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(jsr173_api 1.0)

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(yavijava 6.0.04)

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(Stax2 API 3.1.0)

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(libfreemarker-java 2.3.20)

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(mariadb-java-client 2.7.4)

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Version 3, 29 June 2007

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(gwt-codeserver 2.5.0, gwt-elemental 2.5.0)

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(xpp3_xpath 1.1.4c)

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1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant. The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

(b) under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

(c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

(d) Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant. Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

(a) under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

(c) the licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

(d) Notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License. The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code. Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications. You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims. If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that

a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs. If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices. You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions. You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to

indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works. You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions. Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions. Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works. If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY. COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. 8. TERMINATION.

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall

survive termination.

9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU. 10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as Multiple-Licensed. Multiple-Licensed means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the MPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

EXHIBIT A -Mozilla Public License.

``The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.mozilla.org/MPL/> Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

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Portions created by _____ are Copyright (C) _____
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Alternatively, the contents of this file may be used under the terms of the _____ license (the [] License), in which case the provisions of [] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [] License and not to allow others to use your version of this file under the MPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [] License. If you do not delete the provisions above, a recipient may use your version of this file under either the MPL or the [] License."

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

Perforce Proprietary End User License

(Perforce P4Java 2010.1.269249)

PERFORCE End User License Agreement

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1. Introduction

This is a License Agreement ("Agreement") between Perforce Software, Inc., a California corporation ("Perforce"), and _____ ("Customer"), in which Perforce grants Customer certain rights to use the software program PERFORCE: The Fast Software Configuration Management System.

2. Definitions

A. "Program" shall mean the machine-readable object code of the computer software program or

programs described in the Program Description attached as Attachment A to this Agreement, and such additional Releases of such programs as shall be made available by Perforce to Customer from time to time.

B. "Release" shall mean any version of a Program or any materials which are made commercially available by Perforce at or after the delivery of a Program, including any software provided for the purpose of improving the functions or performance of the Program, expanding the capability or ease of operation of the Program, or for the purpose of fixing errors in program logic, together with Documentation.

C. "Documentation" shall mean the user manual(s) and any other materials supplied or made available by Perforce for use with the Program.

D. "Software" shall mean, collectively, the Program and the Documentation.

E. "License File" shall mean an ASCII file containing an encoded license string which enables the Program to operate in a specified configuration.

F. "Delivery Date" shall mean the date that Perforce transfers or allows Customer to transfer a License File for the Program to Customer's location by electronic mail or file transfer over a network.

G. "Effective Date" shall mean the date upon which both parties have signed this Agreement.

H. "License Fee" shall mean the fee for licensing the Program or Programs specified in this Agreement.

I. "Software Support" shall mean support and maintenance services for Programs described in Attachment B to this Agreement.

J. "Software Support Fee" shall mean that applicable annual fee due for Software Support in accordance with Section 7 of this Agreement.

K. "Per Human Being" shall describe that form of software license which restricts the licensed software to being used by a specified maximum number of individual users, irrespective of whether such use is concurrent.

L. "Platform" shall mean the combination of a particular type of computer and a particular operating system, or version of an operating system.

M. "Initial Term" shall mean one (1) year from the Delivery Date.

N. "Renewal Term" shall mean any terms subsequent to the Initial Term as defined in Paragraph 10(A).

Perforce End User License Agreement Page 1

3. Items Provided by Perforce

A. Perforce shall furnish Customer with the Software, as it is described in Attachment A. Program will be made available to be downloaded in machine-readable object code form by electronic file transfer. The Documentation will be delivered electronically as machine readable text files suitable for printing. Customer may copy, print, or reproduce the Documentation without restriction, provided that all copyright and other proprietary notices are reproduced substantially similar to the originals.

B. Perforce shall furnish to Customer one copy of the Program modules for each computer on which it is to run as designated in Attachment D.

