End User Agreement

THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND THE CLOUD SOFTWARE GROUP, INC. ENTITY REFERENCED IN THE ORDER THAT GOVERNS CUSTOMER'S ACCESS AND USE OF COMPANY PRODUCTS. BY ACCESSING AND/OR USING THE PRODUCTS, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY PRODUCTS SOLD SEPARATELY WHICH SHALL BE SUBJECT TO THE TERMS OF THE THIRD PARTY PROVIDER.

1. **Definitions**

1.1. "Affiliate" means with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.

1.2. "Agreement" means the End User Agreement and any other documents incorporated by reference, including an Order.

1.3. "Authorized Reseller" means Company's authorized resellers and distributors.

1.4. "Authorized User" means Customer's employees, agents, contractors, consultants, or other third parties permitted under the applicable license model, and who have agreed in writing to be bound by terms at least as protective of Licensor as those in this Agreement. Authorized User specifically excludes a third party that deploys, operates, and manages the Software in an environment owned or controlled by such third party on Customer's behalf.

1.5. "Business Unit" means a Company operating unit supporting a specific Product.

1.6. "Cloud Services" means software-as-a-service offerings made available via a remote network, inclusive of any applicable on-premises components.

1.7. "Company" means Cloud Software Group, Inc., or its Affiliate, that delivers the Products pursuant to an Order.

1.8. "Confidential Information" means any information disclosed by either party, whether or not marked, including, without limitation, the provisions of the Agreement, the Products, Materials, individual contact information provided by either party, or related performance test results derived by Customer, but expressly excludes Customer Content and Personal Data.

1.9. "Consulting Services" means installation, configuration, training or other professional services performed by Company pursuant to an Order.

1.10. "Contact" means a Customer contact person who interfaces with Company's Maintenance personnel.

1.11. "Customer" means the legal entity or individual that Orders Products from Company or an Authorized Reseller.

1.12. "Customer Content" means (i) any data uploaded to a Cloud Service for storage or data in Customer's computing environment to which Company is provided access in order to perform Cloud Services or (ii) disclosed by Customer to Company for the purpose of receiving Maintenance and/or Consulting Services. Customer Content may be confidential in nature and is subject to the standard of care set forth in Section 6.

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1.13. "Documentation" means material provided with a Product, as updated by Company from time to time, describing how to make use of that Product.

1.14. "Education Services" means training services performed or delivered by Company.

1.15. "Error" means a material failure of the Software, Cloud Services, or Hardware to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Company.

1.16. "Fees" means all fees and/or payments stated in an Order applicable to the Products.

1.17. "Hardware" means appliances or other physical devices offered as Products.

1.18. "Maintenance" means Company's provision of technical support services and Updates, which are provided pursuant to the Business Unit Terms associated with the Product purchased in an Order.

1.19. "Materials" means any tangible or intangible information, design, specification, instruction, projectware or data (and any modifications, adaptations, derivative works or enhancements) provided by Company during the performance of Consulting Services which incorporates, reinforces or is used to apply Company's configuration or implementation methodologies, processes and know-how to Customer's use of the Software, excluding Customer Content.

1.20. "Number of Units" means, for each Order, the license entitlement under the applicable license model for each Product, and for multiple Orders, collectively, the cumulative entitlement to each.

1.21. "Perpetual" means a license for Software, where Maintenance (if available) is in addition to the Software license Fees, and the right to use the Software is for an indefinite period of time, unless applicable law renders a perpetual license invalid, in which case, "Perpetual" means the right to use the Software for a period of ninety-nine (99) years from the Order Effective Date.

1.22. "Order" means a document or process memorializing Customer's purchase of Products (including an order form, Purchase Order, statement of work, Work Order, on-line order, or other form of an ordering document delivered or made available by Company) submitted by Customer to (i) Company, (ii) a Company authorized reseller, and/or (iii) through Company Product websites.

1.23. "Product" means Software, Cloud Services, Hardware, Maintenance, Consulting Services, and Education Services.

1.24. "Purchase Order" means any document issued by Customer requesting Products.

1.25. "Software" means a Company proprietary or licensed third party program and/or Open Source Software program in object code form which is licensed hereunder including Documentation and any subsequent Updates provided under Maintenance.

1.26. "Subscription" means the license to use the Software or Cloud Service stated in an Order and identified as Subscription, that includes the right to receive Maintenance during the Term.

1.27. "Term" means the duration for which the Customer is entitled to use the Products as stated in an Order, including renewal terms if any.

1.28. "Updates" means any corrections, bug fixes, features or functions added to or removed from the Software or Cloud Services if and when made generally available by Company under Maintenance.

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2. **Product terms**

2.1. **Software.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license to install, run, and use the Number of Units of Software during the Term (if applicable) solely for internal business purposes in accordance with the applicable license restrictions stated in the Business Unit Terms, an Order, and Documentation.

2.2. **Cloud Services.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicenseable, non-exclusive, worldwide license to access and use the Number of Units of Cloud Services during the Term solely for internal business purposes in accordance with the applicable license restrictions stated in the Business Unit Terms, Order, and Documentation. Additional Cloud Service Terms are stated at https://terms.tibco.com/#cloud-services, which are incorporated by reference.

2.3. **Hardware.** Hardware is provided for use of Software as licensed hereunder in accordance with the Business Unit Terms and Hardware Documentation.

