

## Third Party Terms

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TP Product Name	TP Product Version
activation	1.1
activation	1.1.1
AES Encryp/Decryp	20090123
Ant	1.6.5 /1.7.x
antlr-project	2.7.7
aopalliance	1
aopalliance	1
Apache Avalon	20020806
Apache Axiom	1.2.x
Apache Axiom	1.2.x
Apache Axis	1.3
Apache Axis	1.4
Apache Axis2	1.4.x
Apache Batik	1.x
Apache Commons HTTP Client Eclipse Plug-in	3.1.0
Apache Commons Lang	2.x
Apache Derby	10.x
Apache FOP (Formatting Objects Processor)	1.0
Apache Jackrabbit	1.x
Apache Neethi	2.0.x
Apache Serializer	2.x
Apache Serializer	2.x
Apache Serializer	2.x
Apache SOAP	2.3.1
Apache Velocity	1.5
Apache XML Commons Resolver	1.2
Apache XML Commons Resolver	1.2
Apache	2.0.x

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TP Product Name	TP Product Version
apache-ant	1.7.1
apache-ant	1.8.2
apache-axis	1.4
apache-axis2	1.6.2
apache-axis2-transport	1.0.0
apache-bcel	5.2
apache-bcel	5.2
apache-commons-collections	3.2.1
apache-commons-compress	1.9
apache-commons-fileupload	1.3
apache-commons-httpclient	3.1
apache-commons-httpclient	3.1
apache-commons-io	2.4
apache-commons-lang	2.5
apache-commons-lang	2.6
apache-commons-logging	1.0.3
apache-derby	10.5.1
apache-felix	3.2.2
apache-httpclient	4.1.3
apache-httpcore	4.1.4
apache-httpcore	4.2.2
apache-jakarta-commons-beanutils	1.8.3
apache-jakarta-commons-cli	1.1
apache-jakarta-commons-codec	1.4
apache-jakarta-commons-codec	1.4
apache-jakarta-commons-codec	1.6
apache-jakarta-commons-codec	1.9
apache-jakarta-commons-collections	3.2.1
apache-jakarta-commons-collections	3.2.1
apache-jakarta-commons-collections	3.2.1
apache-jakarta-commons-configuration	1.6
apache-jakarta-commons-configuration	1.6
apache-jakarta-commons-digester	1.8.1
apache-jakarta-commons-discovery	0.4
apache-jakarta-commons-discovery	0.4
apache-jakarta-commons-jxpath	1.3
apache-jakarta-commons-lang	2.6
apache-jakarta-commons-logging	1.1.1
apache-jakarta-commons-logging	1.1.1
apache-jakarta-commons-logging	1.2
apache-jakarta-oro	2.0.8
apache-jakarta-regexp	1.4

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TP Product Name	TP Product Version
apache-jakarta-velocity	1.5
apache-jakarta-velocity	1.5
apache-log4j	1.2.16
apache-log4j	1.2.16
apache-log4j	1.2.16
apache-log4j	1.2.17
apache-mime4j	0.7.3-SNAPSHOT
apache-mina	2.0.2
apache-mina-sshd	0.7
apache-qpids-jms	0.3.0
apache-rampart	1.6.2
apache-shiro	1.2.1
apache-shiro	1.2.3
apache-synapse	2.1
apache-tomcat	6.0.24
apache-tomcat	7.0.62
apache-xalan-j	2.7.1
apache-xerces-j	2.11.0
apache-xerces-j	2.11.0
apache-xerces-j	2.9.1
apache-xml-graphics-commons	1.4
apache-xmlbeans	1.0
apache-xmlbeans	2.4.0
apache-xmlbeans	2.x
apache-xsmlschema	1.4.2
Apple JavaApplication Stub Binary Module	Any Version
as3crypto	1.3
backport-util-concurrent	3.1
beanshell-project	2.0b4
birt	4.4.2
Bouncy Castle	1.40
bouncycastle-bcprov	1.47
c3p0	0.9.1.1
c3p0	0.9.1.1
Castor XML Schema	1.x
Castor	1.0
castor-project	1.3.1
codehaus-woodstox	3.2.9
com.sun.el	2.2.0.v201108011116
Commons CLI	1.x
Commons Codec	1.3
Commons Collections	3.x

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TP Product Name	TP Product Version
Commons DBCP	1.2.x
Commons Discovery	0.2
Commons FileUpload Package	1.2
Commons IO	1.x
Commons Logging	1.x
Commons Pool	1.x
Commons Validator	1.x
commons-lang	2.6
commons-lang	3.1.0
commons-lang3	3.3.2
csrfguard	3.1.0
cyrus-sasl-library	2.1.26
darwin-felix-spnego	r7
dom4j	1.x
eclipse	4.3
eclipse	4.4.2
eclipse-gemini.web.gemini-web-container	2.0.1
eclipse-gemini.web.gemini-web-container	2.2.7
eclipse-jdt-core	3.7.1
eclipse-virgo.util	3
eclipse-virgo.util	3.6
EDU.oswego.cs.dl.util.concurrent	1.3.4
entrust-security-toolkit-TAC#01846	8.0
entrust-security-toolkit-TAC#01846	8.0.33
ESAPI	2.0GA
ExplorerCanvas	3
fasterxml-jackson-annotations	2.3
finagle-core_2.9.2	6.6.2
finagle-thrift_2.9.2	6.6.2
gemini blueprint	1.0.2 RELEASE
gf.aopalliance-repackaged.jar	2.2.0
gf.asm-all-repackaged.jar	3.3
gf.asm.jar	3.1
gf.asm.jar	3.1
gf.bean-validator.jar	4.3.0 (API 1.0)
gf.hk2-api.jar	2.2.0
gf.hk2-locator.jar	2.2.0
gf.hk2-utils.jar	2.2.0
gf.jackson-core-asl.jar	1.9.2
gf.jackson-jaxrs.jar	1.9.2
gf.jackson-mapper-asl.jar	1.9.2
gf.javax.annotation-api.jar	1.20

