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- 2. Maintenance.** Licensor will deliver Maintenance as set forth in an Order Form.
- 3. Consulting Services.** Customer may procure Consulting Services under an Order Form. Unless otherwise expressly agreed in an Order Form, all Consulting Services will be: (a) performed on a time and materials basis ("T&M"), with meals, lodging, travel and other reasonably necessary out-of-pocket expenses, such as hardware and software acquired by Licensor to support the project ("Expenses"), invoiced in addition to T&M fees, and (b) deemed accepted upon delivery. Materials are owned by and remain the confidential information of Licensor, excluding Output.
- 4. Financial Terms.** Unless otherwise agreed, Customer shall pay any fees and related charges set forth in an Order Form or which otherwise come due, net thirty (30) days from Licensor's invoice. Licensor may increase recurring fees at any time upon sixty (60) days prior written notice. A service charge of one and one-half percent per month (or such lower amount as permitted by applicable law) will be applied to all fees and charges that are not paid on time. Failure to make timely payments shall be a material breach of the Agreement and Licensor will be entitled to suspend any or all of its performance obligations hereunder and/or to modify the payment terms, and to request full payment before any additional performance is rendered by

Licensor. Customer agrees to pay all sales, use, value-added, goods and services, consumption, withholding, excise and any other similar taxes or government charges, exclusive of Licensor's income taxes. Except as expressly set forth in the "Termination" or "Remedies" section, all fees and charges paid under or in connection with the Agreement are non-refundable and no right of set off exists. Licensor does not permit aggregation of products, services, purchase or license models or cumulative fees paid across separate Product Lines to trigger preferred pricing or discounts. Customer agrees that Licensor's license to Customer of any rights hereunder to the Software, the Consulting Services and/or the Maintenance is expressly conditioned on Customer's strict adherence and compliance with Customer's payment obligations to Licensor hereunder, and Customer's obligation not to make any unauthorized copies, derivative works, distribution, display or performance of the Software, or to violate any restriction or use limitation of the Software.

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**6. Confidentiality.** Each party agrees to protect Confidential Information in the same manner as it protects its own (but using no less than a reasonable degree of protection) and may only disclose Confidential Information to those with a need to know that information and who have agreed in writing to be bound by terms at least as protective as those contained in the Agreement. It is understood that the confidentiality provisions contained herein do not apply to any information that can be demonstrated by written evidence is: (a) available to the public other than by a breach of a confidentiality obligation, (b) rightfully received from a third party not in breach of a confidentiality obligation, (c) independently developed by one party without use of the Confidential Information of the other; or (d) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation).; or (e) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Licensor may use Customer's Confidential Information in an aggregated, anonymized form, provided that such data is aggregated from more than one customer and does not identify Customer, Customer employees or Customers' customers. Each party agrees to indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from a breach of this Section and that money damages would not be a sufficient remedy for a breach of confidentiality. The parties are entitled to seek injunctive or other equitable relief under this clause without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief shall not be the exclusive remedy for any breach of confidentiality, but is in addition to all other rights and

remedies available at law or in equity. Notwithstanding anything to the contrary, Licensor's source code shall be kept confidential in perpetuity. Affiliates of either party are included in the definition of "Licensor" and "Customer", respectively, for purposes of this Section entitled "Confidentiality". Confidential Information remains the sole property of the disclosing party, and each party acknowledges and agrees that it does not acquire any rights therein. Use by a recipient of Confidential Information for the purposes contemplated under the Agreement, including, but not limited to, any configuration or use by Customer of the Software or Materials, does not affect or diminish the disclosing party's rights, title and interest in and to Confidential Information.

- 7. Data Protection and Security Plan.** To the extent Licensor is exposed to an individual's Protected Data, Licensor agrees it has and shall continue to maintain a data protection and security plan.
- 8. Additional Customer Obligations.** (a) Except in the case of Software Services provided by Licensor or as may be otherwise set forth in an Order Form, Customer is responsible for performing and securing a full system, data back-up on a regular basis (the frequency of which shall be at the Customer's sole discretion) and retaining an electronic copy of Customer's data derived from the back-up, which is stored in a secure place at an alternate location. Licensor assumes no responsibility and accepts no liability for the protection, loss, destruction or maintenance of Customer's data even though Licensor may from time to time recommend daily system back-up and verification procedures. (b) Customer shall provide Licensor with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Licensor in order to perform its obligations under this Agreement, including but not limited to, providing security access, information, and software interfaces to Customer's applications. Customer acknowledges and agrees that Licensor's performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer. Licensor shall be entitled to rely on all decisions and approvals of Customer.
- 9. Indemnity.** Licensor hereby agrees at its own expense to defend or, at its option, settle, any claim or action brought against Customer to the extent it is based on a claim that the Licensor Software, or Materials, all as updated by Licensor and used in accordance with the Agreement, infringes any patent, copyright, or any trade secret of a third party. Furthermore, Licensor will indemnify and hold Customer harmless from and against damages, costs and fees reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and which are assessed against Customer in a final judgment ("Indemnity"). Licensor's obligations to defend, settle or indemnify Customer are subject to Customer promptly notifying Licensor in writing of such claim; Licensor having the exclusive right to control such defense and/or settlement; and Customer providing reasonable assistance (at Licensor's expense) in the defense thereof. In no event shall Customer settle any claim, action or proceeding without Licensor's prior written approval.

- 10. Indemnity Exclusions.** Licensor shall not be liable to the extent any claim regarding Customer's use of the Licensor Software, Software Services and Materials is based upon or attributable to: (a) modifications made by Customer to the Licensor Software, Software Services and Materials or portions thereof; (b) such claim would have been avoided by use of the then current release of the Licensor Software, or Software Services made available to Customer; (c) Customer's continued allegedly infringing activity after being provided with modifications that would have avoided the alleged infringement; or (d) Customer's Output.
- 11. Remedies.** In the event of a breach of an indemnification obligation that arises under the section entitled "Indemnity", Licensor's liability and Customer's sole and exclusive remedy (IN ADDITION TO THE "INDEMNITY") shall be for Licensor at its own expense, to either (a) repair, replace or modify the affected Licensor Software or Software Services or re-perform the affected Consulting Services or (b) alternatively, procure for Customer the right to continue to use the affected Licensor Software, Software Services, or Materials. If the foregoing remedies are not commercially feasible (in the reasonable opinion of Licensor), Licensor may (i) cancel the applicable Order form and, as applicable, for the AFFECTED Licensor Software or Software Services, refund the license fees and any unearned maintenance fees paid to Licensor by Customer for the affected Licensor Software or Software Services, or (ii) for Consulting Services refund all amounts paid to Licensor by Customer for the affected Consulting Services.
- 12. Warranties and Disclaimers.** THE WARRANTIES, IF ANY, SET FORTH IN THE SUPPLEMENTAL TERMS ARE IN LIEU OF, AND LICENSOR, ITS LICENSORS, WEBHOST, DATACENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, MATERIALS OR SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER TO ACHIEVE CUSTOMER'S INTENDED RESULTS. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, LICENSOR CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. ALL ALPHA, BETA, DEVELOPER EVALUATION, FREE TRIAL AND EVALUATION LICENSES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS, WITHOUT WARRANTIES OF ANY KIND, MAINTENANCE OR