C. Perforce shall furnish to Customer a License File which will enable the Program to operate in the configuration specified in Attachment D.

D. Customer acknowledges and agrees that it has independently verified that the Software is appropriate for the purposes for which Customer intends to use it, and that Customer did not rely upon any skill or judgment of Perforce in such selection.

4. Grants of License

A. In consideration of Customer's one-time payment of the License Fee, Perforce grants to Customer a world-wide non-exclusive license to install and use the Software for Customer's own direct internal business use in the configuration specified in Attachment D.

B. The license granted in paragraph 4(A) above shall expire 60 days from the Delivery Date if Perforce has not received the License Fee. When the license expires for this reason, the Program will cease to function. Such cessation of functionality is by design, and is not a defect in the Program. In this event, Perforce will restore the Program to functionality on the first

business day following the day upon which Perforce receives the License Fee.

C. Customer may make any additional copies of the Software to the extent necessary for use of the Program. In addition, Customer may copy the Software for archival or backup purposes.

Customer shall reproduce and include copyright or other proprietary notices on any copies in substantially the same form as appears in or on the original copies provided to Customer.

D. The Program is configured by Perforce to support the number of users specified in Attachment

D. The Program is licensed on a Per Human Being basis, with the maximum number of users

permitted to use the server being that quantity specified in Attachment D.

Customer understands that the Program enforces this limitation, and that any failure of

the Program to perform in conformance with the Documentation in response to users in excess of the number specified in Attachment D is not a defect in the Program.

E. Perforce hereby reserves all rights in and to the Software that are not specifically granted by this License Agreement.

5. Software Support

A. In consideration of Software Support Fees paid by Customer, Perforce will provide Software Support as described in Attachment B. The Software Support Fee for the Initial Term is included in the License Fee.

B. During the Initial Term, and any Renewal Terms for which Customer has paid Software Support Fees, Perforce will supply, or make available, at no additional charge to Customer, any new Releases.

Perforce End User License Agreement Page 2

6. Delivery Schedule

A. Perforce shall deliver or make available to Customer via electronic distribution the items to be furnished under Section 3 of this Agreement upon receipt from Customer of a bona fide purchase order or payment or combination thereof representing the full License Fee.

7. License and Software Support Fees

A. License Fees. The one-time License Fee is based on the total number of users the Program is configured to support, in accordance with the pricing schedule set forth in Attachment C. The License Fee covers Customer's installation, copying, and use of the Software.

B. Software Support Fees. The License Fee includes the Software Support Fee for the Initial Term of this Agreement. If Customer elects to purchase Software Support for any subsequent Renewal Terms, then the Software Support Fee due for such Renewal Terms shall be the support fee which Perforce charges its new customers as of the date Perforce receives Customer's purchase order for support renewal.

C. Additional users. Customer may increase the number of users the Program is configured to support, by paying an additional one-time License Fee for each additional user. For the Initial Term of this Agreement, the additional License Fee shall be in accordance with the pricing schedule in Attachment C. For any Renewal Terms, the additional License Fee shall be the then-current License Fee Perforce charges its new customers. In either case, the Support Fee

portion of the additional License Fee will be pro-rated down so as to extend only to the anniversary of the Delivery Date.

D. Per Human Being licensing. It is the intention of the parties that the License Fee is paid on a Per Human Being basis, as described in Sections 2(K) and 4(D) of this Agreement.

The parties acknowledge that it is possible for one human to log onto two systems at a site, resulting in the appearance of two users, although the parties intend that Customer pay for only one license in such case.

8. Warranties and Indemnification

A. Perforce warrants that Perforce has the legal right to grant Customer the license as set out in this Agreement, and that the Software does not infringe any third party intellectual property or other rights.

B. Perforce warrants that there are no pending or threatened lawsuits concerning any aspect of Software and that Software has not been published in such a way as to lose any of its copyright protection.