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TP Product Name	TP Product Version
gf.javax.annotation.jar	1.1
gf.javax.ejb.jar	3.1
gf.javax.ejb.jar	3.1.2.1-SNAPSHOT
gf.javax.el-api.jar	2.2.4
gf.javax.el.jar	2.2.3
gf.javax.enterprise.deploy.jar	1.2
gf.javax.faces.jar	2.1.6 (API 2.1)
gf.javax.inject.jar	2.2.0
gf.javax.jms.jar	1.1
gf.javax.mail.jar	1.4.4 (API 1.4)
gf.javax.management.j2ee.jar	1.1
gf.javax.persistence.jar	2.0.4 (API 2.0)
gf.javax.resource.jar	1.6
gf.javax.security.auth.message.jar	1.0
gf.javax.security.jacc.jar	1.4
gf.javax.servlet-api.jar	3.0.1
gf.javax.servlet.jsp-api.jar	2.2.1
gf.javax.servlet.jsp.jar	2.2.5
gf.javax.servlet.jsp.jstl-api.jar	1.2.1
gf.javax.servlet.jsp.jstl.jar	1.2.1
gf.javax.transaction.jar	1.1
gf.javax.websocket-api.jar	1.1
gf.javax.ws.rs-api.jar	2.00
gf.jaxb-api-osgi.jar	2.2.6
gf.jaxb-api-osgi.jar	2.2.6
gf.jaxb-osgi.jar	2.2.5
gf.jaxm-api.jar	1.1
gf.jaxm-api.jar	1.1
gf.jaxr-api-osgi.jar	1.0
gf.jaxrpc-api-osgi.jar	1.1
gf.jersey-client.jar	1.16
gf.jersey-client.jar	1.16
gf.jersey-client.jar	2.6.0
gf.jersey-common.jar	2.6.0
gf.jersey-container-servlet-core.jar	2.6.0
gf.jersey-container-servlet.jar	2.6
gf.jersey-core.jar	1.16
gf.jersey-core.jar	1.16
gf.jersey-gf-server.jar	1.16
gf.jersey-gf-servlet.jar	1.16
gf.jersey-guava.jar	2.6.0
gf.jersey-json.jar	1.16

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TP Product Name	TP Product Version
gf.jersey-media-sse.jar	2.6.0
gf.jersey-server.jar	2.6.0
gf.osgi-resource-locator.jar	1.0.1
gf.osgi-resource-locator.jar	1.0.1
gf.webservices-api-osgi.jar	2.2
gf.weld-osgi-bundle.jar	1.1.8 (API 1.0)
google-gson	2.2
guava	13.0.1
guava	14.0.1
hamcrest-core	1.1
HSQLDB	1.8.x
httpClient	4.2.3
httpClient	4.4.1
httpClient	4.4.1
httpcore	4.1.3
httpcore	4.4.1
httpcore	4.4.1
HttpCore	4.x
iCal4j	1.0-beta2
ICU - International Components for Unicode	1.8.1
ICU - International Components for Unicode	3.8
ICU - International Components for Unicode	4.0
icu4j	52.1
jackson	2.3.3
Jakarta Commons HTTP Client	3.x
Jakarta ORO	2.0.x
Jalopy	1.x
JArgs	1.1
Java Activation API	1.1.x
Java API for XML Parsing (JAXP)	1.2
Java API for XML Registries (JAXR-API)	1
Java API for XML-based RPC (JAX-RPC)	1.1
Java Architecture for XML Binding (JAXB)	2.x
Java Transaction API (JTA)	1.0.1
Java WSDL API	1.6.2
JavaBeans Activation Framework	1.x
javabeansjaf	1.1
JavaMail	1.4.x
JavaServer Faces Technology (JSF)	1.2.x
JavaServer Pages API (JSP-API)	2.x
JavaServer Pages API (JSP-API)	2.x
javassist	3.18.1-GA

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TP Product Name	TP Product Version
javax.mail	1.4.1
javax.servlet	3.0.0.v201103241009
javax.servlet.jsp	2.2.0.v201103241009
jaxen	1.1
jaxen	1.1
jaxen	1.1.1
jaxen	1.1.1
JaxMe 2	0.5.1
jcl-over-slf4j	1.6.6
jcl-over-slf4j	1.7.5
jcl-over-slf4j	1.7.7
jcommander	1.32
jdk-hp	8.0
jdk-ibm-aix	8.0.0.0
jdk-ibm-zlinux	8.0.0.0
jdk-oracle	1.8.0.45
JDOM Eclipse Plug-in	1.0.0
JDOM	1.0.9.2
JDOM	1.0
Jettison	1.x
Jettison	1.x
jetty	8.1.12.v20130726
jetty	8.1.15
jetty	8.1.15
jetty	8.1.9.v20130131
jfreechart	1.0.7
jibx	1.2
jide-oss	3.3.4
jline	0.9.94
jline	0.9.94
jline-jline2	2.12.0
JMS	1.1
JMXRemote	1.0.1_04
JNDI - Java Naming and Directory Interface	1.2.x
joda-time	1.6
joda-time	1.6.2
jre-java-runtime-environment	1.8.0.51
JSch - Java Secure Channel	0.1.x
jsocks	1.01
JSON-js	2
json-path	0.8.1
json-smart	1.1.1