## INDEMNITY OBLIGATION ON THE PART OF LICENSOR

- 13. Limitation of Liability.** Except for infringement or misappropriation of the other party's intellectual property rights including, without limitation, trade secrets, damage for bodily injury, death, damage to real or tangible personal property or intentional misconduct or gross negligence or any other liability that may not be excluded under applicable law (the "Excluded Matters"), in no event will either party hereto be liable for any loss or unavailability of or damage to data, lost revenue, lost profits, failure to realize expected savings, damage to reputation, business interruption, downtime costs or any indirect, incidental, consequential, special, punitive, exemplary or any similar type of damages arising out of or in any way related to the AGREEMENT, the use or the inability to use the Software, Software Services, Maintenance or Consulting Services, even if advised of the possibility of such damages. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER TO ACHIEVE CUSTOMER'S INTENDED RESULTS. Except for the excluded matters, in no event shall either party's total liability to the other for all claims arising out of or as a result of the AGREEMENT exceed the greater of 1,000,000 USD or the fees paid by Customer to Licensor under the applicable Order Form.
- 14. Export.** Software, Software Services, Documentation, Materials and related technical data, are subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations and may be subject to export or import regulations of other countries. Customer hereby agrees that it will not export or re-export or provide access to the Software, Software Services, Documentation, and Materials in any form in violation of any applicable export or import laws of any jurisdiction.
- 15. Government Use.** If the Software, Software Services, Documentation, Materials and any other Licensor services are being or have been acquired with U.S. Federal Government funds, or Customer is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Software Services, or any related documentation of any kind, including technical data, manuals or Materials, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software, Materials and any Licensor services are COMMERCIAL ITEMS AS DEFINED BY THE FEDERAL ACQUISITION REGULATION. Use of the Software and Materials by the Government is further restricted according to the Agreement and any amendment hereto.
- 16. Term and Termination.** This Agreement shall remain in effect until termination or expiration of all Order Forms, unless otherwise terminated earlier as provided hereunder. Either party may terminate: (a) this Agreement and/or any or all applicable Order Forms upon thirty (30) days prior written notice if the other party breaches a material provision of this Agreement and fails to cure such breach within the thirty (30) day notice period; (b) Maintenance, Term License or Subscription, upon prior written notice at least sixty (60) days prior to the end of any applicable annual Maintenance period or Term; or (c) an Order Form for Consulting Services, upon fifteen



(15) days prior written notice by Customer or thirty (30) days prior written notice by Licensor. Order Forms that are not terminated or have not expired shall remain in full force and effect under this Agreement. The Agreement shall automatically terminate if either party files for bankruptcy, goes into receivership, becomes insolvent or makes an assignment for the benefit of creditors. Upon termination or expiration of this Agreement or an Order Form, Customer must cease using, de-install and permanently delete all of the applicable Software; whether or not modified or merged into other materials. Termination of this Agreement or any Order Form shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement.

**17. Suspension.** Licensor will be entitled to suspend any or all Software Services, Maintenance and/or Consulting Services upon 10 days written notice to Customer in the event Customer is in breach of this Agreement. Further, Licensor may suspend Customer's access and use of the Software Services if, and so long as, in Licensor's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of the Software Services or the operation of Licensor's network or systems. Licensor will provide Customer advance notice of any such suspension at Licensor's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Licensor will use reasonable efforts to re-establish the affected Software Services promptly after Licensor determines, in its reasonable discretion, that the situation giving rise the suspension has been cured by Customer. Licensor may terminate the Software Services if any of the foregoing causes of suspension remain uncured by Customer. If Software Services are terminated by Licensor due to the foregoing, Licensor shall either provide Customer with or allow Customer access sufficient to retrieve all Customer's Output in comma separated value (CSV) format. Customer shall pay Licensor for its work resolving the situation giving rise to the suspension on a T&M basis, plus reasonable out-of-pocket expenses.

## **18. General Provisions**

(a) All notices required under this Agreement shall be in writing. Notices will be effective if dispatched by facsimile; or electronic mail; by hand; reliable overnight delivery service or first-class, pre-paid mail if sent to the contract address for the intended recipient set forth in an Order Form. A copy of any notice of default, breach or termination shall also being sent to that party's General Counsel.

(b) The losing party shall pay all reasonable costs, including, without limitation attorney's fees, incurred by the prevailing party in any action brought to enforce the prevailing party's rights under this Agreement.

(c) This Agreement shall not be interpreted to create an agency or consignment relationship, and neither party is a partner, employee, agent or joint venture partner of, or with, the other.

(d) During the term of any Order Form and for a period of one (1) year following

expiration or termination of an Order Form, neither party shall actively solicit for employment any employee, contractor, or consultant, or other representative of the other party who performed services in connection with the applicable Order Form, without the prior written consent of the other party.

(e) Licensor may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve Licensor from responsibility for performance of its duties under the terms of this Agreement.

(f) During the term of any Order Form and for a period of one (1) year following expiration or termination of an Order Form, Customer hereby grants Licensor and its independent auditors, at Licensor's expense, the right to audit Customer's compliance with this Agreement upon ten (10) days' notice and at reasonable times and to report any results to Licensor's licensors. Customer shall at no cost to Licensor (i) provide any assistance reasonably requested by Licensor or its designee in conducting any such audit, including installing and operating audit software, (ii) make requested personnel, records, and information available to Licensor or its designee, and (iii) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. Customer's failure to comply with the provisions of this section will constitute a material breach of this Agreement. If the audit reveals any noncompliance, Customer shall reimburse Licensor for the reasonable costs and expenses of the audit (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of Licensor's termination rights and do not affect Licensor's right to payment for Software, Software Services or Materials related to usage in excess of the Number of Units.

(g) No waiver by either party of any breach of any provision of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

(h) Dates or times by which one party is required to perform under the Agreement shall be postponed automatically for so long as that party is prevented from performing by any act of or failure to act by, the other party. No delay or default in performance of any obligation by either party (except payment obligations), shall constitute a breach of the Agreement to the extent caused by force majeure or any other cause which is beyond its reasonable control, including, but not limited to, fires, strikes, accidents, or acts of God.

