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(lldpd 1.0.3, MySQL mysql-5.7.33)

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Version 2.0 - August 6, 2003

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(CPAN::Meta 2.150010, libtest-simple-perl 1.302133, UUID 0.28)

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(CPAN::Meta 2.150010, Perl 5 Encode 2.98, Pipe Viewer 1.6.6)

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(mpdecimal 2.4.2)

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(gcc-8-base 8.3.0)

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(sphinx\_rtd\_theme 0.4.3)

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(libonig-dev 6.9.1)

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(protobuf-c 1.3.1)

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(libtirpc 1.1.4, RPCBind 1.2.5)

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(tcpdump 4.9.3)

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(liborc-0.4-0 0.4.28)

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(pcscd 1.8.24)

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(libogg 1.3.2)

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(pyca/cryptography 2.6.1, python-cryptography 2.6.1)

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(IPMI Tool 1.8.18)

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(virglrenderer 0.7.0)

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(libedit2 3.1-20181209, lldpd 1.0.3, OpenSSH 7.9p1)

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(libcapstone-dev 4.0.1+really+3.0.5)

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(libbsd 0.9.1)

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(libnl-route-3-200 3.4.0)

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(gcc-8-base 8.3.0)

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(itsdangerous 0.24, python-itsdangerous 0.24)

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(iputils 20180629)

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(colorama 0.3.7)

Source: <http://pypi.python.org/pypi/colorama/>

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(Flask 1.0.2)

Source: <https://pypi.python.org/pypi/Flask>

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(sg3\_utils 1.44)

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(QEMU 3.1, qemu-kvm 3.1)

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(libevent - an event notification library 2.1.8-stable, openmpi 4.0.4, openmpi-common 4.0.5, Portable Hardware Locality (hwloc) 4.0.5)

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(alsa-topology-conf 1.2.1)

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(Bzip2 1.0.6)

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#### 4. Advertising

Neither Catharon Productions, Inc. and contributors nor you shall use the name of the other for commercial, advertising, or promotional purposes without specific prior written permission.

We suggest, but do not require, that you use the following phrase to refer to this software in your documentation: 'this software is based in part on the Catharon Typography Project'.

As you have not signed this license, you are not required to accept it. However, as the Catharon Packages are copyrighted material, only this license, or another one contracted with the authors, grants you the right to use, distribute, and modify it. Therefore, by using, distributing, or modifying the Catharon Packages, you indicate that you understand and accept all the terms of this license.

## **CeCILL-B Free Software License Agreement**

(openmpi-common 4.0.3~rc4, openmpi-common 4.0.5, Portable Hardware Locality (hwloc) 4.0.5)

### CeCILL-B FREE SOFTWARE LICENSE AGREEMENT

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#### Notice

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This Agreement is a Free Software license agreement that is the result of discussions between its authors in order to ensure compliance with the two main principles guiding its drafting:

\* firstly, compliance with the principles governing the distribution of Free Software: access to source code, broad rights granted to users,

\* secondly, the election of a governing law, French law, with which it is conformant, both as regards the law of torts and intellectual property law, and the protection that it offers to both authors and holders of the economic

rights over software.

The authors of the CeCILL-B1 license are:

Commissariat à l'Energie Atomique - CEA, a public scientific, technical and industrial research establishment, having its principal place of business at 25 rue Leblanc, immeuble Le Ponant D, 75015 Paris, France.

Centre National de la Recherche Scientifique - CNRS, a public scientific and technological establishment, having its principal place of business at 3 rue Michel-Ange, 75794 Paris cedex 16, France.

Institut National de Recherche en Informatique et en Automatique - INRIA, a public scientific and technological establishment, having its principal place of business at Domaine de Voluceau, Rocquencourt, BP 105, 78153 Le Chesnay cedex, France.

Preamble

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This Agreement is an open source software license intended to give users significant freedom to modify and redistribute the software licensed hereunder.

The exercising of this freedom is conditional upon a strong obligation of giving credits for everybody that distributes a software incorporating a software ruled by the current license so as all contributions to be properly identified and acknowledged.

In consideration of access to the source code and the rights to copy, modify and redistribute granted by the license, users are provided only with a limited warranty and the software's author, the holder of the economic rights, and the successive licensors only have limited liability.

In this respect, the risks associated with loading, using, modifying and/or developing or reproducing the software by the user are brought to the user's attention, given its Free Software status, which may make it complicated to use, with the result that its use is reserved for developers and experienced professionals having in-depth computer knowledge. Users are therefore encouraged to load and test the suitability of the software as regards their requirements in conditions enabling the security of their systems and/or data to be ensured and, more generally, to use and operate it in the same conditions of security. This Agreement may be freely reproduced and published, provided it is not altered, and that no provisions are either added or removed herefrom.

This Agreement may apply to any or all software for which the holder of the economic rights decides to submit the use thereof to its provisions.

Article 1 - DEFINITIONS

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For the purpose of this Agreement, when the following expressions commence with a capital letter, they shall have the following meaning:

Agreement: means this license agreement, and its possible subsequent versions and annexes.

Software: means the software in its Object Code and/or Source Code form and, where applicable, its documentation, "as is" when the Licensee accepts the Agreement.

Initial Software: means the Software in its Source Code and possibly its Object Code form and, where applicable, its documentation, "as is" when it is first distributed under the terms and conditions of the Agreement.

Modified Software: means the Software modified by at least one Contribution.

Source Code: means all the Software's instructions and program lines to which access is required so as to modify the Software.

Object Code: means the binary files originating from the compilation of the Source Code.

Holder: means the holder(s) of the economic rights over the Initial Software.

Licensee: means the Software user(s) having accepted the Agreement.

Contributor: means a Licensee having made at least one Contribution.

Licensor: means the Holder, or any other individual or legal entity, who distributes the Software under the Agreement.

Contribution: means any or all modifications, corrections, translations, adaptations and/or new functions integrated into the Software by any or all Contributors, as well as any or all Internal Modules.

Module: means a set of sources files including their documentation that enables supplementary functions or services in addition to those offered by the Software.

External Module: means any or all Modules, not derived from the Software, so that this Module and the Software run in separate address spaces, with one calling the other when they are run.

Internal Module: means any or all Module, connected to the Software so that they both execute in the same address space.

Parties: mean both the Licensee and the Licensor.

These expressions may be used both in singular and plural form.

## Article 2 - PURPOSE

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The purpose of the Agreement is the grant by the Licensor to the Licensee of a non-exclusive, transferable and worldwide license for the Software as set forth

in Article 5 hereinafter for the whole term of the protection granted by the rights over said Software.

### Article 3 - ACCEPTANCE

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3.1 The Licensee shall be deemed as having accepted the terms and conditions of this Agreement upon the occurrence of the first of the following events:

\* (i) loading the Software by any or all means, notably, by downloading from a remote server, or by loading from a physical medium;

\* (ii) the first time the Licensee exercises any of the rights granted hereunder.

3.2 One copy of the Agreement, containing a notice relating to the characteristics of the Software, to the limited warranty, and to the fact that its use is restricted to experienced users has been provided to the Licensee prior to its acceptance as set forth in Article 3.1 hereinabove, and the Licensee hereby acknowledges that it has read and understood it.

### Article 4 - EFFECTIVE DATE AND TERM

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#### 4.1 EFFECTIVE DATE

The Agreement shall become effective on the date when it is accepted by the Licensee as set forth in Article 3.1.

#### 4.2 TERM

The Agreement shall remain in force for the entire legal term of protection of the economic rights over the Software.

### Article 5 - SCOPE OF RIGHTS GRANTED

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The Licensor hereby grants to the Licensee, who accepts, the following rights over the Software for any or all use, and for the term of the Agreement, on the basis of the terms and conditions set forth hereinafter.