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TP Product Name	TP Product Version
JSR-170	1.x
JSR-173_API.jar	1.0
jul-to-slf4j	1.6.6
jul-to-slf4j	1.7.5
jul-to-slf4j	1.7.7
junit	4.8.1
JZlib	1.1.1
Kandula2	0.1
Krysalis Barcode	1.0-beta
ldapjdk.jar and ldapfilt.jar	8.0
libthrift	0.9.0
Log4J	1.2.x
log4j-eclipse	1.2.16
logback-classic	1.1.3
logback-core	1.1.3
metrics-core	3.0.1
mime4j	0.7.2
Multi-format Schema Converter based on RELAX NG	1,0
neethi	3.0.2
netty-netty	3.6.6.Final
netty-netty	4.0.17.Final
Nirvana Icon Set	9.0
not-yet-commons-ssl	0.3.x
objectweb-asm	3.1.0.v200803061910
openldap-project	2.4.40
OpenSAML	1.1
opensaml2	2.5.1
opensaml2	2.6.4
openssl	0.9.8za
openssl	1.0.1p
openssl	1.0.1p
openws	1.4.2
openws	1.5.4
org.eclipse.ant.core	3.7.1
org.eclipse.core.variables	3.7.1
owasp-java-encoder	1.1
owasp-java-encoder	1.1
poco	1.6.0
Portlet-API	1.x
protobuf	2.5
qpidd-amqp-1-0-client	0.32
qpidd-amqp-1-0-client-jms	0.32



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TP Product Name	TP Product Version
qpid-amqp-1-0-common	0.32
qpid-proton	0.9.1
Quartz	1.6.x
restlet	2.0.4
ROME	0.9
SAAJ - SOAP with Attachments API for JAVA	1.2
safehaus-jug	2
SAFER SK-128	1.2
sandesha2	1.6.2
Saxon-B	8.9
saxpath	1.0
scala-library	2.9.2
scrooge-runtime_2.9.2	3.1.10
servlet-api_jsr154	2.5
slf4j	1.6.6
slf4j	1.7.7
slf4j	1.7.7
slf4j-api	1.7.12
slf4j-api	1.7.5
slf4j-api	1.7.7
slf4j-jdk14	1.7.1
slf4j-jdk14	1.7.7
slf4j-log4j12	1.7.5
slf4j-log4j12	1.7.7
SNMP++	1.2.3
spdy-core	8.1.15.v20140411
spdy-jetty	8.1.15.v20140411
spdy-jetty-http	8.1.15.v20140411
springframework	3.2.3
springframework	3.2.3
springsource-spring-security-saml	1.0.0.RELEASE
SQLite	3.6.x
Standard Taglib	1.1.x
stax-api	1.0.1
stax-api	1.0.1
swing-layout	1.0.1
Tanuki Java Service Wrapper	3.5.x
Tanuki Java Service Wrapper	3.5.x
tanuki-silveregg-java-service-wrapper-TAC#02032	3.5.20
telerik-kendoui-professional-TAC#03704	2014.1.512
The Eclipse Test Framework	3.2.201
The Streaming API for XML (Stax)	1.x

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TP Product Name	TP Product Version
tomcrypt	1.00
Transform SWF	2.1
twitter-util_2.9.2-6.5.0	6.5.0
validation-api	1.1.0.Final
Visual C++ Runtime Files V10	10
Visual C++ Runtime Files	7.1
Woden	1.x
Woodstox	3.2.x
WSDL4J Eclipse Plug-in	1.6.2
WSDL4J	1.4
wsdl4j	1.6.2
WSDL4J	1.x
wso2-uri-templates	1.0.0
wso2eventing-api	2.1
wss4j	1.6.5
Xalan	2.7.x
Xalan	2.7.x
Xerces Java	2.7.x
Xerces Java	2.8.x
Xerces Java	2.8.x
XML Security	1.4.x
xml-apis	1.3.x
xml-apis	1.x
XMLSchema	1.4.x
xmlsec-java	1.5.6
xmlsec-java	1.5.6
xmlsec-java	1.5.x
xmltooling	1.2.2
xmltooling-java	1.4.4
xsdlib	20031010
Zip64File	1.2

## activation

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## apache-mina-sshd

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The implementation for `org.apache.shiro.util.SoftHashMap` is based on initial ideas from Dr. Heinz Kabutz's publicly posted version available at <http://www.javaspecialists.eu/archive/Issue015.html>, with continued modifications.

Certain parts (`StringUtils` etc.) of the source code for this product was copied for simplicity and to reduce dependencies from the source code developed by the Spring Framework Project (<http://www.springframework.org>).