(i) Except for an assignment, in whole or part, by Licensor to an Affiliate, neither party may assign this Agreement, in whole or in part, and/or any of its rights and/or obligations without the prior written consent of the other party (which shall not be unreasonably withheld). Any such attempted assignment shall be void. For the purposes of the foregoing, a change in control of Customer is deemed to cause or attempt to cause an assignment of the Agreement, in whole or part, and shall

require Licensor's prior written consent.

(j) To the extent Customer or its successors or assigns enters into an Extraordinary Corporate Event after an Order Form Effective Date, those users, divisions or entities, which were added to or divested from Customer's organization as a result of the Extraordinary Corporate Event are not authorized to use the Software or Materials until those users, divisions or entities are added to this Agreement by way of a written amendment signed by duly authorized officers of the Licensor and Customer, or in the case of a divestiture, the divested entity.

(k) This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Licensor under this Agreement shall apply equally to the owner of any Third Party Software, and such third party is an intended third party beneficiary of this Agreement.

(l) The parties' rights and obligations under this section and sections entitled "Financial Terms", "Proprietary Notices", "Confidentiality", "Warranties and Disclaimers", "Indemnity", "Indemnity and Warranty Exclusions", "Remedies", "Disclaimers", "Limitation of Liability", "General Provisions" and those surviving provisions of the Supplemental Terms shall survive the expiration or termination of this Agreement and/or an Order Form.

(m) If Customer is entering into the Agreement from a European Union member country, Norway, Switzerland, Japan, India or Australia, then the Agreement is governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales. Otherwise, the Agreement is governed by the laws of the State of California and subject to the exclusive jurisdiction of Federal Court for the Northern District Court of California, without giving effect to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

(n) If any sentence, clause or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law, including, but not limited to, any limitation of liability, the validity, legality and enforceability of the remaining clauses and provisions shall in no way be affected or impaired thereby. The affected provision shall be interpreted in such a manner as to render it enforceable while attempting to closely approximate the intent and the economic effect of the affected provision.

## **19. Agreement Structure and Scope.**

(a) Order of precedence. To the extent any terms and conditions of the Master Terms or Supplemental Terms conflict with the terms and conditions of additional



license requirements or notices contained in the Documentation, then such license requirements or notices pertaining to Third Party Software included with the Software, shall control. To the extent any terms and conditions of these Master Terms conflict with the Supplemental Terms, the Supplemental Terms shall control. To the extent the Order Form conflicts with the Master Terms or Supplemental Terms, the Order Form shall control.

(b) Entire Agreement. The Agreement constitutes the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party, except in the case of an Order Form where Licensor's acceptance shall be deemed to have occurred on Licensor's initial delivery of products or services under the Order Form. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

## Addenda

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ANTLR, ANother Tool for Language Recognition 3.2.0

ANTLR 3 License

[The BSD License]

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Apache Commons Collections 3.2.2

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Version 2.0, January 2004

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"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

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"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

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Apache HttpClient 4.3.5

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A.42 - ICU4J V3.6

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Section A. SUMMARY

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A.3 - Additional Notice relating to Apache Xalan Serializer

A.4 - Additional Notice relating to Apache XML-APIS

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A.6 - FontConfig 2.5

A.7 - ICU4C & ICU4J  
A.8 - Libpng 1.5.4  
A.9 - Little CMS 2.0  
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A.11 - RelaxNGCC  
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A.14 - Unicode 6.0 & CLDR  
A.15 - Xfree86-VidMode Extension 1.0  
A.16 - X System  
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A.29 - IAIK PKCS#11 Wrapper  
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#### B.17 - zlib 1.2.7

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B.35 - Mesa 3D Graphics Library v4.1

Mesa 3-D graphics library

Version: 4.1

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Windows : cudart.dll, cudart\_static.lib

MacOS : libcudart.dylib, libcudart\_static.a

Linux : libcudart.so, libcudart\_static.a

Component : CUDA FFT Library

Windows : cufft.dll

MacOS : libcufft.dylib

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Component : CUDA BLAS Library

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Component : CUDA Sparse Matrix Library

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Component : CUDA Random Number Generation Library

Windows : curand.dll

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Component : NVIDIA Performance Primitives Library

Windows : nppc.dll, nppi.dll, npps.dll

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Component : NVIDIA Optimizing Compiler Library

Windows : nvvm.dll

MacOs : libnvvm.so

Linux : libnvvm.dylib

Component : NVIDIA Common Device Math Functions Library

Windows : libdevice.compute\_20.bc, libdevice.compute\_30.bc, libdevice.compute\_35.bc

MacOs : libdevice.compute\_20.bc, libdevice.compute\_30.bc, libdevice.compute\_35.bc

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These are

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Written by: Philip Hazel

Email local part: ph10

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\* claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

The Software contains components, as listed below that are licensed to Licensee pursuant to the terms and conditions of their respective End User License Agreements:

- \* NVIDIA CUDA Samples
- \* NVIDIA CUDA Toolkit
- \* NVIDIA DirectX SDK

More information, including licensing information, about the NVIDIA CUDA Toolkit and the NVIDIA CUDA Samples can be found at: <http://www.nvidia.com/getcuda>

More information, including licensing information, about the NVIDIA DirectX SDK can be found at:  
[http://developer.nvidia.com/object/sdk\\_home.html](http://developer.nvidia.com/object/sdk_home.html)

NVIDIA CUDA General Terms

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The Software may collect non-personally identifiable information for the purposes of customizing information delivered to you and improving future versions of the Software. Such information, including IP address and system configuration, will only be collected on an anonymous basis and cannot be linked to any personally identifiable information. Personally identifiable information such as your username or hostname is not collected.

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END OF NOTICES RELATING TO NVIDIA materials  
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B.44 - Technology Preview Code - Packed object support  
Packed object support is included as Technology Preview Code and may be evaluated by Licensee for unlimited period after initial



installation.