Besides, if the Licensor owns or comes to own one or more patents protecting all or part of the functions of the Software or of its components, the Licensor undertakes not to enforce the rights granted by these patents against successive Licensees using, exploiting or modifying the Software. If these patents are transferred, the Licensor undertakes to have the transferees subscribe to the obligations set forth in this paragraph.

#### 5.1 RIGHT OF USE

The Licensee is authorized to use the Software, without any limitation as to its fields of application, with it being hereinafter specified that this



comprises:

1.

permanent or temporary reproduction of all or part of the Software by any or all means and in any or all form.

2.

loading, displaying, running, or storing the Software on any or all medium.

3.

entitlement to observe, study or test its operation so as to determine the ideas and principles behind any or all constituent elements of said Software. This shall apply when the Licensee carries out any or all loading, displaying, running, transmission or storage operation as regards the Software, that it is entitled to carry out hereunder.

## 5.2 ENTITLEMENT TO MAKE CONTRIBUTIONS

The right to make Contributions includes the right to translate, adapt, arrange, or make any or all modifications to the Software, and the right to reproduce the resulting software.

The Licensee is authorized to make any or all Contributions to the Software> provided that it includes an explicit notice that it is the author of said Contribution and indicates the date of the creation thereof.

## 5.3 RIGHT OF DISTRIBUTION

In particular, the right of distribution includes the right to publish, transmit and communicate the Software to the general public on any or all medium, and by any or all means, and the right to market, either in consideration of a fee, or free of charge, one or more copies of the Software by any means.

The Licensee is further authorized to distribute copies of the modified or unmodified Software to third parties according to the terms and conditions set forth hereinafter.

### 5.3.1 DISTRIBUTION OF SOFTWARE WITHOUT MODIFICATION

The Licensee is authorized to distribute true copies of the Software in Source Code or Object Code form, provided that said distribution complies with all the provisions of the Agreement and is accompanied by:

1.

a copy of the Agreement,

2.

a notice relating to the limitation of both the Licensor's warranty and liability as set forth in Articles 8 and 9,

and that, in the event that only the Object Code of the Software is redistributed, the Licensee allows effective access to the full Source Code of the Software at a minimum during the entire period of its distribution of the Software, it being understood that the additional cost of acquiring the Source Code shall not exceed the cost of transferring the data.

#### 5.3.2 DISTRIBUTION OF MODIFIED SOFTWARE

If the Licensee makes any Contribution to the Software, the resulting Modified Software may be distributed under a license agreement other than this Agreement subject to compliance with the provisions of Article 5.3.4.

#### 5.3.3 DISTRIBUTION OF EXTERNAL MODULES

When the Licensee has developed an External Module, the terms and conditions of this Agreement do not apply to said External Module, that may be distributed under a separate license agreement.

#### 5.3.4 CREDITS

Any Licensee who may distribute a Modified Software hereby expressly agrees to:

1.

indicate in the related documentation that it is based on the Software licensed hereunder, and reproduce the intellectual property notice for the Software,

2.

ensure that written indications of the Software intended use, intellectual property notice and license hereunder are included in easily accessible format from the Modified Software interface,

3.

mention, on a freely accessible website describing the Modified Software, at least throughout the distribution term thereof, that it is based on the Software licensed hereunder, and reproduce the Software intellectual property notice,

4.

where it is distributed to a third party that may distribute a Modified Software without having to make its source code available, make its best efforts to ensure that said third party agrees to comply with the obligations set forth in this Article .

If the Software, whether or not modified, is distributed with an External Module designed for use in connection with the Software, the Licensee shall submit said External Module to the foregoing obligations.

#### 5.3.5 COMPATIBILITY WITH THE CeCILL AND CeCILL-C LICENSES

Where a Modified Software contains a Contribution subject to the CeCILL license, the provisions set forth in Article 5.3.4 shall be optional.

A Modified Software may be distributed under the CeCILL-C license. In such a case the provisions set forth in Article 5.3.4 shall be optional.

### Article 6 - INTELLECTUAL PROPERTY

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#### 6.1 OVER THE INITIAL SOFTWARE

The Holder owns the economic rights over the Initial Software. Any or all use of the Initial Software is subject to compliance with the terms and conditions under which the Holder has elected to distribute its work and no one shall be entitled to modify the terms and conditions for the distribution of said Initial Software.

The Holder undertakes that the Initial Software will remain ruled at least by this Agreement, for the duration set forth in Article 4.2.

#### 6.2 OVER THE CONTRIBUTIONS

The Licensee who develops a Contribution is the owner of the intellectual property rights over this Contribution as defined by applicable law.

#### 6.3 OVER THE EXTERNAL MODULES

The Licensee who develops an External Module is the owner of the intellectual property rights over this External Module as defined by applicable law and is free to choose the type of agreement that shall govern its distribution.

#### 6.4 JOINT PROVISIONS

The Licensee expressly undertakes:

1.

not to remove, or modify, in any manner, the intellectual property notices attached to the Software;

2.

to reproduce said notices, in an identical manner, in the copies of the Software modified or not.

The Licensee undertakes not to directly or indirectly infringe the intellectual property rights of the Holder and/or Contributors on the Software and to take, where applicable, vis-à-vis its staff, any and all measures required to ensure respect of said intellectual property rights of the Holder and/or Contributors.

#### Article 7 - RELATED SERVICES

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7.1 Under no circumstances shall the Agreement oblige the Licensor to provide technical assistance or maintenance services for the Software.

However, the Licensor is entitled to offer this type of services. The terms and conditions of such technical assistance, and/or such maintenance, shall be set forth in a separate instrument. Only the Licensor offering said maintenance and/or technical assistance services shall incur liability therefor.

7.2 Similarly, any Licensor is entitled to offer to its licensees, under its sole responsibility, a warranty, that shall only be binding upon itself, for the redistribution of the Software and/or the Modified Software, under terms and conditions that it is free to decide. Said warranty, and the financial terms and conditions of its application, shall be subject of a separate instrument executed between the Licensor and the Licensee.

#### Article 8 - LIABILITY

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8.1 Subject to the provisions of Article 8.2, the Licensee shall be entitled to claim compensation for any direct loss it may have suffered from the Software as a result of a fault on the part of the relevant Licensor, subject to providing evidence thereof.

8.2 The Licensor's liability is limited to the commitments made under this Agreement and shall not be incurred as a result of in particular:

- i. loss due the Licensee's total or partial failure to fulfill its obligations,
- ii. direct or consequential loss that is suffered by the Licensee due to the use or performance of the Software, and
- iii. more generally, any consequential loss.

In particular the Parties expressly agree that any or all pecuniary or business loss (i.e. loss of data, loss of profits, operating loss, loss of customers or orders, opportunity cost, any disturbance to business activities) or any or all legal proceedings instituted against the Licensee by a third party, shall constitute consequential loss and shall not provide entitlement to any or all compensation from the Licensor.

#### Article 9 - WARRANTY

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9.1 The Licensee acknowledges that the scientific and technical state-of-the-art when the Software was distributed did not enable all possible uses to be tested and verified, nor for the presence of possible defects to be detected. In this respect, the Licensee's attention has been drawn to the risks associated with loading, using, modifying and/or developing and reproducing the Software which are reserved for experienced users.

The Licensee shall be responsible for verifying, by any or all means, the suitability of the product for its requirements, its good working order, and for ensuring that it shall not cause damage to either persons or properties.

9.2 The Licensor hereby represents, in good faith, that it is entitled to grant all the rights over the Software (including in particular the rights set forth in Article 5).

9.3 The Licensee acknowledges that the Software is supplied "as is" by the Licensor without any other express or tacit warranty, other than that provided for in Article 9.2 and, in particular, without any warranty as to its commercial value, its secured, safe, innovative or relevant nature.