2.4. **Consulting Services.** Consulting Services are provided pursuant to the Consulting Services Terms available at https://terms.tibco.com/#consulting-services.

2.5. **Maintenance.** Maintenance is provided pursuant to the Business Unit Terms (defined below).

2.6. **Education Services and Courseware.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license use the Number of Units of Education Services and/or Courseware as stated in an Order in accordance with the applicable license restrictions stated in the Business Unit Terms and Documentation solely for internal business purposes.

2.7. **Limitations on Use.** Except to the extent permitted by applicable law, Customer shall not (i) make more copies of the Software than required for use (except for a reasonable number of copies for archival purposes) or use any unlicensed versions of the Products; (ii) use any Products that are not listed in an Order even if such unlicensed software is made available to Customer as part of Company's general delivery mechanisms; (iii) provide access to Products to anyone other than Authorized Users; (iv) sublicense, distribute or pledge the Software or any of the rights granted in the Agreement; (v) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to Products; (vi) use or access any embedded or bundled component of Products on a stand-alone basis where such embedded or bundled component is provided to Customer for the sole purpose of enabling the functionality of such Product; (vii) use third party software except in conjunction with Products and subject to the same use rights that it has to the Products; (viii) use any third party software in conjunction with any Products, unless Customer ensures that such use does not cause the Product to become subject to any third party license applicable to such third party software or require the public disclosure or distribution of any Product or the licensing of any Product or Materials or the purpose of making derivative works; (ix) market, offer to sell, and/or resell Products (but Products may be used by Customer in support of Customer's proprietary offering(s)); and (x) if the Customer is a Company competitor, use Products for competitive benchmarking or analysis, unless permitted under applicable law.

2.8. **Business Unit Terms.** Additional Product specific terms are defined and stated in the https://terms.tibco.com/#business-unit-terms ("Business Unit Terms").

3. **Orders and Delivery**

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3.1. **Orders.** Customer shall order Products by issuing an Order to Company using the ordering and renewal process pursuant to the applicable Business Unit Terms. The ordering process may specify Orders be submitted to Authorized Resellers or directly to Company. All Orders, including renewals, are subject to acceptance by Company at its discretion.

3.2. **Delivery.** Company shall deliver the Software, Cloud Services and Courseware electronically and delivery is deemed complete when the Product is made available to Customer. Company shall ship Hardware (or other tangible Product components, if any) Ex Works Company's shipping location (Incoterms 2020), and title shall pass to Customer upon delivery by Company to the shipping location.

4. Financial Terms

4.1. **Payment Terms.** Customer is responsible for all Fees and Taxes on Orders. In the event a purchase is direct with Company, Customer shall pay Company net thirty (30) days from the date of the invoice. All purchases are final, with no right to a refund or set-off, except as expressly provided in this Agreement. Company may charge Customer an additional 1.5% per month (or such lower amount as required by applicable law) for all Fees that are not paid on time. Company reserves the right to suspend or terminate delivery of any Product, or any portion thereof, for non-payment of Fees.

4.2. **Multiyear Subscriptions.** If Customer purchases a multi-year Subscription for any Product, or a multi-year renewal for any Product, the purchase is for the full value stated in the Order and is non-cancellable during the Term stated in the Order.

4.3. **Renewal Fees.** Company may increase any other recurring Fees upon written notice 60 days prior to the end of the then current Term stated in the Order.

4.4. **Taxes.** Fees stated in an Order are exclusive of all applicable transactional taxes on Products and Services (including but not limited to withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties) imposed by any government entity or collecting agency based on the Products ("Taxes"). Customer shall (i) pay Company such applicable Taxes (excluding Company's income taxes) listed on the relevant invoice or (ii) withhold all applicable taxes according to the local rules, both of which may be in addition to Fees due.

5. Intellectual Property

5.1. **Company Proprietary Rights.** Subject to Section 5.3, Company and its Affiliates own, or have license rights to, all intellectual property rights in Software, Cloud Services, Materials, and Documentation, and all derivatives thereof (collectively "Protected Materials"), and Company trademarks ("Company Marks"), which are protected by applicable patent, copyright, trademark and trade secret laws. Customer must duplicate unaltered copies of all proprietary notices incorporated in or affixed to any Protected Materials. Except as expressly licensed stated in the Agreement, Customer receives no other rights to use any of Company's Protected Materials or Company Marks. Except for the limited license use rights expressly granted in the Agreement, Customer has no right, title or interest in or to the Protected Materials, Products, or Company Marks or any intellectual property rights related thereto. In no event may Customer alter or delete any proprietary notices on Protected Materials.

5.2. **Customer Proprietary Rights.** Customer Content and Personal Data remains the property of Customer; except for a limited, non-exclusive, worldwide license to Company to provide any services under this Agreement.

5.3. **Open Source Software.** Certain Products include Open Source Software that is governed by the open source license(s) indicated as applicable to the code at https://www.citrix.com/buy/licensing/open-source.html

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or as listed in Documentation. "Open Source Software" means third party software distributed by Company under an open source licensing model (e.g., MIT License, Apache License BSD license, the GNU General Public License, or a license similar to those approved by the Open Source Initiative).

