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- 3. Consulting Services.** Customer may procure Consulting Services under an Order Form. Unless otherwise expressly agreed in an Order Form, all Consulting Services will be: (a) performed on a time and materials basis ("T&M"), with meals, lodging, travel and other reasonably necessary out-of-pocket expenses, such as hardware and software acquired by Licensor to support the project ("Expenses"), invoiced in addition to T&M fees, and (b) deemed accepted upon delivery. Materials are owned by and remain the confidential information of Licensor, excluding Output.
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- 8. Additional Customer Obligations.** (a) Except in the case of Software Services provided by Licensor or as may be otherwise set forth in an Order Form, Customer is responsible for performing and securing a full system, data back-up on a regular basis (the frequency of which shall be at the Customer's sole discretion) and retaining an electronic copy of Customer's data derived from the back-up, which is stored in a secure place at an alternate location. Licensor assumes no responsibility and accepts no liability for the protection, loss, destruction or maintenance of Customer's data even though Licensor may from time to time recommend daily system back-up and verification procedures. (b) Customer shall provide Licensor with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Licensor in order to perform its obligations under this Agreement, including but not limited to, providing security access, information, and software interfaces to Customer's applications. Customer acknowledges and agrees that Licensor's performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer. Licensor shall be entitled to rely on all decisions and approvals of Customer.
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- 10. Indemnity Exclusions.** Licensor shall not be liable to the extent any claim regarding Customer's use of the Licensor Software, Software Services and Materials is based upon or attributable to: (a) modifications made by Customer to the Licensor Software, Software Services and Materials or portions thereof; (b) such claim would have been avoided by use of the then current release of the Licensor Software, or Software Services made available to Customer; (c) Customer's continued allegedly infringing activity after being provided with modifications that would have avoided the alleged infringement; or (d) Customer's Output.
- 11. Remedies.** In the event of a breach of an indemnification obligation that arises under the section entitled "Indemnity", Licensor's liability and Customer's sole and exclusive remedy (IN ADDITION TO THE "INDEMNITY") shall be for Licensor at its own expense, to either (a) repair, replace or modify the affected Licensor Software or Software Services or re-perform the affected Consulting Services or (b) alternatively, procure for Customer the right to continue to use the affected Licensor Software, Software Services, or Materials. If the foregoing remedies are not commercially feasible (in the reasonable opinion of Licensor), Licensor may (i) cancel the applicable Order form and, as applicable, for the AFFECTED Licensor Software or Software Services, refund the license fees and any unearned maintenance fees paid to Licensor by Customer for the affected Licensor Software or Software Services, or (ii) for Consulting Services refund all amounts paid to Licensor by Customer for the affected Consulting Services.
- 12. Warranties and Disclaimers.** THE WARRANTIES, IF ANY, SET FORTH IN THE SUPPLEMENTAL TERMS ARE IN LIEU OF, AND LICENSOR, ITS LICENSORS, WEBHOST, DATACENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, MATERIALS OR SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER TO ACHIEVE CUSTOMER'S INTENDED RESULTS. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, LICENSOR CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. ALL ALPHA, BETA, DEVELOPER EVALUATION, FREE TRIAL AND EVALUATION LICENSES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS, WITHOUT WARRANTIES OF ANY KIND, MAINTENANCE OR

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- 14. Export.** Software, Software Services, Documentation, Materials and related technical data, are subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations and may be subject to export or import regulations of other countries. Customer hereby agrees that it will not export or re-export or provide access to the Software, Software Services, Documentation, and Materials in any form in violation of any applicable export or import laws of any jurisdiction.
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- 16. Term and Termination.** This Agreement shall remain in effect until termination or expiration of all Order Forms, unless otherwise terminated earlier as provided hereunder. Either party may terminate: (a) this Agreement and/or any or all applicable Order Forms upon thirty (30) days prior written notice if the other party breaches a material provision of this Agreement and fails to cure such breach within the thirty (30) day notice period; (b) Maintenance, Term License or Subscription, upon prior written notice at least sixty (60) days prior to the end of any applicable annual Maintenance period or Term; or (c) an Order Form for Consulting Services, upon fifteen

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

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

18. General Provisions

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

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

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

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

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

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

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

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

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

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

require Licensor's prior written consent.