C. Perforce warrants that Program is in substantial compliance with the Program specifications and descriptions referred to in Attachment A and the Documentation; provided, however, that Perforce shall not be liable under this warranty if Customer has failed to incorporate all upgrades provided to Customer by Perforce.

D. Perforce's liability under the warranties set forth in clauses A, B, and C of this Section 8 is limited to the License and Software Support Fees paid to Perforce by Customer under this Agreement.

E. DISCLAIMER OF WARRANTIES. WITH THE EXCEPTION OF THE WARRANTIES SET FORTH ABOVE, PERFORCE PROVIDES NO WARRANTY WHATSOEVER ON ANY PROGRAM HEREUNDER, EXPRESS, IMPLIED OR OTHERWISE. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, PERFORCE DISCLAIMS ALL
Perforce End User License Agreement Page 3

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE PROGRAM, AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

F. NO CONSEQUENTIAL DAMAGES. EXCEPT AS SET FORTH IN PARAGRAPHS 8(G) AND 13(E) BELOW, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS AND LOSS OF PROFITS), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G. Notwithstanding any other provision of this Agreement, Perforce shall defend,

indemnify and hold harmless Customer and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns against any claim or threat of claim that the Software infringes any intellectual property right of any third party. Perforce shall pay the court costs, legal fees and litigation expenses as they are incurred, and any damages finally awarded or settlement agreed upon, resulting from any such claim or threat of claim, provided that Customer (i) promptly gives Perforce written notice of any such claim, (ii) gives Perforce full authority to defend any such claim, and (iii) provides Perforce with all information and assistance Perforce requests in connection with such defense. If a temporary or permanent injunction is obtained against the use of any part of the Software for the reason that it infringes any third party's intellectual property rights, Perforce shall, at its option and expense, either (i) procure for Customer the right to continue to use the Software, or (ii) modify the Software so that it becomes non-infringing. If Perforce selects the second option, Perforce's obligation to keep the Software in substantial compliance with the Documentation shall remain unaffected.

I. EXCLUSIVE REMEDY. THE PROVISIONS OF THIS SECTION 8 STATE THE EXCLUSIVE LIABILITY OF PERFORCE, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY CLAIM OF PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT.

9. Intellectual Property

A. Customer acknowledges and agrees that it obtains no ownership rights in the Software under the terms of this Agreement, and that Perforce has and retains all right, title, interest and ownership in and to the Software, and in any copies or updates of the Software whether made by Customer or Perforce.

B. The Software constitutes proprietary information and trade secrets of Perforce, whether or not any portion of the Software is or may be the subject of a valid copyright or patent.

C. Customer may not alter any proprietary markings on the Software, including copyright, trademark, trade secret, and patent legends.

D. Any authorized copies of the Software made by Customer shall contain a reproduction or equivalent of the copyright notice or other proprietary markings appearing on the Program and Documentation delivered by Perforce.

E. Customer may not decompile, disassemble, or reverse engineer the Program.

F. Perforce shall retain the copyright to all enhancements to the Software.
Perforce End User License Agreement Page 4

10. Term and Termination

A. The Initial Term and each subsequent Renewal Term of the Agreement shall be renewed automatically for subsequent one-year terms ("Renewal Terms") unless either party notifies the other in writing, at least thirty (30) days prior to the expiration of the current Initial or Renewal Term, of its intent to cancel the renewal.

B. Either party shall have the right to terminate this Agreement in the event that the other party commits a material breach of its obligations. Intent to terminate shall be made by a written notice setting forth the details of the breach. Termination shall become effective thirty (30) days from the date that the notification of intent to terminate was given, unless the breaching party has corrected the breach prior to the end of that thirty (30) day period.

C. Notwithstanding clause B above, either party shall have the right to terminate this Agreement effective immediately if a petition of bankruptcy is filed by or against the other party, the other party makes an assignment for the benefit of creditors, or the other party admits to being unable to meet its obligations as they come due. Intent to terminate shall be made by a written notice, sent by certified mail or overnight courier to the party by or against which bankruptcy is filed.