6. **Confidentiality**

6.1. **Non-Disclosure.** Neither party shall disclose Confidential Information to any third party (other than an Affiliate) without the disclosing party's prior consent. Confidential Information may only be disclosed to individuals that need to know such information, and on the condition that the individual is subject to a written agreement to protect information with terms as protective as this Agreement. Company may use data collected during the Term for any purpose 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. Confidential Information remains the sole property of the disclosing party; except for rights explicitly granted in the Agreement, the receiving party does not acquire any rights to such Confidential Information.

6.2. **Exclusions.** The duty to protect Confidential Information does not apply to information that is shown to be: (i) available to the public other than by a breach of a confidentiality obligation; (ii) rightfully received from a third party not in breach of a confidentiality obligation; (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); (v) 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.

6.3. **Remedies.** Except as prohibited by local law, each party shall indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from a breach of this Section. Money damages may not be a sufficient remedy for a breach of confidentiality. If either party breaches the confidentiality obligations, the non-breaching party may seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief is in addition to all other rights and remedies available at law or in equity.

7. **Security and Privacy**

7.1. **Software Security.** Company develops and delivers Products, and provides Cloud Services, Maintenance, or Consulting Services, in accordance with the Services Security Exhibit at https://www.citrix.com/buy/licensing/citrix-services-security-exhibit.html ("Security Exhibit"), which is incorporated by reference into the Agreement.

7.2. **Data Security.** For Cloud Services, Maintenance, or Consulting Services that requires Company to process Personal Data, Company (as defined in the DPA) shall (i) implement and maintain the administrative, physical and technical security controls as set forth in the Security Exhibit, and (ii) process Personal Data on Customer's behalf as set forth in the Company Data Processing Addendum at https://www.citrix.com/buy/licensing/citrix-data-processing-agreement.html ("DPA"), which is incorporated by reference into the Agreement. Customer shall provide any notices, obtain any consents, or otherwise establish the legal basis necessary for Company to access and process Personal Data as specified in this Agreement.

8. **Term and Termination**

8.1. **Term.** This Agreement remains in effect until terminated. The Term for any Product starts on the Effective Date stated in an Order and continues as indicated on the Order. FOLLOWING THE END OF THE INITIAL TERM, THE TERM WILL AUTOMATICALLY RENEW (SUBJECT TO ANY FEE INCREASES

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STATED IN SECTION 4) CONTINUOUSLY FOR THE SAME LENGTH AS THE INITIAL TERM UNLESS EITHER PARTY GIVES WRITTEN NOTICE PRIOR TO THE END OF THE INITIAL OR ANY RENEWAL TERM OF ITS INTENTION TO TERMINATE. Customer's failure to provide required notice of non-renewal constitutes an Order for the renewal. Either party may terminate an Order for Consulting Services, upon 15 days prior written notice by Customer or 30 days prior written notice by Company.

8.2. **Termination for Cause.** Either party may terminate this Agreement and/or any applicable Order if the other party breaches any of its material obligations in the Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. Either party may immediately terminate the Agreement if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business. Company may immediately terminate the Agreement if the Customer materially breaches Sections 2, 5 or 13.

8.3. **Effect of Termination.** Upon termination, Customer will immediately discontinue all access and use of the Products. Neither party shall be liable for any damages resulting from termination, including without limitation unavailability of Customer Content arising therefrom; provided, however, termination shall not affect any claim arising prior to the effective termination date. Company shall have the right to invoice Customer and Customer shall pay for any use of the Cloud Service past the date of termination other than Customer's access to download Customer Content. Termination of this Agreement or any Order does not (i) relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement or (ii) limit either party from pursuing other remedies available to it, including injunctive relief.

8.4. **Survival.** The provisions of Sections 1 (Definitions), 2.7 (Limitations on Use), 3 (Orders and Delivery), 5 (Proprietary Rights), 8.3 (Effect of Termination), 9 (Warranties and Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 13 (Export Restriction and Compliance with Laws), 14 (Miscellaneous) survive any termination of the Agreement. The provisions of Section 6 (Confidentiality) survive any termination of the Agreement for three (3) years.

9. **Warranties and Disclaimer** To the extent permitted by law, the following warranties apply:

9.1. **Software Warranty.** Company warrants that for a period of ninety (90) days from initial delivery of Software, the Software, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications in the Documentation.

9.2. **Cloud Services Warranty.** Company warrants that during the Term of a Cloud Service, the Cloud Service, when used in accordance with the Documentation, will operate in all material respects with the Documentation.

9.3. **Hardware Warranty.** Company warrants that for a period of one (1) year from delivery of Hardware, Hardware will be free from defects in material and workmanship in normal use, but does not cover any of the following: (i) improper installation, maintenance, adjustment, repair or modification by Customer or a third party; (ii) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents or acts of God; (iii) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, water damage or other irregularities; (iv) third party software or software drivers; or (v) damage during shipment.

9.4. **Other Services Warranties.** Company warrants that Maintenance, Consulting Services, and Educational Services will be delivered in a professional manner, but does not warrant that every question or problem raised will be resolved, or resolved in a certain amount of time.

9.5. **Customer Content Warranties.** Customer warrants that (i) it has the right to transmit Customer Content as part of the Cloud Services or any other service that Company may provide in connection with delivering

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Products to Customer and (ii) its use of Cloud Services will not cause the transmission of spam, unsolicited messages, or infringing, offensive, threatening, or otherwise unlawful content that violates applicable law.