END OF NOTICES RELATING TO Technology Preview Code - packed object support

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B.45 - Paho Java MQTT Client - Eclipse Packages

The Program includes all or portions of the following software which IBM obtained under the terms and conditions of:

- \* Eclipse Distribution License 1.0 (BSD): <https://projects.eclipse.org/content/eclipse-distribution-license-1.0-bsd>
- \* Eclipse Public License ("EPL Code"): <https://projects.eclipse.org/content/eclipse-public-license-1.0>

The source version of this Java component may be downloaded here:

[https://www.eclipse.org/downloads/download.php?file=/paho/releases/1.0.0/Java/plugins/org.eclipse.paho.client.mqttv3\\_1.0.0.jar](https://www.eclipse.org/downloads/download.php?file=/paho/releases/1.0.0/Java/plugins/org.eclipse.paho.client.mqttv3_1.0.0.jar)

END OF NOTICES RELATING TO Paho MQTT Client - Eclipse Packages

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END OF Section B. NOTICES

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Section C. Other Trademark and Copyright Acknowledgements

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(a) Eastman Kodak: Portions of this Program are Copyright Eastman Kodak Company 1992.  
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(c) JPEG: This product is based in part on the work of the Independent JPEG group.  
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END OF Section C. NOTICES RELATING TO Other Trademark and Copyright acknowledgements

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END OF NOTICE AND INFORMATION FILE FOR IBM(R) SDK, Java(TM) Technology Edition, Version 8

L/N: L-SJAH-9TFCYY

D/N: L-SJAH-9TFCYY

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International License Agreement for Non-Warranted Programs

## Part 1 - General Terms

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE PROGRAM, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

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\* PROMPTLY RETURN THE UNUSED MEDIA AND DOCUMENTATION TO THE PARTY FROM WHOM IT WAS OBTAINED FOR A REFUND OF THE AMOUNT PAID. IF THE PROGRAM WAS DOWNLOADED, DESTROY ALL COPIES OF THE PROGRAM.

### 1. Definitions

"Authorized Use" - the specified level at which Licensee is authorized to execute or run the Program. That level may be measured by number of users, millions of service units ("MSUs"), Processor Value Units ("PVUs"), or other level of use specified by IBM.

"IBM" - International Business Machines Corporation or one of its subsidiaries.

"License Information" ("LI") - a document that provides information and any additional terms specific to a Program. The Program's LI is available at [www.ibm.com/software/sla](http://www.ibm.com/software/sla). The LI can also be found in the Program's directory, by the use of a system command, or as a booklet included with the Program.

"Program" - the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, files, and modules, 3) audio-visual content (such as images, text, recordings, or pictures), and 4) related licensed materials (such as keys and documentation).

### 2. Agreement Structure

This Agreement includes Part 1 - General Terms, Part 2 - Countryunique Terms (if any) and the LI and is the complete agreement between Licensee and IBM regarding the use of the Program. It replaces any prior oral or written communications between Licensee and IBM concerning Licensee's use of the Program. The terms of Part 2 may replace or modify those of Part 1. To the extent of any conflict, the LI prevails over both Parts.

### 3. License Grant

The Program is owned by IBM or an IBM supplier, and is copyrighted and licensed, not sold.

IBM grants Licensee a nonexclusive license to 1) use the Program up to the Authorized Use specified in the invoice, 2) make and install

copies to support such Authorized Use, and 3) make a backup copy, all provided that

- a. Licensee has lawfully obtained the Program and complies with the terms of this Agreement;
- b. the backup copy does not execute unless the backed-up Program cannot execute;
- c. Licensee reproduces all copyright notices and other legends of ownership on each copy, or partial copy, of the Program;
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- e. Licensee does not 1) use, copy, modify, or distribute the Program except as expressly permitted in this Agreement; 2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Program, except as expressly permitted by law without the possibility of contractual waiver; 3) use any of the Program's components, files, modules, audio-visual content, or related licensed materials separately from that Program; or 4) sublicense, rent, or lease the Program; and
- f. if Licensee obtains this Program as a Supporting Program, Licensee uses this Program only to support the Principal Program and subject to any limitations in the license to the Principal Program, or, if Licensee obtains this Program as a Principal Program, Licensee uses all Supporting Programs only to support this Program, and subject to any limitations in this Agreement. For purposes of this Item "f," a "Supporting Program" is a Program that is part of another IBM Program ("Principal Program") and identified as a Supporting Program in the Principal Program's LI. (To obtain a separate license to a Supporting Program without these restrictions, Licensee should contact the party from whom Licensee obtained the Supporting Program.)

This license applies to each copy of the Program that Licensee makes.

### 3.1 Trade-ups, Updates, Fixes, and Patches

#### 3.1.1 Trade-ups

If the Program is replaced by a trade-up Program, the replaced Program's license is promptly terminated.

#### 3.1.2 Updates, Fixes, and Patches

When Licensee receives an update, fix, or patch to a Program, Licensee accepts any additional or different terms that are applicable to such update, fix, or patch that are specified in its LI. If no additional or different terms are provided, then the update, fix, or patch is subject solely to this Agreement. If the Program is replaced by an update, Licensee agrees to promptly discontinue use of the replaced

Program.

### 3.2 Fixed Term Licenses

If IBM licenses the Program for a fixed term, Licensee's license is terminated at the end of the fixed term, unless Licensee and IBM agree to renew it.

### 3.3 Term and Termination

This Agreement is effective until terminated.

IBM may terminate Licensee's license if Licensee fails to comply with the terms of this Agreement.

If the license is terminated for any reason by either party, Licensee agrees to promptly discontinue use of and destroy all of Licensee's copies of the Program. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

### 4. Charges

Charges, if any, are based on Authorized Use obtained, which is specified in the invoice. IBM does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

If Licensee wishes to increase its Authorized Use, Licensee must notify IBM or an authorized IBM reseller in advance and pay any applicable charges.

### 5. Taxes

If any authority imposes on the Program a duty, tax, levy, or fee, excluding those based on IBM's net income, then Licensee agrees to pay that amount, as specified in an invoice, or supply exemption documentation. Licensee is responsible for any personal property taxes for the Program from the date that Licensee obtains it. If any authority imposes a customs duty, tax, levy, or fee for the import into or the export, transfer, access, or use of the Program outside the country in which the original Licensee was granted the license, then Licensee agrees that it is responsible for, and will pay, any amount imposed.

### 6. Money-back Guarantee

If Licensee is dissatisfied with the Program for any reason and is the original Licensee, Licensee may terminate the license and obtain a refund of the amount Licensee paid, if any, for the Program, provided that Licensee returns the Program to the party from whom Licensee obtained it within 30 days of the invoice date. If the license is for a fixed term that is subject to renewal, then Licensee may obtain a refund only if the Program is returned within the first 30 days of the



initial term. If Licensee downloaded the Program, Licensee should contact the party from whom Licensee obtained it for instructions on how to obtain the refund.

#### 7. Program Transfer

Licensee may transfer the Program and all of Licensee's license rights and obligations to another party only if that party agrees to the terms of this Agreement. If the license is terminated for any reason by either party, Licensee is prohibited from transferring the Program to another party. Licensee may not transfer a portion of 1) the Program or 2) the Program's Authorized Use. When Licensee transfers the Program, Licensee must also transfer a hard copy of this Agreement, including the LI. Immediately after the transfer, Licensee's license terminates.