D. Survival Provisions. The parties' rights and obligations under Sections 2, 8, 9, 11, 12, and 13 of this Agreement survive any termination or expiration of this Agreement. The parties' rights and obligations under Section 4 of this Agreement survive any termination or expiration of this Agreement, except termination due to a material breach by Customer of its obligations under this Agreement. Upon any termination or expiration of Agreement, all rights granted by Perforce to Customer, except those mentioned in this paragraph, shall revert to Perforce.

E. If this Agreement is terminated due to a material breach by Customer of its obligations under this Agreement, Perforce may, at its sole discretion, revoke the license granted under Paragraph 4(A) of this Agreement. If Perforce notifies Customer in writing that its License has been revoked, Customer shall, within fifteen (15) days of such notice, (i) discontinue all use of the Software; (ii) remove all copies of the Software contained in any computer memory or data

storage device under the control of Customer; and (iii) certify to Perforce in writing that it has complied with the requirements of this Paragraph 10(E).

11. Arbitration and Mediation

A. With the exception of Section 13(E) below, if any dispute arises under the terms of this Agreement, the parties agree to select a mutually agreeable neutral third party to help them mediate it. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final. Costs and fees (other than attorneys fees) associated with the mediation or arbitration shall be shared equally by the parties. Each party shall be responsible for its attorneys' fees associated with arbitration.

12. Assignment and Delegation

A. Neither party may sell, transfer, assign, delegate, or subcontract any rights or obligations under this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.

B. Notwithstanding clause A above, if a party sells or transfers to a single entity all or substantially all of its business to which this Agreement relates, that party may, without the

Perforce End User License Agreement Page 5

other party's consent, assign or delegate its rights or obligations under this Agreement to that entity.

C. When an assignment or delegation is made pursuant to clause B above, Perforce will provide a License File to the transferee upon receipt of copies of properly executed documents which effect such assignment or delegation.

13. General

A. Applicable Law. This Agreement shall be construed pursuant to substantive law of the State of California, excluding any choice of law rules.

B. Public Reference. Customer consents to the public use of its name as a customer of Perforce, unless Customer notifies Perforce in writing that it withholds such consent.

C. Modification. This Agreement may not be modified or amended except by written notice which is signed by authorized representatives of each of the parties.

D. No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

E. Equitable Remedies. The parties recognize that money damages may not be an adequate remedy for any breach or of any obligation hereunder by Customer involving intellectual property or use of the Program beyond the scope of the license granted by this Agreement. The parties therefore agree that in addition to any other remedies available hereunder, by law or otherwise, Perforce and any third party from whom Perforce has licensed software or technology may be entitled to seek injunctive relief against any such continued breach by Customer of such obligations.

F. Exclusive Jurisdiction and Venue. Any cause or action arising out of or related to this Agreement, including an action to confirm or challenge an arbitration award, may only be brought in the courts of applicable jurisdiction in California at Alameda County, and the parties hereby submit to the jurisdiction and venue of such courts.

G. Written Notice. Any written notice from one party to the other required by this Agreement shall be deemed made on the date of mailing if sent by certified mail or overnight courier and addressed to the address specified below. Written notice sent by any other means shall be deemed made on the date it is received by the party to whom it is directed. Notice sent by facsimile or by electronic mail shall not be deemed "written notice" as contemplated by this Agreement.

H. Entire Agreement. This Agreement, including its Attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written promises or agreements. There are no promises, covenants or undertakings other than those expressly set forth in this Agreement.

I. No Election of Remedies. The pursuit by either party of any remedy to which it is entitled at any time shall not be deemed an election of remedies or waiver of the right to pursue any other remedies to which it may be entitled.