Specifically, the Licensor does not warrant that the Software is free from any error, that it will operate without interruption, that it will be compatible with the Licensee's own equipment and software configuration, nor that it will meet the Licensee's requirements.

9.4 The Licensor does not either expressly or tacitly warrant that the Software does not infringe any third party intellectual property right relating to a patent, software or any other property right. Therefore, the Licensor disclaims any and all liability towards the Licensee arising out of any or all proceedings for infringement that may be instituted in respect of the use, modification and redistribution of the Software. Nevertheless, should such proceedings be instituted against the Licensee, the Licensor shall provide it with technical and legal assistance for its defense. Such technical and legal assistance shall be decided on a case-by-case basis between the relevant Licensor and the Licensee pursuant to a memorandum of understanding. The Licensor disclaims any and all liability as regards the Licensee's use of the name of the Software. No warranty is given as regards the existence of prior rights over the name of the Software or as regards the existence of a trademark.

#### Article 10 - TERMINATION

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10.1 In the event of a breach by the Licensee of its obligations hereunder, the Licensor may automatically terminate this Agreement thirty (30) days after notice has been sent to the Licensee and has remained ineffective.

10.2 A Licensee whose Agreement is terminated shall no longer be authorized to use, modify or distribute the Software. However, any licenses that it may have granted prior to termination of the Agreement shall remain valid subject to their having been granted in compliance with the terms and conditions hereof.

Article 11 - MISCELLANEOUS

11.1 EXCUSABLE EVENTS

Neither Party shall be liable for any or all delay, or failure to perform the Agreement, that may be attributable to an event of force majeure, an act of God or an outside cause, such as defective functioning or interruptions of the electricity or telecommunications networks, network paralysis following a virus attack, intervention by government authorities, natural disasters, water damage, earthquakes, fire, explosions, strikes and labor unrest, war, etc.

11.2 Any failure by either Party, on one or more occasions, to invoke one or more of the provisions hereof, shall under no circumstances be interpreted as being a waiver by the interested Party of its right to invoke said provision(s) subsequently.

11.3 The Agreement cancels and replaces any or all previous agreements, whether written or oral, between the Parties and having the same purpose, and constitutes the entirety of the agreement between said Parties concerning said purpose. No supplement or modification to the terms and conditions hereof shall be effective as between the Parties unless it is made in writing and signed by their duly authorized representatives.

11.4 In the event that one or more of the provisions hereof were to conflict with a current or future applicable act or legislative text, said act or legislative text shall prevail, and the Parties shall make the necessary amendments so as to comply with said act or legislative text. All other provisions shall remain effective. Similarly, invalidity of a provision of the Agreement, for any reason whatsoever, shall not cause the Agreement as a whole to be invalid.

11.5 LANGUAGE

The Agreement is drafted in both French and English and both versions are deemed authentic.

Article 12 - NEW VERSIONS OF THE AGREEMENT

12.1 Any person is authorized to duplicate and distribute copies of this Agreement.

12.2 So as to ensure coherence, the wording of this Agreement is protected and may only be modified by the authors of the License, who reserve the right to periodically publish updates or new versions of the Agreement, each with a separate number. These subsequent versions may address new issues encountered by Free Software.

12.3 Any Software distributed under a given version of the Agreement may only be subsequently distributed under the same version of the Agreement or a subsequent version.

Article 13 - GOVERNING LAW AND JURISDICTION

13.1 The Agreement is governed by French law. The Parties agree to endeavor to seek an amicable solution to any disagreements or disputes that may arise during the performance of the Agreement.

13.2 Failing an amicable solution within two (2) months as from their occurrence, and unless emergency proceedings are necessary, the disagreements or disputes shall be referred to the Paris Courts having jurisdiction, by the more diligent Party.

Footnote 1 CeCILL stands for Ce(a) C(nrs) I(nria) L(ogiciel) L(ibre)

Version 1.0 dated 2006-09-05.

CONTRAT DE LICENCE DE LOGICIEL LIBRE CeCILL-B

Avertissement

Ce contrat est une licence de logiciel libre issue d'une concertation entre ses auteurs afin que le respect de deux grands principes préside à sa rédaction:

\* d'une part, le respect des principes de diffusion des logiciels libres: accès au code source, droits étendus conférés aux utilisateurs,

\* d'autre part, la désignation d'un droit applicable, le droit français, auquel elle est conforme, tant au regard du droit de la responsabilité civile que du droit de la propriété intellectuelle et de la protection qu'il offre aux auteurs et titulaires des droits patrimoniaux sur un logiciel.

Les auteurs de la licence CeCILL-B1 sont:

Commissariat à l'Energie Atomique - CEA, établissement public de recherche à caractère scientifique, technique et industriel, dont le siège est situé 25 rue Leblanc, immeuble Le Ponant D, 75015 Paris.

Centre National de la Recherche Scientifique - CNRS, établissement public à caractère scientifique et technologique, dont le siège est situé 3 rue Michel-Ange, 75794 Paris cedex 16.

Institut National de Recherche en Informatique et en Automatique - INRIA, établissement public à caractère scientifique et technologique, dont le siège est situé Domaine de Voluceau, Rocquencourt, BP 105, 78153 Le Chesnay cedex.

Préambule

Ce contrat est une licence de logiciel libre dont l'objectif est de conférer aux utilisateurs une très large liberté de modification et de redistribution du logiciel régi par cette licence.

L'exercice de cette liberté est assorti d'une obligation forte de citation à la charge de ceux qui distribueraient un logiciel incorporant un logiciel régi par la présente licence afin d'assurer que les contributions de tous soient correctement identifiées et reconnues.

L'accessibilité au code source et les droits de copie, de modification et de redistribution qui découlent de ce contrat ont pour contrepartie de n'offrir aux utilisateurs qu'une garantie limitée et de ne faire peser sur l'auteur du logiciel, le titulaire des droits patrimoniaux et les concédants successifs qu'une responsabilité restreinte.

A cet égard l'attention de l'utilisateur est attirée sur les risques associés au chargement, à l'utilisation, à la modification et/ou au développement et à la reproduction du logiciel par l'utilisateur étant donné sa spécificité de logiciel libre, qui peut le rendre complexe à manipuler et qui le réserve donc à des développeurs ou des professionnels avertis possédant des connaissances informatiques approfondies. Les utilisateurs sont donc invités à charger et tester l'adéquation du logiciel à leurs besoins dans des conditions permettant d'assurer la sécurité de leurs systèmes et/ou de leurs données et, plus généralement, à l'utiliser et l'exploiter dans les mêmes conditions de sécurité. Ce contrat peut être reproduit et diffusé librement, sous réserve de le conserver en l'état, sans ajout ni suppression de clauses.

Ce contrat est susceptible de s'appliquer à tout logiciel dont le titulaire des droits patrimoniaux décide de soumettre l'exploitation aux dispositions qu'il contient.

#### Article 1 - DEFINITIONS

-----

Dans ce contrat, les termes suivants, lorsqu'ils seront écrits avec une lettre capitale, auront la signification suivante:

Contrat: désigne le présent contrat de licence, ses éventuelles versions postérieures et annexes.

Logiciel: désigne le logiciel sous sa forme de Code Objet et/ou de Code Source et le cas échéant sa documentation, dans leur état au moment de l'acceptation du Contrat par le Licencié.

Logiciel Initial: désigne le Logiciel sous sa forme de Code Source et éventuellement de Code Objet et le cas échéant sa documentation, dans leur état au moment de leur première diffusion sous les termes du Contrat.

Logiciel Modifié: désigne le Logiciel modifié par au moins une Contribution.

Code Source: désigne l'ensemble des instructions et des lignes de programme du Logiciel et auquel l'accès est nécessaire en vue de modifier le Logiciel.