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

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5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The



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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

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## codehaus-woodstox

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## commons-lang

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## darwin-felix-spnego

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## httpcore

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## Java API for XML-based RPC (JAX-RPC)

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## Java WSDL API

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June, 2008  
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**javabeansjaf**

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(c) "Permitted Use" means the licensed Software use(s) authorized in this Agreement as specified in your Entitlement. The Permitted Use for any bundled Sun software not specified in your Entitlement will be evaluation use as provided in Section 3.

(d) "Service" means the service(s) that Sun or its delegate will provide, if any, as selected in your Entitlement and as further described in the applicable service listings at [www.sun.com/service/servicelist](http://www.sun.com/service/servicelist).

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As selected in your Entitlement, one or more of the following Permitted Uses will apply to your use of Software. Unless you have an Entitlement that expressly permits it, you may not use Software for any of the other Permitted Uses. If you don't have an Entitlement, or if your Entitlement doesn't cover additional software delivered to you, then such software is for your Evaluation Use.

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## JavaMail

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## javassist

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## javax.mail

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### 14. Geographic Scope and Governing Law

#### 14.1 Governing Law

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

#### 14.2 Jurisdiction

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

#### Part 2 - Country-unique Terms

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

- \* Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction);
- \* Americas country amendments to other Agreement terms;
- \* Asia Pacific country amendments to other Agreement terms; and
- \* Europe, Middle East, and Africa country amendments to other Agreement terms.

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

#### 14.1 Governing Law

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

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

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

##### ASIA PACIFIC

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

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

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

(8) in Taiwan: the laws of Taiwan;

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

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

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

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

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

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

#### 14.2 Jurisdiction

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

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

##### AMERICAS

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

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

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

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

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

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

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



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

#### EUROPE, MIDDLE EAST, AND AFRICA

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

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

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

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

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

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

(15) in Italy: the courts of Milan;

(16) in Portugal: the courts of Lisbon;

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

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

#### 14.3 Arbitration

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

#### ASIA PACIFIC

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

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

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

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

All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

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

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

(3) In Indonesia:

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration that shall be held in Jakarta, Indonesia in accordance with the rules of Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or "BANI") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

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

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

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

#### EUROPE, MIDDLE EAST, AND AFRICA

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

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

(5) In Estonia, Latvia, and Lithuania:

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

#### AMERICAS COUNTRY AMENDMENTS

##### CANADA

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

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

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

##### 13. General

The following replaces Item 13.d:

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

The following replaces Item 13.i:

i. No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Licensee except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable to that third party.

The following is added as Item 13.n:

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

##### (1) General

(a) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").

(b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

##### (2) Security Safeguards

(a) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.

(b) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.

(c) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.

(d) Additional or different services required to comply with the Laws will be deemed a request for new services.

### (3) Use

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

### (4) Access Requests

(a) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.

(b) Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.

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

### (5) Retention

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

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

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

## PERU

### 10. Limitation of Liability

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

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

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

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

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

## UNITED STATES OF AMERICA

### 5. Taxes

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

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

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

### 13. General

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

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

The following is added to Item 13.f:

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

## ASIA PACIFIC COUNTRY AMENDMENTS

## Third Party License(s) of Terracotta BigMemory (TAB) Version 4.3.1

### AUSTRALIA

#### 5. Taxes

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

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

#### 8. No Warranties

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

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

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

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

Where IBM is in breach of a condition or warranty implied by the Competition and Consumer Act 2010, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

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

As applies to licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word "country" (for example, "the country in which the original Licensee was granted the license" and "the country in which Licensee obtained the Program license") are replaced with the following:

(1) In Hong Kong SAR: "Hong Kong SAR"

(2) In Macau SAR: "Macau SAR" except in the Governing Law clause (Section 14.1)

(3) In Taiwan: "Taiwan."

### INDIA

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

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

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

#### 13. General

The following replaces the terms of Item 13.g:

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

### INDONESIA

#### 3.3 Term and Termination

The following is added to the last paragraph:

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

### JAPAN

#### 13. General

The following is inserted as Item 13.n:

## Third Party License(s) of Terracotta BigMemory (TAB) Version 4.3.1

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

### MALAYSIA

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

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

### NEW ZEALAND

#### 8. No Warranties

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

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

#### 10. Limitation of Liability

The following is added:

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

### PEOPLE'S REPUBLIC OF CHINA

#### 4. Charges

The following is added:

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

### PHILIPPINES

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

The following replaces the terms of Item 10.2b:

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

### SINGAPORE

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

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

#### 13. General

The following replaces the terms of Item 13.i:

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

### TAIWAN

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

The following sentences are deleted:

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

### EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS

### EUROPEAN UNION MEMBER STATES

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### 8. No Warranties

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

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

#### EU MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW

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

### 13. General

The following replaces Item 13.e:

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

(a) Business Contact Information - business-related contact information disclosed by Licensee to IBM, including names, job titles, business addresses, telephone numbers and email addresses of Licensee's employees and contractors. For Austria, Italy and Switzerland, Business Contact Information also includes information about Licensee and its contractors as legal entities (for example, Licensee's revenue data and other transactional information)

(b) Business Contact Personnel - Licensee employees and contractors to whom the Business Contact Information relates.

(c) Data Protection Authority - the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.

(d) Data Protection & Electronic Communications Legislation - (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.

(e) IBM Group - International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.

(2) Licensee authorizes IBM:

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

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

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

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

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

### AUSTRIA

#### 8. No Warranties

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

#### 8. Warranties and Exclusions

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

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

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

The warranty applies only to the unmodified portion of the Program.