J. Independent Contractors. Nothing in this Agreement shall be deemed or construed by the parties or by any other entity to create an agency, partnership or joint venture between Customer and Perforce.

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K. Severability. If any provision of this Agreement or any Attachment hereto is held invalid or

otherwise unenforceable, the enforceability of the remaining provisions of this Agreement and the Attachments will not be impaired thereby.

L. Attachments. Attachments A, B, C, and D hereto are incorporated into and made part of this Agreement.

14. Signatures

Perforce and Customer have read this Agreement and agree to be bound by its terms, in witness

whereof the authorized representatives of each party have affixed their signatures below.

Customer

Perforce Software, Inc.

Signature

Signature

Name (Print or Type)

Name (Print or Type)

Title

Title

Date

Date

Customer's mailing address:

Perforce's mailing address:

Perforce Software, Inc

2320 Blanding Avenue

Alameda, CA 94501

USA

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Attachment A: Program Description

The Program to be delivered as per this Agreement, PERFORCE - The Fast Software Configuration Management System, is a software configuration management system, providing

repository, versioning, change control, shared access, integration, communication, auditing, and reporting services for groups of engineers, technicians and managers developing, maintaining and releasing production software.

The Program functions as described in the PERFORCE Users' Guide.

Perforce maintains a published list of Platforms on which the Program is supported.

PERFORCE is a connection-based client/server system operating across heterogeneous

platforms. The Program version of PERFORCE is comprised of a principal server program, p4d,

one instance of which runs on a server machine and manages access to the central repository, or

"depot," in the Server Installation; and a principal client program, p4, instances of which are

invoked locally on each host machine containing a Client Workspace. The Program also

includes all other modules for which a link to either a user manual or release

notes is provided at any time on the "Documentation" page of Perforce's web site (<http://www.perforce.com/perforce/technical.html>). Other utility, administration and demonstration programs may be included as well.

Typically each user will have his/her own dedicated client installation, which contains copies of files from the repository at particular revisions. The server comprises a request handler, a data manager and a file librarian. The data manager implements database services and maintains a control meta-database describing the status and history of versioned files in the depot and transactions against the depot. The librarian implements an archive of versioned files. The request handler acts as an executive, sequencing actions and managing communication with the client.

PERFORCE provides a transactional change model based on atomic submissions of multiple files as one transactional "change." PERFORCE provides a mechanism for selectively maintaining synchronization of client work areas with the server so that client installations can be reliably brought up to date. Once fetched, client files are localized on the client.

PERFORCE supports parallel development (branching) and integration and reconciliation of parallel changes. PERFORCE provides for reporting from the depot on the status of clients, file change histories, and work in progress.

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Attachment A

Attachment B: Terms and Conditions of Support

1. Services Provided

In consideration of the Software Support Fee(s) paid by Customer and Customer's agreement to meet the responsibilities set forth below, Perforce shall provide to Customer the following

Technical Assistance and Maintenance services:

Technical Assistance

A. Perforce shall assist Customer in diagnosing errors and malfunctions which occur when the Program is used by Customer.

B. Perforce shall provide support services to Customer to attempt to correct diagnosed errors and malfunctions. Perforce is not responsible for errors or malfunctions caused by any hardware or any third party operating system.

C. All Technical Assistance shall be performed between 8:00 a.m. and 5:00 p.m.,

Pacific Time,

Monday through Friday, holidays excluded.

D. Perforce will provide Technical Assistance by email or telephone.

E. Perforce makes the following specific commitments to response to requests for Technical

Assistance from Customer:

1. to accept/acknowledge the support request via email or phone within one (1) business

day of receipt of request;

2. to inform Customer of current known status of the problem and enter a Job Report in

Perforce's tracking system when appropriate;

3. to provide a response within three (3) business days detailing Perforce's analysis and/or

assessment, including options and estimated time for resolution;

4. to make best effort, for bona fide defect or problem report, to develop a software fix or

workaround in a timely fashion;

5. for support calls identified by Customer as "urgent," to provide a proposed resolution

or response within one (1) business day.