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

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

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

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

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

19. Agreement Structure and Scope.

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

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

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

Addenda:

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AEIfred XML Parser

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AN4 - Alphanumeric database

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ANTLR, ANother Tool for Language Recognition 2.7.7

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Code Project - A Custom Block Allocator for Speeding Up VC++ STL 1.4

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Code Project - Add Crash Reporting to Your Applications with the CrashRpt Library 1.1

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Code Project - An STL-like bidirectional map 1.3

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Code Project - CHyperLink: a simple MFC HyperLink button class with any size
32bpp i 1.0

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Code Project - ListCtrl - A WTL list control with Windows Vista style item selection 1.0

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Code Project - Menu Images using C# and IExtenderProvider - a better mousetrap!

1.0

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Code Project - Report control - an Outlook 2000 style SuperGrid Report Control



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Code Project - Table Size Selector Control 1.0

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Code Project - Windows Forms, Custom Controls Part 1: Mastering DragDrop 1.0

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Code Project - XMessageBox - A reverse-engineered MessageBox() 1.0

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Code Project - XWinVer - Simple class to get Windows OS version 1.2

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Code Project - Yet Another VS.NET-like ToolBox 1.0

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D3.js - org.webjars:d3js 3.5.5

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Apache QPID PubSub API 1.0

NPOI

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Dom4j 1.6.1

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DisptachPtr 1

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Extended CComboBox 1

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FileSaver.js 1.3.3

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Fody 1.24

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Font-Awesome 4.5.0

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Giga BASE 3.72

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Groovy 1.8.9

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Hibernate JPA 2.0 API 1.0.0 Final

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IColumnsRowsetImpl 1

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IronPython: 2.7.5

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Version 2.0, January 2004

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Mersenne Twister with improved initialization 17

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PHP HTTP protocol client v.20160502

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Revised 4/9/2015

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PropertyChanged.Fody 1.43.1

Simon Cropp

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The Java Persistence API - JPA

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Tooltip jQuery plugin 1.3

TipTip

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Windows Registry Utility 0.3

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angular-chart.js 0.8.8

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angular-keyboard 0.3.0

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angular-translate 2.5.0

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angular-ui-router 0.2.15

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angular.js: 1.3.18

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atldispa.h - Dynamic IDispatch handler

```
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// Beware of bugs.
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browser 1.0.0

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Chart.js: 1.0.2

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clrzmq4 v.20161204

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cminpack 1.0

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colorama 0.3.1

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crashrpt 3.0.2.1

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decorator for python 4.0.9

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dotNetInstaller

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flot 0.6

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font-squirrel 0.0.1

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hazelcast 3.3

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hppc 0.6.0

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html5lib-python 1.0b3

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htmlArea 2.03

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inflection-js r38

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ipython_genutils 0.2.0

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jquery 1.7.1

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jQuery BlockUI Plugin 2.64.0

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jQuery UI - jquery/jquery-ui on GitHub 1.10.3

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jQuery Yet Another Enter To Tab plugin v0.9.5

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jQuery-File-Upload v9.18.0

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jQuery timepicker 0.9.9



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jackson-databind 2.2.3

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jquery 1.10.2

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jquery-json 2.2

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jquery-migrate 1.2.1

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jQuery numeric 1.3

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jQuery Dimensions 1.0b2

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jquery.hotkeys 0.8

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jQuery Numpad Decimal Separator 1.1.5

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jsTree: pre1.0 stable:

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json3 3.3.0

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jstree 3.3.1

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jstree 3.3.2

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jupyter_client 4.3.0

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jupyter_core 4.2.0
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libiconv 1.9

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libjpeg 6b

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libmng - libmng-devel 1.0.9

/* zlib.h -- interface of the 'zlib' general purpose compression library

version 1.2.11, January 15th, 2017

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*/

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libsvm 320

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Libzip 1.2.0

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minimal-json 0.9.1

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mockito 1.9.5

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moreartyjs

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msinttypes r26

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ng-color-pick 0.1.3

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ng-picky 0.1.0

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numeric 1.1.3

Numeric Javascript

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numeric 1.2.6

Numeric Javascript

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numpad-decimal-separator 1.1.5

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open-sans 1.4.2

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opencv 3.1.0

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orientdb-etl 2.0.14

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pip 1.5.6

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pipes 2.6.0

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pugixml 1.2

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pysqlite

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rapidjson 1.0.2

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setuptools 3.6

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sigmajs 1.3.0

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svdlibc 1.4

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tornado 1.0.0

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traitlets 4.3.0

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ui-router 0.2.15

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ui-select 0.11.2

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urllib3 1.16

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xml-conv-json 1.0.0

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zlib: 1.1.3

/* zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.11, January 15th, 2017

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Zlib 1.2.3

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