Code Objet: désigne les fichiers binaires issus de la compilation du Code Source.



Titulaire: désigne le ou les détenteurs des droits patrimoniaux d'auteur sur le Logiciel Initial.

Licencié: désigne le ou les utilisateurs du Logiciel ayant accepté le Contrat.

Contributeur: désigne le Licencié auteur d'au moins une Contribution.

Concédant: désigne le Titulaire ou toute personne physique ou morale distribuant le Logiciel sous le Contrat.

Contribution: désigne l'ensemble des modifications, corrections, traductions, adaptations et/ou nouvelles fonctionnalités intégrées dans le Logiciel par tout Contributeur, ainsi que tout Module Interne.

Module: désigne un ensemble de fichiers sources y compris leur documentation qui permet de réaliser des fonctionnalités ou services supplémentaires à ceux fournis par le Logiciel.

Module Externe: désigne tout Module, non dérivé du Logiciel, tel que ce Module et le Logiciel s'exécutent dans des espaces d'adressage différents, l'un appelant l'autre au moment de leur exécution.

Module Interne: désigne tout Module lié au Logiciel de telle sorte qu'ils s'exécutent dans le même espace d'adressage.

Parties: désigne collectivement le Licencié et le Concédant.

Ces termes s'entendent au singulier comme au pluriel.

## Article 2 - OBJET

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Le Contrat a pour objet la concession par le Concédant au Licencié d'une licence non exclusive, cessible et mondiale du Logiciel telle que définie ci-après à l'article 5 pour toute la durée de protection des droits portant sur ce Logiciel.

## Article 3 - ACCEPTATION

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3.1 L'acceptation par le Licencié des termes du Contrat est réputée acquise du fait du premier des faits suivants:

\* (i) le chargement du Logiciel par tout moyen notamment par téléchargement à partir d'un serveur distant ou par chargement à partir d'un support physique;

\* (ii) le premier exercice par le Licencié de l'un quelconque des droits concédés par le Contrat.

3.2 Un exemplaire du Contrat, contenant notamment un avertissement relatif aux spécificités du Logiciel, à la restriction de garantie et à la limitation à un usage par des utilisateurs expérimentés a été mis à disposition du Licencié préalablement à son acceptation telle que définie à l'article 3.1 ci dessus et le Licencié reconnaît en avoir pris connaissance.

#### Article 4 - ENTREE EN VIGUEUR ET DUREE

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##### 4.1 ENTREE EN VIGUEUR

Le Contrat entre en vigueur à la date de son acceptation par le Licencié telle que définie en 3.1.

##### 4.2 DUREE

Le Contrat produira ses effets pendant toute la durée légale de protection des droits patrimoniaux portant sur le Logiciel.

#### Article 5 - ETENDUE DES DROITS CONCEDES

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Le Concédant concède au Licencié, qui accepte, les droits suivants sur le Logiciel pour toutes destinations et pour la durée du Contrat dans les conditions ci-après détaillées.

Par ailleurs, si le Concédant détient ou venait à détenir un ou plusieurs brevets d'invention protégeant tout ou partie des fonctionnalités du Logiciel ou de ses composants, il s'engage à ne pas opposer les éventuels droits conférés par ces brevets aux Licenciés successifs qui utiliseraient, exploiteraient ou modifieraient le Logiciel. En cas de cession de ces brevets, le Concédant s'engage à faire reprendre les obligations du présent alinéa aux cessionnaires.

##### 5.1 DROIT D'UTILISATION

Le Licencié est autorisé à utiliser le Logiciel, sans restriction quant aux domaines d'application, étant ci-après précisé que cela comporte:

1.

la reproduction permanente ou provisoire du Logiciel en tout ou partie par tout moyen et sous toute forme.

2.

le chargement, l'affichage, l'exécution, ou le stockage du Logiciel sur tout support.

3.

la possibilité d'en observer, d'en étudier, ou d'en tester le fonctionnement afin de déterminer les idées et principes qui sont à la base de n'importe quel élément de ce Logiciel; et ceci, lorsque le Licencié effectue toute opération de chargement, d'affichage, d'exécution, de transmission ou de stockage du Logiciel qu'il est en droit d'effectuer en vertu du Contrat.

## 5.2 DROIT D'APPORTER DES CONTRIBUTIONS

Le droit d'apporter des Contributions comporte le droit de traduire, d'adapter, d'arranger ou d'apporter toute autre modification au Logiciel et le droit de reproduire le logiciel en résultant.

Le Licencié est autorisé à apporter toute Contribution au Logiciel sous réserve de mentionner, de façon explicite, son nom en tant qu'auteur de cette Contribution et la date de création de celle-ci.

## 5.3 DROIT DE DISTRIBUTION

Le droit de distribution comporte notamment le droit de diffuser, de transmettre et de communiquer le Logiciel au public sur tout support et par tout moyen ainsi que le droit de mettre sur le marché à titre onéreux ou gratuit, un ou des exemplaires du Logiciel par tout procédé.

Le Licencié est autorisé à distribuer des copies du Logiciel, modifié ou non, à des tiers dans les conditions ci-après détaillées.

### 5.3.1 DISTRIBUTION DU LOGICIEL SANS MODIFICATION

Le Licencié est autorisé à distribuer des copies conformes du Logiciel, sous forme de Code Source ou de Code Objet, à condition que cette distribution respecte les dispositions du Contrat dans leur totalité et soit accompagnée:

1.

d'un exemplaire du Contrat,

2.

d'un avertissement relatif à la restriction de garantie et de responsabilité du Concédant telle que prévue aux articles 8 et 9,

et que, dans le cas où seul le Code Objet du Logiciel est redistribué, le Licencié permette un accès effectif au Code Source complet du Logiciel pendant au moins toute la durée de sa distribution du Logiciel, étant entendu que le coût additionnel d'acquisition du Code Source ne devra pas excéder le simple coût de transfert des données.

### 5.3.2 DISTRIBUTION DU LOGICIEL MODIFIE

Lorsque le Licencié apporte une Contribution au Logiciel, le Logiciel Modifié peut être distribué sous un contrat de licence autre que le présent Contrat sous réserve du respect des dispositions de l'article 5.3.4.

### 5.3.3 DISTRIBUTION DES MODULES EXTERNES

Lorsque le Licencié a développé un Module Externe les conditions du Contrat ne s'appliquent pas à ce Module Externe, qui peut être distribué sous un contrat de licence différent.

#### 5.3.4 CITATIONS

Le Licencié qui distribue un Logiciel Modifié s'engage expressément:

1.

à indiquer dans sa documentation qu'il a été réalisé à partir du Logiciel régi par le Contrat, en reproduisant les mentions de propriété intellectuelle du Logiciel,

2.

à faire en sorte que l'utilisation du Logiciel, ses mentions de propriété intellectuelle et le fait qu'il est régi par le Contrat soient indiqués dans un texte facilement accessible depuis l'interface du Logiciel Modifié,

3.

à mentionner, sur un site Web librement accessible décrivant le Logiciel Modifié, et pendant au moins toute la durée de sa distribution, qu'il a été réalisé à partir du Logiciel régi par le Contrat, en reproduisant les mentions de propriété intellectuelle du Logiciel,

4.

lorsqu'il le distribue à un tiers susceptible de distribuer lui-même un Logiciel Modifié, sans avoir à en distribuer le code source, à faire ses meilleurs efforts pour que les obligations du présent article 5.3.4 soient reprises par le dit tiers.

Lorsque le Logiciel modifié ou non est distribué avec un Module Externe qui a été conçu pour l'utiliser, le Licencié doit soumettre le dit Module Externe aux obligations précédentes.

#### 5.3.5 COMPATIBILITE AVEC LES LICENCES CeCILL et CeCILL-C

Lorsqu'un Logiciel Modifié contient une Contribution soumise au contrat de licence CeCILL, les stipulations prévues à l'article 5.3.4 sont facultatives.

