivers: Spectracom, Austron, Arbiter, Heath, ATOM, ACTS, KSI/Odetics; audio clock drivers: CHU, WWV/H, IRIG
- 30. [33] Wolfgang Moeller VMS port
- 31. [34] Jeffrey Mogul ntptrace utility
- 32. [35] Tom Moore i386 svr4 port
- 33. [36] Kamal A Mostafa SCO OpenServer port
- 34. [37] Derek Mulcahy and [38] Damon Hart-Davis ARCRON MSF clock driver
- 35. [39] Rainer Pruy monitoring/trap scripts, statistics file handling
- 36. [40] Dirce Richards Digital UNIX V4.0 port
- 37. [41]Wilfredo SÃ;nchez added support for NetInfo
- 38. [42] Nick Sayer SunOS streams modules
- 39. [43] Jack Sasportas Saved a Lot of space on the stuff in the html/pic/ subdirectory
- 40. [44] Ray Schnitzler Unixwarel port
- 41. [45] Michael Shields USNO clock driver
- 42. [46] Jeff Steinman Datum PTS clock driver
- 43. [47] Harlan Stenn GNU automake/autoconfigure makeover, various other bits (see the ChangeLog)
- 44. [48] Kenneth Stone HP-UX port
- 45. [49] Ajit Thyagarajan IP multicast/anycast support

- 46. [50] Tomoaki TSURUOKA TRAK clock driver
- 47. [51] Paul A Vixie TrueTime GPS driver, generic TrueTime clock driver
- 48. [52]Ulrich Windl corrected and validated HTML documents according to the HTML DTD

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[54] David L. Mills

#### References

- mailto:marka@syd.dms.csiro.au
- 2. mailto:altmeier@atlsoft.de
- 3. mailto:vbais@mailman1.intel.co
- 4. mailto:kirkwood@striderfm.intel.com
- 5. mailto:michael.barone@lmco.com
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- 49. mailto:ajit@ee.udel.edu
- 50. mailto:tsuruoka@nc.fukuoka-u.ac.jp
- 51. mailto:vixie@vix.com
- 52. mailto:Ulrich.Windl@rz.uni-regensburg.de
- 53. file://localhost/backroom/ntp-stable/html/index.htm
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IF CONTRIBUTOR HAS KNOWLEDGE THAT A LICENSE UNDER A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS IS REQUIRED TO EXERCISE THE RIGHTS GRANTED BY SUCH CONTRIBUTOR UNDER SECTIONS 2.1 OR 2.2, CONTRIBUTOR MUST INCLUDE A TEXT FILE WITH THE SOURCE CODE DISTRIBUTION TITLED "LEGAL" WHICH DESCRIBES THE CLAIM AND THE PARTY MAKING THE CLAIM IN SUFFICIENT DETAIL THAT A RECIPIENT WILL KNOW WHOM TO CONTACT. IF CONTRIBUTOR OBTAINS SUCH KNOWLEDGE AFTER THE MODIFICATION IS MADE AVAILABLE AS DESCRIBED IN SECTION 3.2, CONTRIBUTOR SHALL PROMPTLY MODIFY THE LEGAL FILE IN ALL COPIES CONTRIBUTOR MAKES AVAILABLE THEREAFTER AND SHALL TAKE OTHER STEPS (SUCH AS NOTIFYING APPROPRIATE MAILING LISTS OR NEWSGROUPS) REASONABLY CALCULATED TO INFORM THOSE WHO RECEIVED THE COVERED CODE THAT NEW KNOWLEDGE HAS BEEN OBTAINED.

#### b. Contributor APIs

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## c. Representations.

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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 INFRINGES ANY PATENT WHERE SUCH CLAIM IS RESOLVED (SUCH AS BY LICENSE OR SETTLEMENT) PRIOR TO THE INITIATION OF PATENT INFRINGEMENT LITIGATION, THEN THE REASONABLE VALUE OF THE LICENSES GRANTED BY SUCH PARTICIPANT UNDER SECTIONS 2.1 OR 2.2 SHALL BE TAKEN INTO ACCOUNT IN DETERMINING THE AMOUNT OR VALUE OF ANY PAYMENT OR LICENSE.
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