#### 8. No Warranties

SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, IBM MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE PROGRAM OR SUPPORT, IF ANY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY LAW. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. LICENSEE MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

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#### 9. Licensee Data and Databases

To assist Licensee in isolating the cause of a problem with the Program, IBM may request that Licensee 1) allow IBM to remotely access Licensee's system or 2) send Licensee information or system data to IBM. However, IBM is not obligated to provide such assistance unless IBM and Licensee enter a separate written agreement under which IBM agrees to provide to Licensee that type of support, which is beyond

IBM's obligations in this Agreement. In any event, IBM uses information about errors and problems to improve its products and services, and assist with its provision of related support offerings. For these purposes, IBM may use IBM entities and subcontractors (including in one or more countries other than the one in which Licensee is located), and Licensee authorizes IBM to do so. Licensee remains responsible for 1) any data and the content of any database Licensee makes available to IBM, 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally identifiable data), and 3) backup and recovery of any database and any stored data. Licensee will not send or provide IBM access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that IBM may incur relating to any such information mistakenly provided to IBM or the loss or disclosure of such information by IBM, including those arising out of any third party claims.

#### 10. Limitation of Liability

The limitations and exclusions in this Section 10 (Limitation of Liability) apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

##### 10.1 Items for Which IBM May Be Liable

Circumstances may arise where, because of a default on IBM's part or other liability, Licensee is entitled to recover damages from IBM. Regardless of the basis on which Licensee is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all claims in the aggregate arising from or related to each Program or otherwise arising under this Agreement will not exceed the amount of any 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) other actual direct damages up to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that is the subject of the claim.

This limit also applies to any of IBM's Program developers and suppliers. It is the maximum for which IBM and its Program developers and suppliers are collectively responsible.

##### 10.2 Items for Which IBM Is Not Liable

**UNDER NO CIRCUMSTANCES IS IBM, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:**

- a. LOSS OF, OR DAMAGE TO, DATA;

- b. SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR
- c. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

#### 11. Compliance Verification

For purposes of this Section 11 (Compliance Verification), "ILAN Program Terms" means 1) this Agreement and applicable amendments and transaction documents provided by IBM, and 2) IBM software policies that may be found at the IBM Software Policy website ([www.ibm.com/software/policies](http://www.ibm.com/software/policies)), including but not limited to those policies concerning backup, sub-capacity pricing, and migration.

The rights and obligations set forth in this Section 11 remain in effect during the period the Program is licensed to Licensee, and for two years thereafter.

##### 11.1 Verification Process

Licensee agrees to create, retain, and provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use of all Programs is in compliance with the ILAN Program Terms, including, without limitation, all of IBM's applicable licensing and pricing qualification terms. Licensee is responsible for 1) ensuring that it does not exceed its Authorized Use, and 2) remaining in compliance with ILAN Program Terms.

Upon reasonable notice, IBM may verify Licensee's compliance with ILAN Program Terms at all sites and for all environments in which Licensee uses (for any purpose) Programs subject to ILAN Program Terms. Such verification will be conducted in a manner that minimizes disruption to Licensee's business, and may be conducted on Licensee's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

##### 11.2 Resolution

IBM will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its Authorized Use or is otherwise not in compliance with the ILAN Program Terms. Licensee agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

#### 12. Third Party Notices

The Program may include third party code that IBM, not the third party, licenses to Licensee under this Agreement. Notices, if any, for

the third party code ("Third Party Notices") are included for Licensee's information only. These notices can be found in the Program's NOTICES file(s). Information on how to obtain source code for certain third party code can be found in the Third Party Notices. If in the Third Party Notices IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

### 13. General

- a. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- b. For Programs IBM provides to Licensee in tangible form, IBM fulfills its shipping and delivery obligations upon the delivery of such Programs to the IBM-designated carrier, unless otherwise agreed to in writing by Licensee and IBM.
- c. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- d. Licensee agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
- e. Licensee authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use Licensee's business contact information wherever they do business, in connection with IBM products and services, or in furtherance of IBM's business relationship with Licensee.
- f. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.
- g. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.
- h. Neither Licensee nor IBM is responsible for failure to fulfill any

obligations due to causes beyond its control.

i. No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except as permitted in Subsection 10.1 (Items for Which IBM May Be Liable) above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.

j. In entering into this Agreement, neither party is relying on any representation not specified in this Agreement, including but not limited to any representation concerning: 1) the performance or function of the Program; 2) the experiences or recommendations of other parties; or 3) any results or savings that Licensee may achieve.

k. IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Programs. IBM Business Partners remain independent and separate from IBM. IBM is not responsible for the actions or statements of IBM Business Partners or obligations they have to Licensee.

l. The license and intellectual property indemnification terms of Licensee's other agreements with IBM (such as the IBM Customer Agreement) do not apply to Program licenses granted under this Agreement.

m. Both parties agree that all information exchanged is nonconfidential. If either party requires the exchange of confidential information, it will be made under a signed confidentiality agreement.

## 14. Geographic Scope and Governing Law

### 14.1 Governing Law

Both parties agree to the application of the laws of the country in which Licensee obtained the Program license to govern, interpret, and enforce all of Licensee's and IBM's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

### 14.2 Jurisdiction

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license.

## Part 2 - Country-unique Terms

For licenses granted in the countries specified below, the following terms replace or modify the referenced terms in Part 1. All terms in Part 1 that are not changed by these amendments remain unchanged and in effect. This Part 2 is organized as follows:

\* Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction);

\* Americas country amendments to other Agreement terms;

\* Asia Pacific country amendments to other Agreement terms; and

\* Europe, Middle East, and Africa country amendments to other Agreement terms.

Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction)

#### 14.1 Governing Law

The phrase "the laws of the country in which Licensee obtained the Program license" in the first paragraph of 14.1 Governing Law is replaced by the following phrases in the countries below:

##### AMERICAS

(1) In Canada: the laws in the Province of Ontario;

(2) in Mexico: the federal laws of the Republic of Mexico;

(3) in the United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines: the laws of the State of New York, United States;

(4) in Venezuela: the laws of the Bolivarian Republic of Venezuela;

##### ASIA PACIFIC

(5) in Cambodia and Laos: the laws of the State of New York, United States;

(6) in Australia: the laws of the State or Territory in which the transaction is performed;

(7) in Hong Kong SAR and Macau SAR: the laws of Hong Kong Special Administrative Region ("SAR");

(8) in Taiwan: the laws of Taiwan;

##### EUROPE, MIDDLE EAST, AND AFRICA

(9) in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: the laws of Austria;

(10) in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the laws of France;

(11) in Estonia, Latvia, and Lithuania: the laws of Finland;



(12) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the laws of England; and

(13) in South Africa, Namibia, Lesotho, and Swaziland: the laws of the Republic of South Africa.