Un Logiciel Modifié peut être distribué sous le contrat de licence CeCILL-C. Les stipulations prévues à l'article 5.3.4 sont alors facultatives.

#### Article 6 - PROPRIETE INTELLECTUELLE

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## 6.3 SUR LES MODULES EXTERNES

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1.

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2.

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## Article 7 - SERVICES ASSOCIES

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7.1 Le Contrat n'oblige en aucun cas le Concédant à la réalisation de prestations d'assistance technique ou de maintenance du Logiciel.

Cependant le Concédant reste libre de proposer ce type de services. Les termes et conditions d'une telle assistance technique et/ou d'une telle maintenance seront alors déterminés dans un acte séparé. Ces actes de maintenance et/ou assistance technique n'engageront que la seule responsabilité du Concédant qui les propose.

7.2 De même, tout Concédant est libre de proposer, sous sa seule responsabilité, à ses licenciés une garantie, qui n'engagera que lui, lors de la redistribution du Logiciel et/ou du Logiciel Modifié et ce, dans les conditions qu'il souhaite. Cette garantie et les modalités financières de son application feront l'objet d'un acte séparé entre le Concédant et le Licencié.

## Article 8 - RESPONSABILITE

8.1 Sous réserve des dispositions de l'article 8.2, le Licencié a la faculté, sous réserve de prouver la faute du Concédant concerné, de solliciter la réparation du préjudice direct qu'il subirait du fait du Logiciel et dont il apportera la preuve.

8.2 La responsabilité du Concédant est limitée aux engagements pris en application du Contrat et ne saurait être engagée en raison notamment: (i) des dommages dus à l'inexécution, totale ou partielle, de ses obligations par le Licencié, (ii) des dommages directs ou indirects découlant de l'utilisation ou des performances du Logiciel subis par le Licencié et (iii) plus généralement d'un quelconque dommage indirect. En particulier, les Parties conviennent expressément que tout préjudice financier ou commercial (par exemple perte de données, perte de bénéfices, perte d'exploitation, perte de clientèle ou de commandes, manque à gagner, trouble commercial quelconque) ou toute action dirigée contre le Licencié par un tiers, constitue un dommage indirect et n'ouvre pas droit à réparation par le Concédant.

## Article 9 - GARANTIE

9.1 Le Licencié reconnaît que l'état actuel des connaissances scientifiques et techniques au moment de la mise en circulation du Logiciel ne permet pas d'en tester et d'en vérifier toutes les utilisations ni de détecter l'existence d'éventuels défauts. L'attention du Licencié a été attirée sur ce point sur les risques associés au chargement, à l'utilisation, la modification et/ou au développement et à la reproduction du Logiciel qui sont réservés à des utilisateurs avertis.

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9.2 Le Concédant déclare de bonne foi être en droit de concéder l'ensemble des droits attachés au Logiciel (comprenant notamment les droits visés à l'article 5).

9.3 Le Licencié reconnaît que le Logiciel est fourni "en l'état" par le Concédant sans autre garantie, expresse ou tacite, que celle prévue à l'article 9.2 et notamment sans aucune garantie sur sa valeur commerciale, son caractère sécurisé, innovant ou pertinent.

En particulier, le Concédant ne garantit pas que le Logiciel est exempt d'erreur, qu'il fonctionnera sans interruption, qu'il sera compatible avec l'équipement du Licencié et sa configuration logicielle ni qu'il remplira les besoins du Licencié.

9.4 Le Concédant ne garantit pas, de manière expresse ou tacite, que le Logiciel ne porte pas atteinte à un quelconque droit de propriété intellectuelle d'un tiers portant sur un brevet, un logiciel ou sur tout autre droit de propriété. Ainsi, le Concédant exclut toute garantie au profit du Licencié contre les

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#### Article 10 - RESILIATION

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10.1 En cas de manquement par le Licencié aux obligations mises à sa charge par le Contrat, le Concédant pourra résilier de plein droit le Contrat trente (30) jours après notification adressée au Licencié et restée sans effet.

10.2 Le Licencié dont le Contrat est résilié n'est plus autorisé à utiliser, modifier ou distribuer le Logiciel. Cependant, toutes les licences qu'il aura concédées antérieurement à la résiliation du Contrat resteront valides sous réserve qu'elles aient été effectuées en conformité avec le Contrat.

#### Article 11 - DISPOSITIONS DIVERSES

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##### 11.1 CAUSE EXTERIEURE

Aucune des Parties ne sera responsable d'un retard ou d'une défaillance d'exécution du Contrat qui serait dû à un cas de force majeure, un cas fortuit ou une cause extérieure, telle que, notamment, le mauvais fonctionnement ou les interruptions du réseau électrique ou de télécommunication, la paralysie du réseau liée à une attaque informatique, l'intervention des autorités gouvernementales, les catastrophes naturelles, les dégâts des eaux, les tremblements de terre, le feu, les explosions, les grèves et les conflits sociaux, l'état de guerre...

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dispositions du Contrat ne saurait entraîner la nullité de l'ensemble du Contrat.

#### 11.5 LANGUE

Le Contrat est rédigé en langue française et en langue anglaise, ces deux versions faisant également foi.

#### Article 12 - NOUVELLES VERSIONS DU CONTRAT

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12.1 Toute personne est autorisée à copier et distribuer des copies de ce Contrat.

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#### Article 13 - LOI APPLICABLE ET COMPETENCE TERRITORIALE

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13.1 Le Contrat est régi par la loi française. Les Parties conviennent de tenter de régler à l'amiable les différends ou litiges qui viendraient à se produire par suite ou à l'occasion du Contrat.

13.2 A défaut d'accord amiable dans un délai de deux (2) mois à compter de leur survenance et sauf situation relevant d'une procédure d'urgence, les différends ou litiges seront portés par la Partie la plus diligente devant les Tribunaux compétents de Paris.

1 CeCILL est pour Ce(a) C(nrs) I(nria) L(ogiciel) L(ibre)

Version 1.0 du 2006-09-05.

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(bridge-utils 1.6, DASH C++ 2.0.3, GD 2.2.5, groff 1.22.4, kernel-debuginfo-common-x86\_64 4.19.0, libgssglue1 0.4, libxext6 1.3.3, libxtst6 1.2.3, linux-azure-edge-cloud-tools-4.13.0-1003 5.0.0, linux-azure-tools-4.10.0-1005 4.18.0, Mini-XML 2.6, NSS 3.42.1, Setserial --- serial driver config tool 2.17, Wayland 1.16.0, xkeyboard-config 2.26)

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(linux-azure-tools-4.10.0-1005 4.18.0, MySQL mysql-5.7.33, xkeyboard-config-lang 2.23.1)

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(lua 5.3.3, python-cffi 1.12.2, python-httplib2 0.11.3)