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If the Program does not function as warranted during the warranty period and the problem cannot be resolved with information available, Licensee may return the Program to the party from whom Licensee acquired it and receive a refund of the amount Licensee paid. If Licensee 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 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

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negligence.

b. In the event of loss, damage and frustrated expenditures caused by slight negligence or in breach of essential contractual obligations, IBM will be liable, regardless of the basis on which Licensee is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), per claim only up to the greater of 500,000 euro or the charges (if the Program is subject to fixed term charges, up to 12 months" charges) Licensee paid for the Program that caused the loss or damage. A number of defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one default.

c. In the event of loss, damage and frustrated expenditures caused by slight negligence, IBM will not be liable for indirect or consequential damages, even if IBM was informed about the possibility of such loss or damage.

d. In case of delay on IBM's part: 1) IBM will pay to Licensee an amount not exceeding the loss or damage caused by IBM's delay and 2) IBM will be liable only in respect of the resulting damages that Licensee suffers, subject to the provisions of Items a and b above.

### 13. General

The following replaces the provisions of 13.g:

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

The following replaces the provisions of 13.i:

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

### IRELAND

#### 8. No Warranties

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

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

### IRELAND AND UNITED KINGDOM

#### 2. Agreement Structure

The following sentence is added:

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

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

The following replaces the first paragraph of the Subsection:

For the purposes of this section, a "Default" means any act, statement, omission or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to Licensee, whether in contract or in tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

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

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

The following replaces Items 10.2b and 10.2c:

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

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

Z125-5589-05 (07/2011)



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

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

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

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- 2) If the Program's accompanying documentation expressly allows Licensee to modify the Redistributables, such modification must conform to all directions, instruction and specifications in that documentation and these modifications, if any, must be treated as Redistributables;
- 3) Redistributables may be distributed only as part of Licensee's application that was developed using the Program ("Licensee's Application") and only to support Licensee's customers in connection with their use of Licensee's Application. Licensee's Application must constitute significant value add such that the Redistributables are not a substantial motivation for the acquisition by end users of Licensee's software product;
- 4) If the Redistributables include a Java Runtime Environment, Licensee must also include other non-Java Redistributables with Licensee's Application, unless the Application is designed to run only on general computer devices (for example, laptops, desktops and servers) and not on handheld or other pervasive devices (i.e., devices that contain a microprocessor but do not have computing as their primary purpose);
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## **jdk-ibm-zlinux**

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## jfreechart

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Version 3, 29 June 2007

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## joda-time

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## jre-java-runtime-environment

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## jsocks

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log4j-eclipse

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## logback-core

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## metrics-core

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## Nirvana Icon Set

Silk icon set 1.3

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Mark James  
<http://www.famfamfam.com/lab/icons/silk/>

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## qpuid-amqp-1-0-client-jms

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## SAFER SK-128

### PRELIMINARIES

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SAFER (Secure And Fast Encryption Routine) is a block cipher developed by Prof. J.L. Massey at the Swiss Federal Institute of Technology. There exist four versions of this algorithm, namely: SAFER K-64 [1], SAFER K-128 [2], SAFER SK-64 [3] and SAFER SK-128 [3]. The numerals 64 and 128 stand for the length of the user-selected key, "K" stands for the original key schedule and "SK" stands for the strengthened key schedule (in which a "weaknesses" in the original key schedule has been removed). The complete verbal descriptions of the algorithms are given in the following references:

[1] Massey, J.L., "SAFER K-64: A Byte-Oriented Block Ciphering Algorithm", pp. 1-17 in Fast Software Encryption (Ed. R. Anderson), Proceedings of the Cambridge Security Workshop, Cambridge, U.K., Dec. 9-11, 1993, Lecture Notes in Computer Science No. 809. Heidelberg and New York: Springer, 1994.

[2] Massey, J.L., "SAFER K-64: One Year Later", pp. 212-241 in Fast Software Encryption (Ed. B. Preneel), Proceedings of the K. U. Leuven Workshop on Cryptographic Algorithms, Dec. 14-16, 1994, Lecture Notes in Computer Science No. 1008. Heidelberg and New York: Springer, 1995.

[3] Massey, J.L., "Announcement of a Strengthened Key Schedule for the Cipher SAFER", Sept. 9, 1995, (see file "SAFER\_SK.TXT" on distribution).

### DESCRIPTION

=====

This software package is an implementation of the block-cipher algorithm SAFER (Secure And Fast Encryption Routine). Four versions of that algorithm are implemented, namely: SAFER K-64, SAFER K-128, SAFER SK-64 and SAFER SK-128. The numerals 64 and 128 stand for the length of the user-selected key, "K" stands for the original key schedule and "SK" stands for the strengthened key schedule. A user-interface is also provided to use this algorithms as UNIX, MS-DOS, VMS, ... commands.

Any compiler based on Kernighan & Ritchie C, ANSI C or C++ can be used to compile the source code. Moreover, the input-output behaviour of the executable programs are identical, i.e. the user-command "safer" functions in a compatible manner on any computer.

The source code belongs to the public domain.

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UNIX: No restrictions.

MS-DOS: MS-DOS pipes (|) cannot be used. [Comment: Since the input and output of the user-command "safer" are binary-streams, it cannot be used with an MS-DOS pipe whose input and output must be text-streams]

VMS: VMS translates all upper-case letters given on the command-line to lower-case letters. Thus all key-strings are mapped to their

lower-case representation.