9.6. **Warranty Remedy.** If the Software, Cloud Services, or Hardware does not perform as warranted during the applicable warranty period, Company shall use commercially reasonable efforts to correct Errors. Customer shall promptly notify Company in writing of its claim within the applicable warranty period. Provided that such claim is determined by Licensor to be Company's responsibility, Customer's exclusive remedy under warranty as Customer's exclusive remedy for any warranty claim, Company shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error, or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company may terminate the license for the affected Product and issue Customer a refund of the license Fees paid for the affected Product. The preceding warranty cure constitutes Company's entire liability and Customer's exclusive remedy for Company's breach of the warranties stated in this Section 9. Customer's exclusive remedy under this warranty for Maintenance, Consulting Services, and Educational Services is re-performance of the services.

9.7. **WARRANTY DISCLAIMER.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTIES, COMPANY AND ITS SUPPLIERS MAKE AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND COMPANY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS, ARE NOT INTENDED FOR ANY USE WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ITS SELECTION TO ACHIEVE ITS INTENDED RESULTS, AND FOR ITS USE, AND RESULTS OBTAINED THEREFROM.

9.8. Company shall not be responsible for any claimed breach of warranty arising out if i) modifications to Products made by Customer or any party other than Company, (ii) Customer's failure to use any Updates or other corrected versions of Products made available by Company, (iii) Errors caused by customizations, (iv) any use of Products by Customer that is outside the operating procedures stated in the Documentation, (v) adherence to Customer's instructions by Company during the delivery of Consulting Services.

10. Indemnification

10.1. **IP Indemnification.** Company shall defend Customer against any third party Infringement Claim. Further, Company will indemnify Customer 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 or settlement. Company's obligation to defend, settle, or indemnify Customer are subject to: (i) Customer promptly notifies Company in writing of an Infringement Claim such that Company is not prejudiced by any delay of such notification; (ii) Company has sole control over the defense and any settlement of any Infringement Claim; and (iii) Customer provides reasonable assistance in the defense of same. For the purposes of these terms, "Infringement Claim" means any claim, suit or proceeding brought against Customer based on an allegation that the Product(s), excluding any Open Source Software, as delivered by Company, infringes any patent or copyright or violates any trade secret rights of any third party.

10.2. **Remedies.** If Customer's use of any of the Products is, or in Company's opinion is likely to be, enjoined as a result of an Infringement Claim, Company shall, at its sole option and expense, either (i) procure for Customer the right to continue to use the Products as contemplated in an Order, or (ii) replace or modify the Services to make their use non-infringing without degradation in performance or a material reduction in

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functionality. If options (i) and (ii) are not reasonably available, Company may, in its sole discretion and upon written notice to Customer, cancel access to the Products and refund to Customer any prepaid, but unused, Fees on the Products.

10.3. **Exclusions.** Company assumes no liability, and shall have no liability, for any Infringement Claim based on (i) Customer's access to and/or use of the Products following notice of an Infringement Claim; (ii) any modification of the Products by Customer or at its direction; (iii) Customer's combination of the Products with third party programs, services, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Company or involving any marking or branding applied at Customer's request. THE FOREGOING STATES COMPANY'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.

11. **Limitation of Liability** EXCEPT FOR (a) A BREACH BY CUSTOMER OF SECTION 2 (b) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING TRADE SECRETS, (c) DAMAGES FOR BODILY INJURY, DEATH, DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, AND (d) TO THE EXTENT PERMITTED BY APPLICABLE LAW (THE "EXCLUDED MATTERS"), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; and (v) UNAVAILABILITY (EXCLUDING CREDITS DUE FOR ANY SERVICE LEVEL AGREEMENT OBLIGATION) OR NON-PERFORMANCE OF ANY OR ALL OF THE SERVICES, IN EACH CASE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. EXCEPT FOR THE EXCLUDED MATTERS, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF, SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE PRODUCT(S) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY, OR IN THE CASE OF MAINTENANCE, CONSULTING SERVICES OR EDUCATION SERVICES, THE AMOUNTS PAID FOR THE APPLICABLE SERVICE. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER ANY ORDER.

12. **U.S. Government End-Users** If Customer is a U.S. Government agency, Customer hereby acknowledges and agrees that the Products constitute "Commercial Computer Software" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement ("DFARS") (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this Agreement. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or these license terms are deemed not applicable, Customer hereby acknowledges that the Government's right to use, duplicate, or disclose the software and related Documentation are "Restricted Rights" as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable. Manufacturer is Cloud Software Group, Inc., 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309.

13. **Export Restriction and Compliance with Laws** Customer acknowledges that the Products are subject to U.S., foreign, and international export controls and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Customer specifically shall not, directly or indirectly, allow access to or use of the Products in embargoed or sanctioned countries/regions, by sanctioned or denied persons, or for prohibited end-uses under U.S. law without

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authorization from the U.S. government.

14. Trial and Development Usage

14.1. **Trial Usage.** If a Product offering is provided for trial, demonstration, or evaluation use ("Trial") under an Order, Customer may use the Product for the Term stated in an Order for internal demonstration, test, or evaluation purposes only. Company PROVIDES TRIALS "AS IS" AND WITHOUT WARRANTY, MAINTENANCE OR INDEMNITIES. ANY CUSTOMER DATA PROVIDED BY CUSTOMER TO COMPANY IN CONNECTION WITH A TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME PRODUCT AS THOSE COVERED BY THE TRIAL OR EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. These terms supersede any conflicting terms and conditions in this Agreement. Trial versions may be suspended or terminated at any time by Company in its sole discretion with or without notice to Customer. Notwithstanding anything to the contrary in this Agreement, Products subject to Trial license may be deployed by Customer on AWS, Microsoft Azure, or similar environments.