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( perl-gettext 1.07, autodie 2.29, base-files 10.3+deb10u3, Class::ISA 0.36, Compress::Raw::Zlib 2.076, CPAN 2.20, CPAN::Meta 2.150010, DASH C++ 2.0.3, debian-archive-keyring 2019.1+deb10u1, DevelPPPport 3.40, ExtUtils::CBuilder 0.280230, gcc-8-base 8.3.0, GNU grep 3.3, GNU Sharutils 4.15.2, greearb/iproute2-ct If-5.4.2, HTTP::Tiny 0.070, IO 1.39, iproute2 v5.7.0, JSON-PP 2.97.001, kernel-debuginfo-common-x86\_64 4.19.0, libdigest-sha-perl 6.01, libextutils-cbuilder-perl 0.280230, liblocale-codes-perl 3.56, libmath-bigint-perl 1.999811, libmodule-corelist-perl 5.20180622, LibNet 3.11, libpod-simple-perl 3.35, libtest-simple-perl 1.302133, libtext-charwidth-perl 0.04, libtext-wrapi18n-perl 0.06, linux-azure-edge-cloud-tools-4.13.0-1003 5.0.0, linux-azure-tools-4.10.0-1005 4.18.0, Locale::Maketext 1.29, logrotate 3.14.0, Math::BigInt::FastCalc 0.500.600, Mini-XML 2.6, Module::CoreList 5.20190419, Perl 5.28.1, Perl 5 Encode 2.97, perl-Archive-Tar 2.30, perl-DBM\_Filter 0.06, perl-experimental 0.019, perl-ExtUtils-Constant 0.25, perl-ExtUtils-Miniperl 1.08, perl-ExtUtils-ParseXS 3.39, perl-Text-CharWidth 0.04, perl-Text-WrapI18N 0.06, perl-threads-shared 1.58, perl-version 0.99.23, pinentry-curses 1.1.0, rh-perl530-perl-Filter-Simple 0.95, Switch 2.17, Test::Harness 3.42, Time::Local 1.250, Unicode::Collate 1.25, zstd 1.3.8)

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Netlink Protocol Library Suite (libnl) 3.4.0, Nettle 3.4.1, openmpi-common 4.0.3~rc4, openmpi-common 4.0.5, OVN 2.13.0~git20200212.15ae9db33, pinentry-curses 1.1.0, pip 9.0.3, Procps 3.3.15, PulseAudio 12.2, python-httpplib2 0.11.3, QEMU 2.6.1, quvi 0.4.1, rdma-core v31.0, rtmpdump 2.4+20151223.gitfa8646d.1, sanbootconf 1.0.0+git-20190125.36a4c85, Seccomp Library 2.3.3, selinux 2.8, spice 0.14.0, systemd-sysvinit 241, udev 241, usbredir 0.8.0, Userspace RCU 0.10.2, Virtual Distributed Ethernet 2.3.2+r586, www.gtk.org 2.58.3, xen-utils-3.2-1 4.11.4+99-g8bce4698f6, xkeyboard-config-lang 2.23.1)

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Version 3, 29 June 2007

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from

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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 executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

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.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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Version 2, June 1991

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[This is the first released version of the Library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]

Preamble

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The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

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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.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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 executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

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.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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Ty Coon, President of Vice

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## **GPL 2.0 with OpenSSL Exception**

(Linux Unified Key Setup 2.2.0-rc1)

GPL 2.0 with OpenSSL Exception

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Version 2, June 1991

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(kernel-debuginfo-common-x86\_64 4.19.0, LibNet 3.11, linux-azure-edge-cloud-tools-4.13.0-1003 5.0.0, linux-azure-tools-4.10.0-1005 4.18.0, openmpi-common 4.0.3~rc4, openmpi-common 4.0.5, Portable Hardware Locality (hwloc) 4.0.5, python-Werkzeug 0.14.1)

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### **INTRODUCTORY STATEMENT**

Software that Hacktivismo<sup>[fn1]</sup> releases under this License Agreement is intended to promote our political objectives. And, likewise, the purpose of this License Agreement itself is political: Namely, to compliment the software's intended political function. Hacktivismo itself exists to develop and deploy computer software technologies that promote fundamental human rights of end-users. Hacktivismo also seeks to enlist the active participation and involvement of people around the world, to help us improve these software tools, and to take other actions (including actions that involve using and distributing our

software, and the advancement of similarly-minded software projects of others) that promote human rights and freedom worldwide.

[fn1] <http://hacktivismo.com/>

Because of our non-commercial objective of promoting end-users' freedoms, Hacktivismo has some special, and admittedly ambitious, licensing needs. This License Agreement enhances the benefits of published source code by backing up our human rights projects with appropriate remedies enforceable in court.

The Freedoms We Promote: When we speak of the freedom of end-users, we are talking about basic freedoms recognized in the Hacktivismo Declaration,[fn2] the International Covenant on Civil and Political Rights,[fn3] the Universal Declaration of Human Rights,[fn4] and other documents that recognize and promote freedom and human dignity. Principal among these freedoms are:

[fn2] <http://hacktivismo.com/about/declarations/>

[fn3] [http://www.unhchr.ch/html/menu3/b/a\\_ccpr.htm](http://www.unhchr.ch/html/menu3/b/a_ccpr.htm)

[fn4] <http://www.un.org/Overview/rights.html>

Freedom of Expression: The freedom of opinion and expression "include[s] freedom to seek, receive and impart information and ideas of all kinds, regardless of frontiers,"[fn5] and the freedom to choose one's own medium of expression. The arbitrary use of technological censorship measures to block or prevent access to broad categories of speech and expression including the work of critics, intellectuals, artists, journalists, and religious figures is seldom, if ever, justified by any legitimate governmental objective. And, to the extent that technology enables censorship decisions to be removed from public scrutiny and review, technology-based censorship mechanisms are especially suspect and dangerous to civil society. When repressive governments and other institutions of power seek to deprive people of this basic freedom, people have the right to secure, employ and deploy the tools necessary to reclaim the freedoms to which they are justifiably entitled.

[fn5] Article 19, Universal Declaration of Human Rights.

Freedom of Collective Action and Association: People have and should have the "freedom of peaceful assembly and association." [fn6] This freedom includes the right of people to work together to secure constructive change in their personal, economic, and political circumstances. When repressive governments or other institutions of power seek to deprive people (including users of the Internet) of their freedoms of voluntary assembly, association, and common enterprise, people have the right to secure, employ and deploy technologies that reclaim the freedoms to which they are justifiably entitled.

[fn6] Article 20(1), Universal Declaration of Human Rights.

Freedoms of Thought, Conscience, Sexuality, and Religion: People have and should have the freedom of "thought, conscience, and religion." [fn7] This right "includes freedom to change religion or belief, and freedom, either alone or in community with others, in public or private, to manifest any religion or belief in teaching, practice, worship and observance, regardless of doctrine." [fn8]

Every person, regardless of sex or sexual preference, and with reciprocal respect for the corresponding rights of all others, has and should have the right to determine and choose, freely and without coercion, whether, how and with whom he or she shall fully enjoy the most private and personal aspects of human life, including individual sexuality, reproduction, and fertility. Moreover, "[t]he explicit recognition and reaffirmation of the right of all women to control all aspects of their health, in particular their own fertility, is basic to their empowerment." [fn9] When repressive governments and other institutions of power seek to deprive people of these basic freedoms, they have the right to secure, employ and deploy the tools necessary to reclaim the freedoms to which they are justifiably entitled.

[fn7] Article 18, Universal Declaration of Human Rights.

[fn8] *Id.*

[fn9] Paragraph 17, Beijing Declaration of the Fourth United Nations Conference on Women (Sept. 15, 1995).

Freedom of Privacy: Every person has the right to be free from "subject[ion] to arbitrary interference with his [or her] privacy, family, home or correspondence" [fn10] -- digitally, or by any other means or methodology. This freedom of privacy includes the right to be free from governmental or private surveillance that might interfere with or deter the rightful exercise of any other freedoms of any person. In the context of software tools that enable people to reclaim their freedoms, all end-users have and should have the right to secure and use tools that are free from the surreptitious insertion into their software of "backdoors," "spy-ware," escrow mechanisms, or other code or techniques that might promote surveillance, or subvert security (including cryptographic security), confidentiality, anonymity, authenticity and/or trust.

[fn10] Article 12, Universal Declaration of Human Rights.

Reasons For Enhancing "Free" and "Open-Source" Licensing: Developing a new software license is never a trivial task and this License Agreement has presented special challenges for Hacktivism. Because of our human rights objectives, this License Agreement includes some specific terms and conditions that, as a technical matter, depart from the previously-recognized and established definitions of "free" [fn11] software and "open source" [fn12] software.