#### FILES ON DISKETTE

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README      this documentation

safer.c      SAFER K-64, SAFER K-128, SAFER SK-64 and SAFER SK-128 source code

safer.h      header file to "safer.c"

safercmd.c   source code for user-command "safer" (applicable to UNIX, MS-DOS,  
VMS, ...)

makefile    describes how to generate user-command "safer"

safer.exe    executable user-command "safer" for MS-DOS

man1/safer.1 UNIX manual page of user-command "safer"

SAFERCMD.TXT description of user-command "safer"

SAFER\_SK.TXT paper: Massey, J.L., "Announcement of a Strengthened Key Schedule  
for the Cipher SAFER", Sept. 9, 1995.

SAFER\_40.TXT paper: Massey, J.L., "Announcement of a 40-Bit Key Schedule  
for the Cipher SAFER", Oct. 22, 1995.

SCHNEIER.TXT paper: Massey, J.L., "Comment on the insinuation about SAFER and  
the NSA written in the book, Applied Cryptography,  
Bruce Schneier", Nov. 20, 1995.

check.c      source code for a program used to check the correctness of  
user-command "safer". Type "make checking" to run this test which  
produces "check.out" as output file. If the user-command "safer"  
functions correctly, the files "check.out" and "check.ref" are  
identical.

check.ref    examples of encrypted data

#### FTP-SERVER

=====

This software package can be obtained by executing the following commands:

```
[] ftp ftp.isi.ee.ethz.ch
Name: anonymous
Password: your_e-mail_address
cd pub/simpl
binary
get safer.V1.2.tar.Z
quit
>[] uncompress safer.V1.2.tar.Z
>[] tar -xf safer.V1.2.tar
>[] cd safer
```

#### INSTALLATION

=====

1. Modify the "CC..." line in "makefile" (and no other lines!!)

2. Execute the following commands:

```
[] man -M . safer      display the manual page of safer (UNIX only)
>[] make                produce the user-command "safer"
>[] make checking        check the correctness of the user-command "safer"
```

## sandesha2

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/\* \* \$Header: /tatoosc/tatooext/xml-processing/xpath/saxpath/notes/saginfo.xml,v 1.1.1.1 2002/08/23 10:01:04 frh Exp \$ \* \$Revision: 1.1.1.1 \$ \* \$Date: 2002/08/23 10:01:04 \$ \* \*

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\*  
\* \$Id: saginfo.xml,v 1.1.1.1 2002/08/23 10:01:04 frh Exp \$ \*/

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## **servlet-api\_jsr154**

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## springframework

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## springsource-spring-security-saml

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## swing-layout

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- (2) If the facts pertaining to the Loss arise out of the claim of a third party, or if there is any claim against a third party available by virtue of the circumstances of the Loss, TSI shall assume the defense or the prosecution thereof, including the employment of counsel or accountants, at its cost and expense. Licensee shall have the right to employ counsel separate from counsel employed by TSI in any such action and to participate therein, but the fees and expenses of such counsel employed by Licensee shall be at Licensee expense. TSI shall have the right to determine and adopt (or, in the case of a proposal by Licensee, to approve) a settlement of such matter in its reasonable discretion. TSI shall not be liable for any settlement of any claim effected without its prior written consent, which shall not be unreasonably withheld. Whether or not TSI chooses to so defend or prosecute such claim, Licensee and TSI shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.
- (3) If such a claim arises, or in either party's judgment is likely to arise, Licensee agree to allow TSI, at TSI's option, to either (i) procure the right to permit the continued exercise of the rights and licenses in the Software Program granted under this Agreement; (ii) replace or modify the Software Program so it becomes non-infringing, while affording equivalent performance; or (iii) as its sole obligation, terminate the license for the infringing Software Program and upon return thereof by Licensee, refund the unearned portion of any license fees paid by Licensee for the remainder of the current term hereof.
- (4) TSI shall have no indemnity obligation for claims of infringement resulting from any combination, operation or use of the Software Program, or any components thereof, with any software programs or data not supplied by TSI if such infringement would have been avoided by use of the Software Program alone. Licensee acknowledges and agrees that these four items are the exclusive remedy of Licensee for damages for breach of warranty or representations contained in this Section 7.

#### Section 8 - Termination

Should either party commit a material breach of its obligations hereunder, the other party may, at its option, terminate this Agreement by written notice to the party in default. Such notice shall identify and describe the default upon which termination is based. The defaulting party shall have thirty (30) days from the effective delivery of the notice to cure such default, which, if effected, shall prevent termination by virtue of such default. Upon termination of this Agreement, Licensee will either return to TSI or destroy all copies of the Software Program and documentation then in your possession. Licenses to the Software Program granted in the normal course of business by Licensee to your customers shall survive termination of this Agreement. Licensee shall, within thirty (30) days after the date of such termination furnish TSI with a certificate of compliance in accordance with this Section. The parties agree that TSI shall have the right to enforce the obligations arising under this Section by seeking specific performance and to enjoin or compel Licensee through injunctive relief. Licensee may retain a commercially reasonable number of copies of the Software Program and documentation solely for the purpose of supporting Licensee customers.