14.2. **Developer Evaluation.** Products provided for Developer evaluation, or described as "Alpha," "Beta," "Tech Preview," or "Labs" by the Business Unit under an Order, may be used for development evaluation purposes only, must not be used or deployed in or on a Production or non-evaluation development environment, and are provided "AS IS" without Maintenance or any warranties or indemnities. Such offerings may contain bugs, errors, and other defects. Company does not make any representations, promises, or guarantees that such offerings will be publicly announced or made generally available. Such offerings can be suspended or terminated at any time by Company in its sole discretion with or without notice to Customer. Notwithstanding anything to the contrary in this Agreement, such offerings may be deployed by Customer on AWS, Microsoft Azure, or similar environments.

15. Miscellaneous

15.1. **Assignment.** Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without Company's prior written consent. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party's successors or permitted assigns.

15.2. **Extraordinary Corporate Event.** If Customer or its successors or assigns enters into an Extraordinary Corporate Event after an Order Effective Date, those users, divisions, or entities that were added to or divested from Customer's organization as a result of the Extraordinary Corporate Event are not authorized to use the Products until those users, divisions, or entities are added to this Agreement by way of a written amendment signed by duly authorized officers of the Company and Customer, or in the case of a divesture, the divested entity. "Extraordinary Corporate Event" means a corporate transaction which results in Customer divesting business operations and related assets to another or new entity, or acquiring, being acquired by, merged, or otherwise combined with another entity or into another entity's legal or corporate structure (including an acquisition of all or substantially all of the assets of another entity) which, prior to the corporate transaction, was not part of the Customer or its legal or corporate structure.

15.3. **Audit.** During the term of any Order and for a period of one year following termination of an Order, Company and/or its independent auditors, at Company's expense, may, upon 10 days' notice and at reasonable times, audit Customer's compliance with this Agreement, and report any results to Company and its licensors. Customer shall, at no cost to Company, (i) provide any assistance reasonably requested by Company or its designee in conducting any such audit, including installing and operating audit software and (ii) make requested systems, personnel, records, and information available to Company or its designee to facilitate the timely completion of such audit. Customer's failure to comply with the provisions of this section will constitute a material breach of this Agreement. Customer shall promptly cure any noncompliance, and if

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the audit reveals Customer's noncompliance exceeds 5% of its entitlement, Customer shall reimburse Company for the reasonable costs and expenses of the audit (including but not limited to reasonable attorneys' fees); provided, however, that the obligations under this section do not constitute a waiver of Company's termination rights and do not affect Company's right to payment for Products related to usage in excess of the Number of Units. Further, Customer acknowledges that Company uses license telemetry reporting to measure Software usage for its legitimate business interests, including license compliance, and Customer shall not interfere with such reporting features in accordance with Documentation and Maintenance (if applicable to the licensed Software).

15.4. **Notices.** All notices required under this Agreement must be in writing and delivered to the address last designated on the account for Customer, and the Company contracting entity as specified in the Agreement or Order. Notice is deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation of receipt; or (iii) five (5) days after deposit in the mail. A copy of all legal notices from Customer to Company must also be sent to contract-notice@tibco.com. or other email addresses provided by Company. Company may provide Customer with non-legal notices through www.mycitrix.com and/or through in-product messaging or dashboards, which shall likewise be deemed effective immediately.

15.5. **Entire Agreement; Order of Precedence.** The Agreement sets forth the entire agreement and understanding of the parties relating to its subject matter and supersedes all prior and contemporaneous oral and written agreements. Any conflict between these terms and any supplementary terms is subject to the following order of precedence: (1) an Order, (2) the Business Unit Terms, and (3) this End User Agreement. Nothing contained in any Customer Purchase Order or other document submitted by Customer shall in any way add to or otherwise modify the Agreement or any Company license program terms under which an Order is submitted. The Business Unit Terms, Service Descriptions, Maintenance terms, Security Exhibit, or DPA may be updated by Company from time to time without notice (but will be identified by the last updated date). Customer's continued access to and use of the Products constitutes acceptance of the then-current terms.

15.6. **Headings.** Captions and headings are used in the Agreement are for convenience only, are not a part of this Agreement, and are not to be used in interpreting or construing this Agreement.

15.7. **Validity.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

15.8. **Relationship of the Parties.** The parties are independent contractors and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. Company may subcontract responsibilities under this Agreement, but remains responsible for its breach of this Agreement by the acts or omissions of Company or its subcontractors. Company's Affiliates may fulfill obligations under an Order and such activity is not considered to be a subcontracted responsibility.

15.9. **Resellers.** Company Authorized Resellers and distributors do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Company.

15.10. **Waiver.** No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by such party. Company failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative.

15.11. **Force Majeure.** Neither party will be responsible or have any liability for any delay or failure to perform its non-monetary obligations hereunder to the extent due to unforeseen circumstances or causes beyond its

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reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, pandemics, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather ("Force Majeure"). The affected party will give the other party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

15.12. **Governing Law and Venue.** 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 Ireland and subject to the exclusive jurisdiction of the courts of Ireland. Otherwise, the Agreement is governed by the laws of the State of Florida and Customer agrees that it must institute any suit, action, or proceeding arising out of this Agreement in the state or federal courts located in Broward County, Florida. Customer hereby waives any objection that it may have to Licensor instituting any suit, action, or proceeding arising out of this Agreement in the state or federal courts located in Santa Clara County, California, and Customer hereby irrevocably consents to the personal jurisdiction of any such court in any such suit, action, or proceeding. 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.