[fn11] <http://www.gnu.org/philosophy/free-sw.html>

[fn12] [http://www.opensource.org/docs/definition\\_plain.php](http://www.opensource.org/docs/definition_plain.php)

We have therefore coined the term "enhanced source" to describe this License Agreement because we have sought to combine most of the freedom-promoting benefits of "free" or "open-source" software (including mandatory disclosure of any changes or modifications Licensees make to the source code, whenever they release modified versions of HESSLA-licensed Programs or other Derivative Works), with additional enhanced license and contractual terms that are intended to promote the freedom of end-users. The Hacktivism Enhanced-Source Software License Agreement promotes our objectives in an enhanced manner by including contractual terms that empower both Hacktivism and qualified end-users with greater flexibility and leverage to maintain and recover human rights, through the mechanism of the contract itself including terms that are designed to enhance

both our enforcement posture and that of qualified end-users in court.

To be sure, Hactivismo enthusiastically endorses and supports the goals and objectives of the Free Software movement and those of the open source community. In particular, we owe a special debt of gratitude to the Free Software Foundation, to the Open Source Initiative, and to many exceedingly talented people who have contributed to Free Software and open source projects and endeavors over the years.

Ultimately, however, after reviewing the field of possibilities among previously-existing "open source" and "free" licenses, Hactivismo has concluded that none of them fully meets our requirements. Writing our own License Agreement enables us to pursue our human rights objectives more effectively. This licensing endeavor represents a first step toward achieving our objectives, and no doubt informed feedback, scholarship, and learned commentary will enable us to pursue our objectives even more effectively in the future.

Benefits That Carry Over From Free Software: Before we explain how an "enhanced source" License Agreement specifically differs from a "free" or "open source" license, we believe it is helpful to explain in greater detail what the principal advantages, and freedom-enhancing aspects, of "free" software are.

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The licenses for most computer software programs are designed to take away Your freedom to share software or change source code. This kind of software is designated as proprietary or "closed." The Hactivismo Enhanced-Source Software License Agreement -- like other license agreements that have served as inspiration for our work -- is intended to promote both Your freedom to share our software with others, and Your freedom to change and improve the software. Your right under this License Agreement to look at the source not only enables You to contribute Your own efforts to Hactivismo's human rights projects, but also serves as an additional level of assurance to You as an end-user that unwelcome, hidden surprises have not been inserted into the software, that could compromise Your rights and freedoms when You use the software.

HESSLA Helps Safeguard Additional End-User Freedoms: In order to understand why this License Agreement must be described as "enhanced source," and cannot strictly speaking be considered either a "free" or "open source" license agreement, it is helpful to consider the possibility that a programmer might insert malicious code, such as a computer virus, a keystroke logger, or "spyware" into a program that has previously been released under a "free software" license agreement.<sup>[fn13]</sup> The act of inserting malicious code into software, if done by a private individual or company (though many governments will contend they are not required to play by the same rules as the rest of us), may well violate criminal laws and result in civil tort liability. It is, of course, also possible to deter such malicious behavior by including, in a software license agreement, a specific contractual term that prohibits such behavior meaning that any licensee who violates the prohibition against malicious code can be sued by the licensor (or by third-party beneficiaries who the licensor has explicitly identified as alternate or additional enforcers of the agreement) for money damages and a court order forbidding any continued violation.

<sup>[fn13]</sup>In this regard, a the following hypothetical illustration should be particularly helpful. If an organization of computer security enthusiasts were to release, under the GNU General Public License ("GPL"), a program called "Grey Eminence 3000" ("GE3K") a remote-administration tool for Microsoft Windows, that helps illustrate how insecure this particular commercial product happens to be it should hardly be surprising that the United States Secret Service and Federal Bureau of Investigation, after making some loud and misleading apocalyptic noises about "computer hackers" to Congress and in the media (primarily in a largely successful effort to increase their technology budgets), would also study the software to see what it does, how it does it, and whether any of those capabilities happen to be features that law enforcement might find helpful. Of course, if the U.S. federal law enforcement community were to announce, several months later, that it had commissioned the development of "classified" quasi-viral computer-intrusion and surveillance software called "Magic Candle" the capabilities of which law enforcement does not plan to disclose to the public, and the source code for which will remain a closely-guarded secret then inquiring minds might become curious as to whether "Magic Candle" contains any of the GPLed code that was written for "GE3K" (or any other free or open-source software, for that matter). Needless to say, under the right factual circumstances, if any GPLed code from GE3K found its way into "Magic Candle," then the U.S. government or its software development contractor might well be obligated to reveal to the public all the source code for "Magic Candle." Nevertheless, so long as the "Magic Candle" source is never publicly released for comparison purposes, then everyone with legitimate questions about GPL compliance faces a chicken-and-egg problem. So long as the source of "Magic Candle" remains secret, detection of a GPL violation becomes dramatically more difficult (particularly so if, additionally, nobody outside law enforcement has access to the compiled executables), which means the worldwide community of Internet users and software developers has only the United States government's solemn assurance that no GE3K code was used cold comfort at best.

Previous Licenses Provide More Limited Protection Against Government and Other Surveillance: No software license agreement that qualifies as "free" or "open source" may contain any restriction as a term of the license agreement that in

any way qualifies any Licensee's prerogative (no matter who they are or what their motives may be) to make changes to code. In other words, an "open source" license agreement, to qualify for the "open source" label, may not even contain a term that prohibits the insertion of destructive viruses or "trojan horses" into derivative code. Likewise, no "free" or "open source" license agreement can in any way contain (as a license term) any restriction on the use of software not even a prohibition against unlawful surveillance or other malicious uses of the software.

The "open source" and "Free Software" communities rely principally on voluntary compliance<sup>[fn14]</sup> with the disclosure provisions of license agreements (although many "free" and "open source" license agreements, such as BSD-style licenses, do not require changed code to be disclosed, and in fact enable modified versions of programs to be "taken proprietary") and on social mechanisms of enforcement, as means to detect, prevent, deter, and remedy abuses.

<sup>[fn14]</sup>As the example in Note 13 illustrates, it is sometimes difficult to determine whether the source disclosure requirement of the GPL has been violated, such as when a modified version of a program has been distributed without source, precisely because detection of a disclosure violation depends in part on the disclosure of the source of derivative works in order to compare whether a putative derivative really does contain code derived from a GPLed parent work.

The Hactivismo Enhanced-Source Software License Agreement does not in any way sacrifice or surrender the enforcement techniques and safeguards available under license agreements such as the GNU General Public License. Rather, the HESSLA enhances the options available to Hactivismo and to qualified end-users, by providing additional enforcement options. Moreover, for the purpose of promoting the freedoms of both programmers and end-users, through the enforced mandatory disclosure of code modified by third-parties, this License Agreement has advantages over many of the licenses (such as BSD-style licenses) that fully qualify as "free" or "open-source" license agreements.

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Thus, the main difference between this License Agreement and the GPL is not the methodology we employ,<sup>[fn15]</sup> but the scope and breadth of the political objectives we seek to promote. Simply put, the political objectives we promote are somewhat broader than the explicit political goals that the Free Software Foundation seeks to promote through the GPL. Our goals include a somewhat broader range of human rights than the specific copyright-related rights with which the GPL is principally concerned. But, while we are concerned with the entire field of human rights rather than a subset, we want to make it perfectly clear that we also embrace, share, and seek to promote, the goals we share with the Free



Software movement.