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### Section 10 - Entire Agreement

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### Section 11 - Governing Law

The validity, construction and performance of this Agreement shall be governed by the substantive laws of Japan (excluding conflicts of law principles). Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts. If any legal action is undertaken to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled.

### Section 12 - Assignment and Benefit

Without the consent of the other party in writing, neither party may assign this Agreement; provided, however, TSI or Licensee may assign this Agreement to a wholly-owned subsidiary of the respective corporation or a corporation in which the shareholders of the respective corporation own a majority interest of the voting control provided that the assigning party remains obligated hereunder; further provided, however, TSI or Licensee may assign this Agreement to another corporation which acquires or has acquired substantially all of the stock or assets of the assignor so long as, if the assignor is Licensee, the assignee's license to use the Software Program is limited to use in Products which were offered by Licensee to Licensee customers or potential customers and the assignee is prohibited from use of the Software Program in other products or parts of products developed, sold or distributed by the assignee.

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TSI

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

Department name

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

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

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\_\_\_\_\_  
  
Typed or Printed Name

Title:

\_\_\_\_\_  
  
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## Tanuki Java Service Wrapper

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Version 1.0

License Agreement Number: TSILA-\_\_\_\_\_

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(1) Licensee shall promptly deliver to TSI notice in writing of any claim for recovery under this section, and, if known, specify in reasonable detail the nature of the Loss and the amount, or an estimate of the amount, of the liability arising therefrom. Licensee shall, at TSI's expense, provide to TSI as promptly as practicable thereafter information and documentation reasonably requested by TSI to support and verify the claim asserted,

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### Section 9 - Export Controls

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## **tanuki-silveregg-java-service-wrapper-TAC#02032**

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Version 1.0

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### Visual C++ Runtime Files

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vc\_user\_atl71\_rtl\_x86\_---.msm  
atl71.dll (UNICODE)  
atl71.dll (ANSI)

vc\_user\_crt71\_rtl\_x86\_---.msm  
msvcr71.dll

vc\_user\_mfc71\_rtl\_x86\_---.msm  
mfc71.dll  
mfc71u.dll

vc\_user\_mfc71\_loc\_rtl\_x86\_---.msm  
mfc71deu.dll  
mfc71enu.dll  
mfc71esp.dll  
mfc71fra.dll  
mfc71ita.dll  
mfc71chs.dll  
mfc71cht.dll  
mfc71jpn.dll  
mfc71kor.dll

vc\_user\_stl71\_rtl\_x86\_---.msm  
msvcp71.dll

GDIPlus.msm  
gdiplus.dll

---

Microsoft.VisualBasic.Compatibility.dll

Microsoft.VisualBasic.Compatibility.Data.dll

---

The following files may be redistributed as needed for the sole purpose of debugging deployed applications. It is not recommended that these files be redistributed along with applications. Merge modules have not been provided for the redistribution of these files.

mfc71.pdb  
mfc71u.pdb  
atl71.pdb  
msvcp71.pdb  
msvcr71.pdb

---

### ActiveX Controls

msmask32\_X86.msm

msmask32\_X86\_ENU.msm

VB\_Control\_mschart\_RTL\_X86\_---.msm

VB\_Control\_mschart\_RTL\_X86\_ENU.msm

---

WMI\_DECOUPLED\_PROVIDER\_RTL\_X86\_---.msm

Wmidcad.dll  
wbemDC.dll

WMIUTILS\_RTL\_X86\_ENU.msm

wmiutils.dll

---

adodb.dll  
microsoft.mshtml.dll  
microsoft.stdformat.dll  
msdatasrc.dll  
stdole.dll

---

Smart Device Extentions Files

vsd\_setup.dll

---

.NET Framework Files

dotnetfx.exe  
langpack.exe

---

.NET Compact Framework Files

netcf.all.wce4.armv4.cab  
netcf.all.wce4.armv4t.cab  
netcf.all.wce4.mips16.cab  
netcf.all.wce4.mipsii.cab  
netcf.all.wce4.mipsii\_fp.cab  
netcf.all.wce4.mipsiv.cab  
netcf.all.wce4.mipsiv\_fp.cab  
netcf.all.wce4.sh3.cab  
netcf.all.wce4.sh4.cab  
netcf.all.wce4.x86.cab  
netcf.core.ppc3.arm.cab  
netcf.core.ppc3.mips.cab  
netcf.core.ppc3.sh3.cab  
netcf.core.ppc3.x86.cab  
netcf.core.wce4.armv4.cab  
netcf.core.wce4.armv4t.cab  
netcf.core.wce4.mips16.cab  
netcf.core.wce4.mipsii.cab  
netcf.core.wce4.mipsii\_fp.cab  
netcf.core.wce4.mipsiv.cab  
netcf.core.wce4.mipsiv\_fp.cab  
netcf.core.wce4.sh3.cab  
netcf.core.wce4.sh4.cab  
netcf.core.wce4.x86.cab  
System\_SR\_chs.CAB  
System\_SR\_cht.CAB  
System\_SR\_de.CAB  
System\_SR\_enu.CAB  
System\_SR\_es.CAB  
System\_SR\_fr.CAB  
System\_SR\_it.CAB  
System\_SR\_ja.CAB  
System\_SR\_ko.CAB

The following files are required to install MSDE 2000 SP3. For information regarding MSDE redistribution rights refer to your Visual Studio .NET license agreement.