15.13. **Third Party Beneficiary.** Except as expressly stated, the 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.

16. Country Specific Terms

16.1. **Australia.** If the Company contracting entity is incorporated in Australia, the following terms apply:

16.1.1. To the maximum extent permitted under the Australian Consumer Law (ACL), the liability for breach of any guarantee under the ACL (other than a guarantee under section 51, 52 or 53) is limited to, at Company's option:

16.1.1.1. in the case of goods, to: (i) the replacement of the goods or supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and

16.1.1.2. in the case of services, to: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again (ACL Liability Limit). Where Customer acquires Services as a "consumer" (as defined under the ACL) and the ACL Liability Limit does not apply or is not otherwise enforceable:

16.1.1.3. our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

16.1.2. For major failures with the service, Customer is entitled:

16.1.2.1. to cancel your service contract with us; and

16.1.2.2. to a refund for the unused portion, or to compensation for its reduced value.

16.1.3. Customer is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, Customer is entitled to have the failure rectified in a reasonable time. If this is not done, Customer is entitled to a refund for the goods and to cancel the contract for the Product and obtain a refund of any unused portion. Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the

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goods or service; and

16.1.4. the benefits to Customer under any "warranty against defects" (as defined in Regulation 90 issued under the ACL) are in addition to other rights and remedies under a law in relation to the goods or services to which the warranty relates. A claim under any such warranty must be provided in accordance with section 15.4 (Notices) and Customer is responsible for its expenses incurred in making a claim.

Addenda:

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zlib 1.1.4

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Apache Geronimo Servlet 3.0 Spec 1.0

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JSON 20090211

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Hyperic SIGAR 1.6.4

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H2 Database Engine 1.3.176

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SLF4J Simple Logging Facade For Java 1.7.7

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Jackson -High-performance JSON-processor 2.3.3

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jackson-core 2.4.2

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Jackson JSON processor

Jackson is a high-performance, Free/Open Source JSON processing library.
It was originally written by Tatu Saloranta (tatu.saloranta@iki.fi), and has
been in development since 2007.
It is currently developed by a community of developers, as well as supported
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java-classmate 1.1.0

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OpenSSL 0.9.7

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ANTLR, ANother Tool for Language Recognition 2.7.4

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dom4j 1.6.1

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jaxen 1.1

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SNVKit 1.7.9.2

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---
src/test/org/apache/commons/codec/language/DoubleMetaphoneTest.java contains
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Java Server Pages Engine 2.2.2

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  contrib/analyzers/common/src/resources/org/apache/lucene/analysis/snowball
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  http://snowball.tartarus.org/

The KStem stemmer in
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stopword list that is BSD-licensed created by Jacques Savoy. These files reside
in:
contrib/analyzers/common/src/resources/org/apache/lucene/analysis/ar/stopwords.txt,
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contrib/analyzers/common/src/resources/org/apache/lucene/analysis/ro/stopwords.txt,

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contrib/analyzers/common/src/resources/org/apache/lucene/analysis/bg/stopwords.txt,
contrib/analyzers/common/src/resources/org/apache/lucene/analysis/hi/stopwords.txt
See http://members.unine.ch/jacques.savoy/clef/index.html.

The German,Spanish,Finnish,French,Hungarian,Italian,Portuguese,Russian and
Swedish light stemmers
(common) are based on BSD-licensed reference implementations created by Jacques
Savoy and
Ljiljana Dolamic. These files reside in:
contrib/analyzers/common/src/java/org/apache/lucene/analysis/de/GermanLightStemmer.java
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contrib/analyzers/common/src/java/org/apache/lucene/analysis/fi/FinnishLightStemmer.java
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contrib/analyzers/common/src/java/org/apache/lucene/analysis/hu/HungarianLightStemmer.java
contrib/analyzers/common/src/java/org/apache/lucene/analysis/it/ItalianLightStemmer.java
contrib/analyzers/common/src/java/org/apache/lucene/analysis/pt/PortugueseLightStemmer.java
contrib/analyzers/common/src/java/org/apache/lucene/analysis/ru/RussianLightStemmer.java
contrib/analyzers/common/src/java/org/apache/lucene/analysis/sv/SwedishLightStemmer.java

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stopword list that is BSD-licensed created by the Carrot2 project. The file
resides
in
contrib/analyzers/stempel/src/resources/org/apache/lucene/analysis/pl/stopwords.txt.
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Includes lib/servlet-api-2.4.jar from Apache Tomcat
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 - Xerces (contrib/benchmark/lib/xercesImpl-2.9.1-patched-XERCESJ-1257.jar)

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XML4J 4.3

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Java Mirror API

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Ispell 3.1.20

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The following files in the plug-in JAR shall be defined as the native code
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swt-xulrunner-win32-xxxx.so (where "xxxx" is the version number)
swt-xpcominit-win32-xxxx.so (where "xxxx" is the version number)

The following files in both the plug-in JAR and the src.zip shall be defined
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The contents of the directory org/eclipse/swt/internal/mozilla (but not
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The IJG's website is located at http://ijg.org.