#### 14.2 Jurisdiction

The following paragraph pertains to jurisdiction and replaces Subsection 14.2 (Jurisdiction) as it applies for those countries identified below:

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license except that in the countries identified below all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

##### AMERICAS

(1) In Argentina: the Ordinary Commercial Court of the city of Buenos Aires;

(2) in Brazil: the court of Rio de Janeiro, RJ;

(3) in Chile: the Civil Courts of Justice of Santiago;

(4) in Ecuador: the civil judges of Quito for executory or summary proceedings (as applicable);

(5) in Mexico: the courts located in Mexico City, Federal District;

(6) in Peru: the judges and tribunals of the judicial district of Lima, Cercado;

(7) in Uruguay: the courts of the city of Montevideo;

(8) in Venezuela: the courts of the metropolitan area of the city of Caracas;

##### EUROPE, MIDDLE EAST, AND AFRICA

(9) in Austria: the court of law in Vienna, Austria (Inner-City);

(10) in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the Commercial Court of Paris;

(11) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia,



Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the English courts;

(12) in South Africa, Namibia, Lesotho, and Swaziland: the High Court in Johannesburg;

(13) in Greece: the competent court of Athens;

(14) in Israel: the courts of Tel Aviv-Jaffa;

(15) in Italy: the courts of Milan;

(16) in Portugal: the courts of Lisbon;

(17) in Spain: the courts of Madrid; and

(18) in Turkey: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic of Turkey.

#### 14.3 Arbitration

The following paragraph is added as a new Subsection 14.3 (Arbitration) as it applies for those countries identified below. The provisions of this Subsection 14.3 prevail over those of Subsection 14.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:

##### ASIA PACIFIC

(1) In Cambodia, India, Laos, Philippines, and Vietnam:

Disputes arising out of or in connection with this Agreement will be finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language

version of this Agreement prevails over any other language version.

(2) In the People's Republic of China:

In case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

(3) In Indonesia:

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse. Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration that shall be held in Jakarta, Indonesia in accordance with the rules of Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or "BANI") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the chairman of the BANI. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English and/or Indonesian language.

## EUROPE, MIDDLE EAST, AND AFRICA

(4) In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:

All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

(5) In Estonia, Latvia, and Lithuania:

All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

## AMERICAS COUNTRY AMENDMENTS

### CANADA

#### 10.1 Items for Which IBM May Be Liable

The following replaces Item 1 in the first paragraph of this Subsection 10.1 (Items for Which IBM May Be Liable):

1) damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by IBM's negligence; and

#### 13. General

The following replaces Item 13.d:

d. Licensee agrees to comply with all applicable export and import laws and regulations, including those of that apply to goods of United States origin and that prohibit or limit export for certain uses or to certain users.

The following replaces Item 13.i:

i. No right or cause of action for any third party is created by this

Agreement or any transaction under it, nor is IBM responsible for any third party claims against Licensee except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable to that third party.

The following is added as Item 13.n:

n. For purposes of this Item 13.n, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

(1) General

- (a) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").
- (b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

(2) Security Safeguards

- (a) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.
- (b) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.
- (c) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.
- (d) Additional or different services required to comply with the Laws will be deemed a request for new services.

(3) Use

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.

(4) Access Requests

- (a) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.
- (b) Each party agrees to reimburse the other for any reasonable

charges incurred in providing each other assistance.

(c) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

#### (5) Retention

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.

#### (6) Public Bodies Who Are Subject to Public Sector Privacy Legislation

For Licensees who are public bodies subject to public sector privacy legislation, this Item 13.n applies only to Personal Data made available to Licensee in connection with this Agreement, and the obligations in this section apply only to Licensee, except that: 1) section (2)(a) applies only to IBM; 2) sections (1)(a) and (4)(a) apply to both parties; and 3) section (4)(b) and the last sentence in (1)(b) do not apply.

### PERU

#### 10. Limitation of Liability

The following is added to the end of this Section 10 (Limitation of Liability):

Except as expressly required by law without the possibility of contractual waiver, Licensee and IBM intend that the limitation of liability in this Limitation of Liability section applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

##### 10.1 Items for Which IBM May Be Liable

The following is added to the end of this Subsection 10.1:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

### UNITED STATES OF AMERICA

#### 5. Taxes

The following is added to the end of this Section 5 (Taxes):

For Programs delivered electronically in the United States for which Licensee claims a state sales and use tax exemption, Licensee agrees not to receive any tangible personal property (e.g., media and publications) associated with the electronic program.

Licensee agrees to be responsible for any sales and use tax liabilities that may arise as a result of Licensee's subsequent redistribution of Programs after delivery by IBM.

### 13. General

The following is added to Section 13 as Item 13.n:

n. U.S. Government Users Restricted Rights - Use, duplication or disclosure is restricted by the GSA IT Schedule 70 Contract with the IBM Corporation.

The following is added to Item 13.f:

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

## ASIA PACIFIC COUNTRY AMENDMENTS

### AUSTRALIA

#### 5. Taxes

The following sentences replace the first two sentences of Section 5 (Taxes):

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Program itself, that is not otherwise provided for in the amount payable, Licensee agrees to pay it when IBM invoices Licensee. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

#### 8. No Warranties

The following is added to the first paragraph of Section 8 (No Warranties):

Although IBM specifies that there are no warranties, Licensee may have certain rights under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation.

#### 10.1 Items for Which IBM May Be Liable

The following is added to Subsection 10.1 (Items for Which IBM Maybe Liable):

Where IBM is in breach of a condition or warranty implied by the Competition and Consumer Act 2010, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods.

Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

### HONG KONG SAR, MACAU SAR, AND TAIWAN

As applies to licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing



the word "country" (for example, "the country in which the original Licensee was granted the license" and "the country in which Licensee obtained the Program license") are replaced with the following:

- (1) In Hong Kong SAR: "Hong Kong SAR"
- (2) In Macau SAR: "Macau SAR" except in the Governing Law clause (Section 14.1)
- (3) In Taiwan: "Taiwan."

#### INDIA

##### 10.1 Items for Which IBM May Be Liable

The following replaces the terms of Items 1 and 2 of the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by Licensee for the individual Program that is the subject of the claim.

