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"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.

2. SOURCE CODE LICENSE.

Subject to Customer's compliance with the terms and conditions of this Agreement and payment of any applicable fees, Genivia hereby grants to Customer a non-transferable, non-exclusive, worldwide, perpetual, royalty-free, paid-up license:

- i. to reproduce and use the Software, solely at the Authorized Site in connection with the Project;
- ii. to make one backup copy at the Authorized Site;
- iii. to store the software in a CVS repository on the Authorized Site;
- 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.

3. RESTRICTIONS.

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.

Genivia represents and warrants to Customer that Genivia has all rights in the Software necessary to grant the rights and license granted to Customer in this Agreement. Without limiting the foregoing, Genivia represents and warrants that Genivia acquires an assignment of all intellectual property rights in and to all portions of the Software delivered to Customer under this Agreement, including any Modifications made by GPL or gSOAP Public License licensees. Customer shall not have any obligation to provide, assign, or disclose to Genivia or any other party any Modifications. Notwithstanding the foregoing, Genivia and its licensors shall retain exclusive ownership of all worldwide Intellectual Property Rights in and to the Software. Customer acknowledges that this Agreement does not grant to Customer any Intellectual Property Rights in or to the Software other than the limited rights with respect to the Software as set forth in Section 2.

5. DELIVERY AND PAYMENT.

Immediately following the Effective Date, Genivia grants Customer the right to download the Software from the Approved Software Download Site specified in Exhibit A, and install the Software at the Authorized Site and use the Software as set forth in Section 2 subject to the restrictions listed in Section 3. Notwithstanding any terms or other agreements posted on the Approved Software Download Site, this Agreement shall be the sole and exclusive agreement governing Customer's use of the Software. 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.

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:

- i. the selection, download, and installation of the Software from the Approved Software Download Site specified in Exhibit A;
- 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.

Genivia does not warrant that the operation of the Software will meet Customer's requirements or that Customer will be able to achieve any particular results from use or modification of the Software or that the Software will operate free from error.

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- i. procure for Customer the right to continue using the Software or
- ii. modify or replace the Software so that it becomes non-infringing while giving substantially equivalent performance.

In the event that (i) or (ii) above are not, in Genivia's sole determination, obtainable using reasonable commercial efforts, then Genivia may terminate this Agreement and refund amount Customer paid Genivia under this Agreement for the Software which is the subject of such claim. The indemnification obligation shall not apply to infringement actions or claims to the extent that such actions or claims are caused solely by:

- i. modifications made to the Software by a party other than Genivia; and
- ii. the combination of the Software with items not supplied or approved by Genivia.

9. GENERAL.

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions,

earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.
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/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: _____

This form must be completed, signed, and returned by fax, email, or surface mail to the following address to ensure prompt completion of the order.

Genivia, Inc., Sales Department
3178 Shamrock East
Tallahassee, FL32309, USA
Email: sales@genivia.com
Voice: +1 (850) 264 2676
Fax: +1 (850) 893 1426

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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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Packages that use this license: (Subversion Edge 5.1.1)

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Version 3, 19 November 2007

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Preamble

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

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"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.

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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.

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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

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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).

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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.

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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).

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Version 2.1, February 1999

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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 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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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.)

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Version 3, 29 June 2007

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Version 2, June 1991

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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.

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

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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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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 recvbuf 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

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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
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15. [16]Dennis Ferguson foundation code for NTP Version 2 as specified in RFC-1119
16. [17]Glenn Hollinger GOES clock driver
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19. [20]Jeff Johnson massive prototyping overhaul
20. [21]Hans Lambermont or
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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, IIRIG
30. [33]Wolfgang Moeller VMS port
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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 Sánchez 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 Unixware1 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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openssl
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