[fn15] There is a modest difference, but it is not large, and mostly philosophical. Some experts on the GPL draw a distinction between a "contract" and a pure "license," by taking the position that a pure "license" does not impose "contractual" conditions on a Licensee only conditions that would otherwise (but for the license) be subsumed within with exclusive rights that the licensor has under copyright law. Thus, the licensor has the right to exclude anyone else from such activities as making copies, making derivative works, publicly performing a work, and other exclusive rights specified by statute. But, concerning the act of "using" a computer software program, in instances in which a copy is not made (or, in the trivial sense that a copy is made only temporarily from a storage medium to memory, to enable software to be "used"), the Free Software Foundation takes the position that United States law, at least, does not confer an exclusive right on the copyright holder (or, as others would argue, the United States statute qualifies the holder's exclusive right to copy), because the U.S. Copyright Act specifically exempts from the exclusive right to make copies, a copy made from (for example) a computer hard drive to volatile memory, in connection with the process of executing computer software. So far as we can determine, the Free Software Foundation does not argue that it is impossible "contractually" to impose conditions on use, as part of the bargain one strikes, when conditionally allowing Licensees to make copies of a program. Rather, for philosophical reasons, the Free Software Foundation voluntarily chooses not to include what it views as "contractual" conditions in the GPL. In this sense, Hactivismo takes the position that the HESSLA is clearly a "contract" and contains "contractual" terms, such that it should not be considered a "pure license," under the nomenclature employed by the Free Software Foundation. However, in our view, precisely because both the HESSLA and the GPL are clearly conditional grants of permission to do things from which the Licensee would otherwise be excluded (i.e., the Licensee must undertake certain obligations in exchange for permission to copy, modify, or distribute, a work), the key point is that the methodology is quite similar.

Compared with the GPL, aspects of the HESSLA give both end-users and programmers (including, most importantly, governmental end-users and programmers) marginally less leeway to make malicious use of the program, or to insert malicious code into a program, than they would have under a traditional "copyleft" software license. These aspects of the HESSLA (such as the requirement that the program cannot be used to violate human rights, or forbidding the insertion of "spy-ware" or surveillance mechanisms into derivative works) are included because our ultimate objective is to preserve and promote the human rights of end-users, including their privacy and their right of free expression.

In other words, unlike many programmers, we are not just in the business of developing and distributing open-standards technologies. We're also trying to empower end-users (including end-users in totalitarian regimes) with software tools that promote fundamental freedoms while also seeking as best we can to protect these end-users from being arrested, beaten, or worse. Our objective of promoting end-user freedoms, including the freedoms of people in politically repressive countries, is precisely the factor that has led Hactivismo to develop this License Agreement instead of using another.

The HESSLA Also Includes Features To Enhance Government Accountability: To this end, we have sought and intend to ensure, to the fullest extent that law (including, without limitation, the law of contract and of copyright licensing) enables us to do so,[fn16] that no government or other institution may do anything with this computer software or the underlying source code without becoming a Licensee bound by the terms of this License Agreement, subject to the same restrictions on modification and use as anyone else.

[fn16] "Everyone has the right to an effective remedy by the competent national tribunals for acts violating . . . fundamental rights . . ." Article 8, United Nations Declaration of Human Rights.

Accordingly, this License Agreement includes several terms that are aimed explicitly at governmental entities, in order to maximize enforceability against such entities. Respect for the Rule of Law means that no governmental entity is above the law, and that no governmental entity should be permitted to use its status as a mechanism for circumventing the requirements of this License Agreement.

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0.11 Strong Cryptography: "Strong Cryptography" shall mean cryptography no less secure than (for example, and without limitation) a 2048-bit minimum key size for RSA encryption, 1024-bit minimum key size for Diffie-Hellman (El Gamal), or a 256-bit minimum key size for AES and similar symmetric ciphers.

0.12 Substandard Key-Selection Technique: The term "Substandard Key-Selection Technique" shall mean a method or technique to cause encryption keys to be more easily guessed or less secure, such as by (i) causing the selection of keys to be less than random, or (ii) employing a selection process that selects among only a subset of possible keys, instead of from among the largest set of possible keys that can securely be used consistent with contemporary knowledge about the cryptographic techniques employed by You. The following illustrations elaborate on the foregoing definition:

0.12.1 If the key-generation or key-selection technique for the encryption algorithm You employ involves the selection of one or more prime numbers, or involves one or more mathematical functions or concatenations performed on one or more prime numbers, then each prime number should be selected from a very large set of candidate prime numbers, but not necessarily from the set of all possible prime numbers (e.g., inclusion of the number 1 in the candidate set, for example, may in some instances reduce rather than enhance security), and absolutely not from any artificially small set of candidate primes that makes the guessing of a key easier than would be the case if a secure key-generation technique were employed. In all instances, the primes should be selected at random from among the candidate set. If there is a customary industry standard for maximizing the security associated with the key-generation or key-selection technique for the cryptosystem You select, then (with attention also to the requirements of Section 0.11), You should employ a key-generation or selection technique no less secure than the customary industry standard for secure use of the cryptosystem.

0.12.2 If the key-generation or key-selection technique for the encryption algorithm You employ involves the selection of a random integer, or the transformation of a random integer through one or more mathematical processes, then the selection of the integer shall be at random from the largest possible set of all possible integers consistent with the secure functioning of the encryption algorithm. It shall not be selected from an artificially small set of integers (e.g., if a 256-bit random integer serves as the key, then You could not set 200 of the 256 bits as "0," and randomly generate only the remaining 56 bits producing effectively a 56-bit keylength instead of using the full 256 bits).

0.12.3 In other words, Your key-generation technique must promote security to the maximum extent permitted by the cryptographic method(s) and keylength You elect to employ, rather than facilitating eavesdropping or surveillance in any way. The example of GSM telephones, in which 16 of 56 bits in each encryption key were set at "0," thereby reducing the security of the system by a factor of 65,536, is particularly salient. Such artificial techniques to reduce the security of a cryptosystem by selecting keys from only a less-secure or suboptimal subset of possible keys, is prohibited and will violate this License Agreement if any such technique is employed in any Software.

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(libss 1.44.5)

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(x11-common 7.7+19, x11-common 7.7+9)

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(liblua5.1-0 5.1.5)

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(libpsl 0.20.2)

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(pypi/setuptools 40.8.0)

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(libdrm-dev 2.4.97, libdrm2 2.4.97)

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(pip 9.0.3)

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(Python programming language 3.7.3)

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(Python six 1.12.0)

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(libfastjson 0.99.8)

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(asn1crypto 0.24.0)

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(PyYAML 3.13)

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(zstd 1.3.8)

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(pcscd 1.8.24)

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(Mellanox/libvma 9.1.2)

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(lldpd 1.0.3)

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(libffi 3.2.1)

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(gcc-8-base 8.3.0)

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(jq 1.5)

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(netifaces 0.10.4)

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(Vim 8.1.0875, Vim 8.1.0877)

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(sphinx\_rtd\_theme 0.4.3)

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(LibYAML 0.2.1)

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(qemu-kvm 3.1)

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(geoi-bin 1.6.12)

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(MySQL mysql-5.7.33)

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(CPAN::Meta 2.150010, curl 7.64.0, linux-azure-edge-cloud-tools-4.13.0-1003 5.0.0, linux-azure-tools-4.10.0-1005 4.18.0, MySQL mysql-5.7.33)

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(PCRE 8.39)

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(iputils 20180629, PulseAudio 12.2)

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(gcc-8-base 8.3.0, iPerf3 2.0.12, IronPython Standard Library 2.7.10, libcapstone-dev 4.0.1+really+3.0.5, MySQL mysql-5.7.33)

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(Vim 8.1.0875, Vim 8.1.0877)

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(gcc-8-base 8.3.0)

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(linux-azure-tools-4.10.0-1005 4.18.0)

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(xen-utils-3.2-1 4.11.4+99-g8bce4698f6)

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(curl 7.64.0, xkeyboard-config 2.26)

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