The class org.eclipse.swt.internal.image.JPEGFileFormat is based on following
files from LIBJPEG:

cderror.h
cdjpeg.h
jchuff.h
jdcolor.c
jdct.h
jdhuff.h
jerror.h
jidctint.c
jinclude.h
jmemsys.h
jmorecfg.h
jpegint.h

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jpeglib.h
jversion.h
transupp.h

The class org.eclipse.swt.internal.image.JPEGDecoder is based on the following files from LIBJPEG:

jcapimin.c
jcapistd.c
jccoefct.c
jccolor.c
jcdctmgr.c
jchuff.c
jcinit.c
jcmainct.c
jcmarker.c
jcmaster.c
jcomapi.c
jcparam.c
jcphuff.c
jcprepct.c
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jdapistd.c
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jidctfst.c
jidctint.c
jidctred.c
jpegtran.c
jquant1.c
jquant2.c
jutils.c
cderror.h
cdjpeg.h
jchuff.h
jconfig.h
jdct.h
jdhuff.h
jerror.h
jinclude.h
jmorecfg.h
jpegint.h
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jversion.h
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The following changes were made to the LIBJPEG code in the Content:

In Java, pointer math is not allowed so indexing was used instead.
Function pointers were replaced with switch statements.
The virtual memory, tracing and progress monitoring were removed.
The error handling was simplified and now uses Java exceptions.

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ASM 5.0.1

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 */
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*
Eclipse Modeling Framework (EMF) 2.10.1
org.eclipse.emf.codegen_2.10.0.v20140901-1055
org.eclipse.emf.ecore_2.10.1.v20140901-1043

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Tomcat 3.2.4

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The JET binary code can be found in the plug-in JAR in the
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> org.eclipse.emf.ecore.xml.type.internal.DataValue
> org.eclipse.emf.ecore.xml.type.internal.RegEx
> org.eclipse.emf.ecore.xml.type.internal.XMLCalendar
> org.eclipse.emf.ecore.xml.type.internal.XMLDuration

are based on code from the following packages in XML4J:

> org.apache.xerces.impl.xpath.regex
> org.apache.xerces.util
> org.apache.xerces.impl.dv
> org.apache.xerces.impl.dv.util
> org.apache.xerces.impl.dv.xs

and shall be defined as the "XML4J Derivative Work."

The XMLJ Derivative Work binary code can be found in the plug-in JAR in the following files:

> org\eclipse\emf\ecore\xml\type\internal\DataValue.class
> org\eclipse\emf\ecore\xml\type\internal\RegEx.class
> org\eclipse\emf\ecore\xml\type\internal\XMLCalendar.class
> org\eclipse\emf\ecore\xml\type\internal\XMLDuration.class

The XMLJ Derivative Work source code can be found in src.zip in the following files:

> org\eclipse\emf\ecore\xml\type\internal\DataValue.java
> org\eclipse\emf\ecore\xml\type\internal\RegEx.java
> org\eclipse\emf\ecore\xml\type\internal\XMLCalendar.java
> org\eclipse\emf\ecore\xml\type\internal\XMLDuration.java

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org.apache.xerces_2.9.0.v201101211617

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org.apache.xml.resolver_1.2.0.v201005080400

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javax.xml.stream_1.0.1.v201004272200

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org.apache.commons.discovery_0.2.0.v201004190315

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1.1.2.1

2007/04/24 04:02:25 david_williams Exp $
 * $Revision: 1.1.2.1 $
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org.apache.velocity_1.5.0.v200905192330
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org.apache.wsil4j_1.0.0.v200901211807
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org.eclipse.jst.standard.schemas_1.2.200.v201402052029

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org.eclipse.persistence.antlr_3.2.0.v201302191141

ANTLR v3.2

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org.eclipse.persistence.internal.libraries.antlr.* packages.

The source is available with the project's subversion repository. The binaries are distributed

within the eclipselink.jar and in the org.eclipse.persistence.antlr_3.2.0.v*.jar bundle.

org.eclipse.persistence.asm_5.0.1.v201405080102

ASM v5.0.1

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org.eclipse.wst.standard.schemas_1.0.700.v201304171715
org.eclipse.wst.xsl.core_1.1.301.v201405151730

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org.jdom_1.1.1.v201101151400

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Go Testify: v1.4.0

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gopkg.in/yaml.v2: v2.2.2

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go-playground-validator: v10.4.1

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go-playground/locales: v0.13.0

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go-playground-universal-translator: v0.17.0

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leodido/go-urn: v1.2.0

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Go-YAML: 1.9.7

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golang.org/x/crypto: Master

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golang.org/x/tools: Master

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*
gopkg.in/check v1

Gocheck - A rich testing framework for Go

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go-playground/assert 2.0.1

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Go 1.20

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golang.org/x/xerrors v0.0.0-20220907171357-04be3eba64a2

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golang.org/x/sys 0.8.0

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go-isatty 0.0.18

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go-colorable 0.1.13

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fatih/color 1.15.0

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org.eclipse.emf.common 2.4: 2.4.0.v200806091234

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IBM Java Platform Standard Edition (JRE) (J2RE) 8.0SR5

IBM(R) SDK, Java(TM) Technology Edition, Version 8
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(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.

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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.