required:

sqlrun01.msi  
sqlrun02.msi  
sqlrun03.msi  
sqlrun04.msi  
sqlrun05.msi  
sqlrun06.msi  
sqlrun07.msi  
sqlrun08.msi  
sqlrun09.msi  
sqlrun10.msi  
sqlrun11.msi  
sqlrun12.msi  
sqlrun13.msi  
sqlrun14.msi  
sqlrun15.msi  
sqlrun16.msi  
SqlRun01P.msp  
SqlRun02P.msp  
SqlRun03P.msp  
SqlRun04P.msp  
SqlRun05P.msp  
SqlRun06P.msp  
SqlRun07P.msp  
SqlRun08P.msp  
SqlRun09P.msp  
SqlRun10P.msp  
SqlRun11P.msp  
SqlRun12P.msp  
SqlRun13P.msp  
SqlRun14P.msp  
SqlRun15P.msp  
SqlRun16P.msp  
sqlrun.cab  
setup.exe  
setup.rll  
sqlresld.dll

optional:

setup.ini  
readme.txt  
sp3readme.htm

---

MDAC\_typ.exe

sqlxmlx.rll  
odbcint.dll  
odbcctrac.dll  
odbcconf.rsp  
msorci32.dll  
msorc32r.dll  
odbc32r.dll  
mscp32r.dll  
mscp32r.dll  
msxml3.dll  
msxml3r.dll  
dbmsvinn.dll  
sqlxmlx.dll  
odbccp32.dll

sqloledb.dll  
sqloledb.rll  
sqlsldb.chm  
msdaosp.dll  
msdaps.dll  
msdatl3.dll  
msxactps.dll  
mtxoci7x\_win2k.reg  
mtxoci7x\_winnt.reg  
mtxoci80\_win2k.reg  
mtxoci80\_winnt.reg  
msxml3a.dll  
sqlclnt.rsp  
instcat.sql  
cliconfg.exe  
dbnetlib.dll  
dbnmpntw.dll  
sqlunirl.dll  
dbmsgnet.dll  
dbmsadsn.dll  
odbcbcpl.dll  
sqlsodbc.chm  
sqlsrv32.dll  
sqlsrv32.rll  
odbccu32.dll  
mdaccore.rsp  
odbccr32.dll  
odbcconf.exe  
odbcconf.dll  
ds32gt.dll  
simpdata.tlb  
msdart.dll  
msdatsrc.tlb  
odbc32.dll  
odbc32gt.dll  
odbcad32.exe  
odbccp32.cpl  
newudl.reg  
redist.rsp  
oledb32r.dll  
mtxoci81\_win2k.reg  
mdacreadme.htm  
msader15.dll  
msado15.dll  
msadomd.dll  
msador15.dll  
msadox.dll  
msadrh15.dll  
msado20.tlb  
msado21.tlb  
msado25.tlb  
adojavas.inc  
msjro.dll  
msdfmap.dll  
msdaenum.dll  
msdaer.dll  
oledbjvs.inc  
msdaora.dll  
oledbvbs.inc  
msdasc.dll  
msdadc.dll  
msdasql.dll  
msdasqlr.dll  
msdatt.dll  
msdaurl.dll

msado26.tlb  
msadcer.dll  
msdaorar.dll  
nonewudl.reg  
oledb32.dll  
odbcinst.ini  
schedlgu.txt  
odbc.ini  
cliconfg.dll  
cliconf.chm  
cliconfg.rll  
dbmsrpcn.dll  
muisetup.exe  
adovbs.inc  
msadce.dll  
mtxoci81\_winnt.reg  
msadcf.dll  
msadcfr.dll  
msadco.dll  
msadcor.dll  
msadcs.dll  
msadds.dll  
msaddsr.dll  
msdaprsr.dll  
msdaprst.dll  
msdarem.dll  
msdaremr.dll  
mui.inf

---

#### Microsoft Visual J# .NET

Microsoft Visual J# .NET is a development tool that developers who are familiar with the java-language syntax can use to build applications and services on the .NET Framework. It integrates the java-language syntax into the Visual Studio .NET shell. Microsoft Visual J# .NET also supports the functionality found in VJ++ 6.0 including Microsoft extensions. Microsoft Visual J# .NET is not a tool for developing applications intended to run on a Java Virtual Machine. Applications and services built with Visual J# .NET will run only in the .NET Framework. Microsoft Visual J# .NET Redistributable Package is the redistributable package for Microsoft Visual J# .NET. The Redistributable Package will only run applications and services developed with Microsoft Visual J# .NET; Java-language applications written with other Java-language development tools will not run with the Microsoft Visual J# .NET Redistributable Package. Visual J# .NET and Microsoft Visual J# .NET Redistributable Package have been independently developed by Microsoft, and are not endorsed or approved by Sun Microsystems, Inc.

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vjredist.exe  
vjredist-lp.exe  
  
dw15.exe  
vjc.exe  
vjc.exe.config  
vjsc.dll  
vjscor.dll  
VJSharpCodeProvider.DLL  
vjslib.dll  
vjslib.tlb  
vjslibcw.dll  
vjsnativ.dll  
vjswfc.dll  
vjswfc.tlb  
VJSWfcBrowserStubLib.dll  
vjswfccw.dll  
VJSWfcHost.dll  
vjswfhtml.dll  
dwintl.dll

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vjscui.dll  
vjslibui.dll  
VJSharpSxS10.dll



**Woden**

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## xmltooling-java

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