Maintenance

F. Perforce will make each Release of Program published during the term of the Software

Support Agreement available to Customer for download as provided in Paragraph 3(A). All

such downloads must be initiated by Customer. Perforce shall make best efforts to provide

Releases that implement corrections and shall make best efforts to assist Customer in using

the Program in a way that can avoid diagnosed errors, malfunctions and defects.

G. Customer is not entitled to receive any new software from Perforce which Perforce does not

deem to be a part of the Program. For example, Customer is entitled to all updates and

upgrades to the Program, but should Perforce release another software package with related

but different functionality under a different product name, Customer would not be entitled to

such software as an update or upgrade to the Program.

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Attachment B

H. Customer is entitled to download, at no additional cost, versions of the Program for any

additional Platforms available from Perforce as listed in Perforce's published offering of

products, provided that the aggregate configuration of users supported among all servers

does not exceed the Licensed Configuration.

I. From time to time, Perforce may choose to cease maintenance of certain Platforms.

Perforce will do this in two steps. First, the Platform will be designated as "Obsolescent," which means Perforce will make new Releases available for that Platform only upon explicit customer request. No less than one year after being designated "Obsolescent," the Platform will be designated as "Discontinued," which means Perforce will no longer make new Releases available for that Platform at all. Platforms shall be designated "Obsolescent" or "Discontinued" on Perforce's web site; it shall be Customer's responsibility to check the web site for changes in designation of any given Platform.

J. The designation of a Platform as either "Obsolescent" or "Discontinued" shall not affect Perforce's obligation to provide Technical Assistance as set forth in paragraphs A through E of this section.

K. Customer has the right to change the server IP addresses, port numbers, and/or Platforms in the Licensed Configuration at no additional cost at any time upon written notification to Perforce.

2. Customer Responsibilities

A. Customer will make its best commercially reasonable efforts to keep current with the latest Release of Program provided by Perforce.

B. Customer shall designate the appropriate number of individuals as contact(s) for Software Support, as agreed by the parties. The total number of contacts is not to exceed two (2) contacts per hundred (100) users. Customer has the right to change the contacts at any time upon written notification to Perforce.

C. In the event that Customer fails to meet its responsibilities as set forth in the preceding two paragraphs, Perforce's sole remedy shall be that it may, at its option, decline to provide technical support until Customer has complied.

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Attachment B

Attachment C: Price Schedule

1. License Fees

The License Fee is based on the number of users purchased under this Agreement, according to the table below:

First 20 users: \$750.00 per user

Users number 21 - 50: \$700.00 per user

Users number 51 - 100: \$650.00 per user

Users number 101 - 250: \$600.00 per user

Users number 251 - 500: \$550.00 per user

Users in excess of 500: \$500.00 per user
For example, the License Fee for a 30-user installation would be \$750.00 per user for the first 20 users (\$15,000.00), plus \$700.00 per user for the 21st through 30th user (\$7,000.00), for a total License Fee of \$22,000.00.

2. Software Support Fees

Software Support Fees are \$150 per user per year.
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Attachment C

Attachment D: Licensed Platform Configuration
The Licensed Configuration for _____ (Customer), detailing the specific Platforms for which the Program will be supplied and to which this Agreement applies, is as follows:

()

(s):

Name:

Title:

Email:

Phone:

Server Licensing Information:

Server IP Address:

Server port number:

The IP address and port number are required in order to prepare the License File.

Type of computer:

Operating System:

Number of Users:

Designated Technical Support Contact

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Attachment D

Public Domain

(AOP Alliance (Java/J2EE AOP standard) 1.0, xpp3_xpath 1.1.4c, XZ for Java 1.0, XZ for Java 1.9)

Public domain code is not subject to any license.

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(Flute 1.3.0.gg2)

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