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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

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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

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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

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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):

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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

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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

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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

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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

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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 down loaded 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

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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

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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)

NOTICES AND INFORMATION

IBM(R) 32-bit SDK for AIX, Java(TM) Technology Edition, Version 8
IBM(R) 64-bit SDK for AIX, Java(TM) Technology Edition, Version 8

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B.16 - X Window System 6.8

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B.17 - zlib 1.2.7

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B.18 - Mozilla Rhino v1.7R3

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B.39 - libFFI 3.0.13

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*/
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B.43 - NVIDIA materials

The Program includes portions of the software components, listed immediately
below
 * Thrust
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/usr/local/cuda-#.#

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Description

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Component : CUDA FFT Library
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Eclipse Equinox OSGi Framework 3.8.0.20120529-1548

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HyperSQL Database 2.2.9

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jquery-wiggle master-20101007

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shred 0.8.3

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highlight,js 7.3

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WSDL4J - wsdl4j:wsdl4j 1.6.3

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Pull API for parsing MIME messages - MIMEpull 1.9.3

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JSR-311 - JAX-RS - The Java API for RESTful Web Services (Jersey) - 2.7.0

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JSR 353 (JSON Processing) Default Provider 1.0

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ASM Core 5.0.3

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beanvalidation-api 1.1.0.Final

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io.swagger 1.5.3

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jersey-core-server - org.glassfish.jersey.core:jersey-server: 2.22.1

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Jackson-annotations 2.6.5

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Jackson-dataformat-YAML 2.6.5

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HTTP-Proxy-Servlet 1.9

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rabbitmq-java-client v4_1_0

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jwt-decode 1.4.28

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SLF4J API Module: 1.7.25

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swagger-parser: 1.0.35

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Ecwid Consul API 1.3.1

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slf4j-api: 1.7.25

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jolt: jolt-0.1.1

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org.glassfish.javax.json: 1.0.4

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JavaMail API: 1.6.2

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HdrHistogram: HdrHistogram-2.1.12

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jakarta.xml.bind-api: 2.3.3

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ScribeJava APIs: 6.9.0

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ScribeJava Core: 6.9.0

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jQuery: 3.5.1

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javax.annotation-api : 1.3.2

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oauth-client (jersey.java.net/jersey-contribs/jersey-oauth/oauth-client): 2.21.1

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angular.js: 1.8.0

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Bootstrap: 3.4.0

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httpcore 4.4.13

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OkHttp: 4.9.1

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ant-swing: 1.10.9

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jetty-schemas-3.1

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plexus-utils: plexus-utils-3.3.0

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micrometer-registry-prometheus: 1.7.3

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protobuf-java-util: 3.17.2
haon@google.com

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proto-google-common-protos: 2.0.1

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opentelemetry-context 1.3.0

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grpc-api 1.38.0

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jackson-databind: 2.13.2.1

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protobuf-java: 3.19.4

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Spring-aop 5.3.18

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Spring Beans 5.2.22

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Postgresql: 42.4.2

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swagger-parser-v3: 2.0.33

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ASM Tree: 9.3

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ASM: 9.4

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protobuf-java 3.21.7

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org.eclipse.equinox.util 1.1.300

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HyperSQL Database Engine (HSQLDB) - hsqldb: 2.7.1

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Apache Mina SSHD :: Core: 2.9.2

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postgresql: 42.5.1

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jackson-databind: 2.14.1

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protobuf-java: 3.21.10

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*
spring-security-core: 5.7.5

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Spring Security Web: 6.0.0

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Equinox SDK Bundle org.eclipse.equinox.console.ssh: 1.2.1000

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joda-time: 2.10.2

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joni: joni-2.1.14

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jsoup: 1.14.2

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tomcat-embed-core: 10.0.27

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JSON Utilities 0.1.1

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rhino-js-engine 1.7.10

alex@inspiracio.cat

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json generator: 0.4.7

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jsonschemafriend-core-0.12.2

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Angular UI 0.4.0

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passport-local - jaredhanson/passport-local 1.0.0

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angular-mocks 1.5.5

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joda-time 2.8.1

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moment: 2.17.1

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Chart.js: 1.0.2

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Angular UI Router 1.1.36

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Angular UI Router 0.4.2

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bootstrap 3.3.32

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core-js 0.9.36

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jasmine 2.5.37

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uglify-js 2.6.28

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async 2.1.4

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body-parser 1.17.0

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cors 2.8.1

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denodeify 1.2.1

Matt Andrews

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cryptiles 3.1.2

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dotenv 4.0.0

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bcrypt-pbkdf 1.0.1

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express 4.14.1

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winston 2.3.1

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helmet 3.4.0

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http-proxy 1.16.2

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pg-client 0.0.5

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json-file-store 0.2.6

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brianc - node-postgres v6.1.5

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node-mongodb-native 2.2.26

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passport - jaredhanson/passport 0.3.2

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js-data 2.10.0

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extract-text-webpack-plugin: 1.0.1

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form-data: 2.3.1

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mssql 3.3.0

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java-jwt 3.4.0

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node-oracledb 3.1.0

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ion-java: v1.0.2

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Apache HttpAsyncClient - org.apache.httpcomponents:httpasyncclient: 4.1.4

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Docker Image for Node.js: 10.15.3

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Cloud Foundry buildpack for Node.js: 10.15.3

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httpcore: 4.4.11

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@types/xml-js: 1.6.11

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com.amazonaws:jmespath-java: 1.11.740

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