#### 13. General

The following replaces the terms of Item 13.g:

g. If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

#### INDONESIA

##### 3.3 Term and Termination

The following is added to the last paragraph:

Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

#### JAPAN

##### 13. General

The following is inserted as Item 13.n:

n. Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

#### MALAYSIA

##### 10.2 Items for Which IBM Is Not Liable

The word "SPECIAL" in Item 10.2b is deleted.

#### NEW ZEALAND



#### 8. No Warranties

The following is added to the first paragraph of this Section 8 (No Warranties):

Although IBM specifies that there are no warranties, Licensee may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if Licensee requires the goods for the purposes of a business as defined in that Act.

#### 10. Limitation of Liability

The following is added:

Where Programs are not obtained for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

#### PEOPLE'S REPUBLIC OF CHINA

##### 4. Charges

The following is added:

All banking charges incurred in the People's Republic of China will be borne by Licensee and those incurred outside the People's Republic of China will be borne by IBM.

#### PHILIPPINES

##### 10.2 Items for Which IBM Is Not Liable

The following replaces the terms of Item 10.2b:

b. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

#### SINGAPORE

##### 10.2 Items for Which IBM Is Not Liable

The words "SPECIAL" and "ECONOMIC" are deleted from Item 10.2b.

#### 13. General

The following replaces the terms of Item 13.i:

i. Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 10 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

#### TAIWAN

##### 10.1 Items for Which IBM May Be Liable

The following sentences are deleted:

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

## EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS EUROPEAN UNION MEMBER STATES

### 8. No Warranties

The following is added to Section 8 (No Warranties):

In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 8 (No Warranties).

### EU MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW

Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.

### 13. General

The following replaces Item 13.e:

(1) Definitions - For the purposes of this Item 13.e, the following additional definitions apply:

- (a) Business Contact Information - business-related contact information disclosed by Licensee to IBM, including names, job titles, business addresses, telephone numbers and email addresses of Licensee's employees and contractors. For Austria, Italy and Switzerland, Business Contact Information also includes information about Licensee and its contractors as legal entities (for example, Licensee's revenue data and other transactional information)
- (b) Business Contact Personnel - Licensee employees and contractors to whom the Business Contact Information relates.
- (c) Data Protection Authority - the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.
- (d) Data Protection & Electronic Communications Legislation - (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.
- (e) IBM Group - International Business Machines Corporation of Armonk,

New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.

(2) Licensee authorizes IBM:

(a) to process and use Business Contact Information within IBM Group in support of Licensee including the provision of support services, and for the purpose of furthering the business relationship between Licensee and IBM Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing IBM Group products and services (the "Specified Purpose"); and

(b) to disclose Business Contact Information to other members of IBM Group in pursuit of the Specified Purpose only.

(3) IBM agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.

(4) To the extent required by the Data Protection & Electronic Communications Legislation, Licensee represents that (a) it has obtained (or will obtain) any consents from (and has issued (or will issue) any notices to) the Business Contact Personnel as are necessary in order to enable IBM Group to process and use the Business Contact Information for the Specified Purpose.

(5) Licensee authorizes IBM to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

#### AUSTRIA

##### 8. No Warranties

In Austria (and Germany) the following replaces Section 8 (No Warranties) in its entirety, including its title, if Licensee paid a charge to obtain the Program.

##### 8. Warranties and Exclusions

The warranty period is twelve months from the date of delivery. The limitation period for consumers in action for breach of warranty is the statutory period as a minimum.

The warranty for an IBM Program covers the functionality of the Program for its normal use and the Program's conformity to its specifications.

IBM warrants that when the Program is used in the specified operating environment it will conform to its specifications. IBM does not warrant uninterrupted or error-free operation of the Program or that IBM will correct all Program defects. Licensee is responsible for the results obtained from the use of the Program.

The warranty applies only to the unmodified portion of the Program. If the Program does not function as warranted during the warranty period and the problem cannot be resolved with information available, Licensee may return the Program to the party from whom Licensee acquired it and receive a refund of the amount Licensee paid. If Licensee downloaded the Program, Licensee may contact the party from whom Licensee acquired it to obtain the refund. This is IBM's sole obligation to Licensee, except as otherwise required by applicable statutory law.

#### 10. Limitation of Liability

The following is added:

The following limitations and exclusions of IBM's liability do not apply for damages caused by gross negligence or willful misconduct.

##### 10.1 Items for Which IBM May Be Liable

The following replaces the first sentence in the first paragraph:

Circumstances may arise where, because of a default by IBM in the performance of its obligations under this Agreement or other liability, Licensee is entitled to recover damages from IBM.

In the second sentence of the first paragraph, delete entirely the parenthetical phrase:

"(including fundamental breach, negligence, misrepresentation, or other contract or tort claim)".

##### 10.2 Items for Which IBM Is Not Liable

The following replaces Item 10.2b:

b. indirect damages or consequential damages; or  
BELGIUM, FRANCE, ITALY, AND LUXEMBOURG

#### 10. Limitation of Liability

The following replaces the terms of Section 10 (Limitation of Liability) in its entirety:

Except as otherwise provided by mandatory law:

##### 10.1 Items for Which IBM May Be Liable

IBM's entire liability for all claims in the aggregate for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Agreement or due to any other cause related to this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that has caused the damages.

The above limitation will not apply to damages for bodily injuries

(including death) and damages to real property and tangible personal property for which IBM is legally liable.

#### 10.2 Items for Which IBM Is Not Liable

UNDER NO CIRCUMSTANCES IS IBM OR ANY OF ITS PROGRAM DEVELOPERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; AND / OR 3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES.

#### 10.3 Suppliers and Program Developers

The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers are collectively responsible.

GERMANY

#### 8. No Warranties

This Section 8 (No Warranties) is amended as specified for AUSTRIA.

#### 10. Limitation of Liability

The following replaces this Section 10 (Limitation of Liability) in its entirety:

- a. IBM will be liable without limit for 1) loss or damage caused by a breach of an express guarantee; 2) damages or losses resulting in bodily injury (including death); and 3) damages caused intentionally or by gross negligence.
- b. In the event of loss, damage and frustrated expenditures caused by slight negligence or in breach of essential contractual obligations, IBM will be liable, regardless of the basis on which Licensee is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), per claim only up to the greater of 500,000 euro or the charges (if the Program is subject to fixed term charges, up to 12 months' charges) Licensee paid for the Program that caused the loss or damage. A number of defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one default.
- c. In the event of loss, damage and frustrated expenditures caused by slight negligence, IBM will not be liable for indirect or consequential damages, even if IBM was informed about the possibility of such loss or damage.
- d. In case of delay on IBM's part: 1) IBM will pay to Licensee an amount not exceeding the loss or damage caused by IBM's delay and 2)

IBM will be liable only in respect of the resulting damages that Licensee suffers, subject to the provisions of Items a and b above.

### 13. General

The following replaces the provisions of 13.g:

g. Any claims resulting from this Agreement are subject to a limitation period of three years, except as stated in Section 8 (No Warranties) of this Agreement.

The following replaces the provisions of 13.i:

i. No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except (to the extent permitted in Section 10 (Limitation of Liability)) for: i) bodily injury (including death); or ii) damage to real or tangible personal property for which (in either case) IBM is legally liable to that third party.

### IRELAND

#### 8. No Warranties

The following sentence is added to the second paragraph of this Section 8 (No Warranties):

Except as expressly provided in these terms and conditions, or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act"), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, Section 39 of the 1980 Act).

### IRELAND AND UNITED KINGDOM

#### 2. Agreement Structure

The following sentence is added:

Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud.

#### 10.1 Items for Which IBM May Be Liable

The following replaces the first paragraph of the Subsection:

For the purposes of this section, a "Default" means any act, statement, omission or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to Licensee, whether in contract or in tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default. Circumstances may arise where, because of a Default by IBM in the performance of its obligations under this Agreement or other liability, Licensee is entitled to recover damages from IBM.

Regardless of the basis on which Licensee is entitled to claim damages



from IBM and except as expressly required by law without the possibility of contractual waiver, IBM's entire liability for any one Default will not exceed the amount of any direct damages, to the extent actually suffered by Licensee as an immediate and direct consequence of the Default, up to the greater of (1) 500,000 euro (or the equivalent in local currency) or (2) 125% of the charges (if the Program is subject to fixed term charges, up to 12 months' charges) for the Program that is the subject of the claim. Notwithstanding the foregoing, the amount of any damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable is not subject to such limitation.

#### 10.2 Items for Which IBM Is Not Liable

The following replaces Items 10.2b and 10.2c:

b. special, incidental, exemplary, or indirect damages or consequential damages; or

c. wasted management time or lost profits, business, revenue, goodwill, or anticipated savings.

Z125-5589-05 (07/2011)

#### LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and IBM. If Client does not have previously agreed to license terms in effect for the Program, the IBM International License Agreement for Non-Warranted Programs (Z125-5589-05) applies.

Program Name: IBM(R) 32-bit SDK for AIX, Java(TM) Technology Edition, Version 8

Program Number: TOOLS

Program Name: IBM(R) 64-bit SDK for AIX, Java(TM) Technology Edition, Version 8

Program Number: TOOLS

#### Redistributables

If the Program includes components that are Redistributable, they will be identified in the REDIST file that accompanies the Program. In addition to the license rights granted in the Agreement, Licensee may distribute the Redistributables subject to the following terms:

1) Redistribution must be in object code form only and must conform to all directions, instruction and specifications in the Program's accompanying REDIST or documentation;

2) If the Program's accompanying documentation expressly allows Licensee to modify the Redistributables, such modification must conform to all directions, instruction and specifications in that



documentation and these modifications, if any, must be treated as Redistributables;

3) Redistributables may be distributed only as part of Licensee's application that was developed using the Program ("Licensee's Application") and only to support Licensee's customers in connection with their use of Licensee's Application. Licensee's Application must constitute significant value add such that the Redistributables are not a substantial motivation for the acquisition by end users of Licensee's software product;

4) If the Redistributables include a Java Runtime Environment, Licensee must also include other non-Java Redistributables with Licensee's Application, unless the Application is designed to run only on general computer devices (for example, laptops, desktops and servers) and not on handheld or other pervasive devices (i.e., devices that contain a microprocessor but do not have computing as their primary purpose);

5) Licensee may not remove any copyright or notice files contained in the Redistributables;

6) Licensee must hold IBM, its suppliers or distributors harmless from and against any claim arising out of the use or distribution of Licensee's Application;

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L/N: L-SJAH-9TFCYY

D/N: L-SJAH-9TFCYY

P/N: L-SJAH-9TFCYY

#### IBM 64-bit SDK for AIX, Java Technology Edition, Version 8

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This README file applies to version 8, release 0, modification 0, fix pack 0 (VRMF 8.0.0.0), and to all subsequent releases, modifications, and fix packs, until otherwise indicated in a new README file.

IBM provides additional content with the SDK.

Product documentation:

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User guides and security guides to support this release are available for online viewing:

[http://www.ibm.com/support/knowledgecenter/SSYKE2\\_8.0.0/welcome/welcome\\_javasdk\\_version.html](http://www.ibm.com/support/knowledgecenter/SSYKE2_8.0.0/welcome/welcome_javasdk_version.html)

The user guides are also available for download from IBM developerWorks:

<https://www.ibm.com/developerworks/java/jdk/docs.html>

Any late breaking news can be found in the following IBM support technote:

<http://www.ibm.com/support/docview.wss?uid=swg21672834>

\*

commons-fileupload-1.2.1.jar

isc-jakarta-oro-2.0.6.jar

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Apache License

Version 2.0, January 2004

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outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

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Java StringTemplate 3.1

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To obtain the source code for the 1.6R5 release of Rhino, issue the following commands:

```
cvs -d :pserver:anonymous@cvs-mirror.mozilla.org:/cvsroot \  
co -D2006-11-20 mozilla/js/rhino
```

The patch is available here:

<https://bugzilla.mozilla.org/attachment.cgi?id=288467>

which is attached to this bug:

[https://bugzilla.mozilla.org/show\\_bug.cgi?id=367627](https://bugzilla.mozilla.org/show_bug.cgi?id=367627)

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The Rhino jar also includes four classes:

```
org.mozilla.javascript.tools.debugger.downloaded.AbstractCellEditor.java  
org.mozilla.javascript.tools.debugger.downloaded.JTreeTable.java  
org.mozilla.javascript.tools.debugger.downloaded.TreeTableModel.java  
org.mozilla.javascript.tools.debugger.downloaded.TreeTableModelAdapter.java
```

Which come from:

<http://java.sun.com/products/jfc/tsc/articles/treetable2>

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Compiler assisted localization library (CAL10N) - API 0.8.1

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## Java Servlet API 3.1.0

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Java StringTemplate 3.2.1

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angular-strap 0.7.8

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angular-strap 2.1.0

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angular.js 1.2.14

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beanvalidation-api 1.1.0.Final

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bootstrap 3.2.0

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\* config 1.2.1

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jQuery JavaScript Library 1.10.2

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jQuery-Knob 1.2.11

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ClassMate 1.0.0

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javax.inject 1

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jline2 jline 2.12

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jquery-bbq 1.2.1

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