

## Ponton X/P END USER LICENSE AGREEMENT

**READ THIS END USER LICENSE AGREEMENT CAREFULLY. BY DOWNLOADING OR INSTALLING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD OR INSTALL THE SOFTWARE AND RETURN IT TO THE VENDOR FROM WHICH IT WAS PURCHASED.**

Upon acceptance, the following shall govern your use of the Software except to the extent all or any portion of the Software (a) is subject to a separate written agreement, (b) includes a separate "click-on" license agreement as part of the download or installation process, or (c) is provided by a third party under the terms set forth in an addenda at the end of this Agreement, in which case the terms of such addenda shall control over inconsistent terms with regard to such portion(s).

**License Grant.** The Software is the property of PONTON Consulting GmbH (in brief: PONTON) or its licensors and is protected by copyright and other laws. While PONTON continues to own the Software, PONTON hereby grants to Customer a limited, non-transferable, non-exclusive, license to use the number of Permitted Instances set forth in the Ordering Document, in machine-readable, object code form and solely for Customer's internal business use.

**Restrictions.** Customer agrees not to (a) make more copies than the number of Permitted Instances plus a reasonable number of backups; (b) provide access to the Software to anyone other than employees, contractors, or consultants of Customer; (c) sublicense, transfer, assign, distribute to any third party, pledge, lease, rent, or commercially share the Software or any of Customer's rights under this Agreement; (d) use the Software for purposes of providing a service bureau, including, without limitation, providing third-party hosting, or third-party application integration or application service provider-type services, or any similar services; (e) use the Software in connection with ultrahazardous activities, or any activity for which failure of the Software might result in death or serious bodily injury to Customer or a third party; or (f) directly or indirectly, in whole or in part, modify, translate, reverse engineer, decrypt, decompile, disassemble, make error corrections to, create derivative works based on, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software.

**Beta and Evaluation Licenses.** Notwithstanding the foregoing, if the Software is being provided for demonstration, beta testing, or evaluation purposes, then Customer agrees (a) to use the Software solely for such purposes, (b) that the Software will not be used or deployed in a production environment, and (c) that such use shall automatically terminate upon the earlier of thirty days from the date Customer receives the right to install the Software, or Customer's receipt of notice of termination from PONTON.

**Additional Licenses.** If Customer desires to increase the number of Permitted Instances, Customer may request the same by submission of an additional Ordering Document and upon acceptance by PONTON, Customer shall be permitted to deploy such additional Permitted Instances, all of which shall otherwise be subject to the terms of this Agreement.

**Technical Support.** Provided Customer has paid applicable support fees (not included with Software fees unless separately listed), and if support is available, PONTON shall provide support for generally available PONTON Software on an annual basis commencing on the Purchase Date, as follows ("Support"): Customer shall designate as technical support contacts that number of Customer's employees as are permitted under the level of Support purchased (contacts are changeable upon 48-hours prior written notice to PONTON). Each contact may contact PONTON for problem resolution during PONTON's published support hours corresponding to the level of Support fees paid.

Upon notice from a contact of a Software problem which can be reproduced at a PONTON support facility or via remote access to Customer's facility, PONTON shall use reasonable efforts to correct or circumvent the problem according to its published support objectives. PONTON reserves the right to make changes only to the most currently available version. PONTON will use reasonable efforts to support the previously released version of the Software for a maximum of six months. Software may be transferred to another site or operating system only upon written notice to PONTON and subject to

PONTON's transfer policies and fees then in effect. Software may be transferred without notice or additional cost from one machine to another at the same site if the second machine runs the same operating system software and otherwise there is no increase in the Permitted Instances.

PONTON shall have no obligation to support the Software (i) for use on any computer system running other than the operating system software for which the Software is approved (as set forth in the Software documentation) and licensed hereunder, or (ii) if Customer has modified the Software in breach of this Agreement. PONTON shall have no obligation to modify any version of the Software to run with any new versions of any operating system, or any other third party software or hardware. If Customer purchases Support for any Software, Customer must purchase the same level of Support for all copies of the Software for which it is licensed.

Support may be extended for one year periods on the anniversary of each Purchase Date at the standard amounts set forth in its price list, for as long as PONTON offers Support. Customer may reinstate lapsed support for any then currently supported Software by paying all Support fees in arrears and any applicable reinstatement fee. Upgrades, patches, enhancements, bug fixes, new versions and/or new releases of the Software provided from time to time under Support shall be used only as replacements to existing Permitted Instances, and shall not be deemed to increase that number, and use thereof shall be governed by the terms of this Agreement, except for the first paragraph of the Limited Warranty and any right of return or refund.

Consulting Services. Customer may request additional services ("Services") either in an Ordering Document, or by a separate mutually executed work order, statement of work or other work-request document incorporating this Agreement (each, a "Work Order"). Unless otherwise expressly agreed to in a Work Order, all Services and any work product therefrom shall be (a) performed on a time and materials basis, plus meals, lodging, travel, and other expenses reasonably incurred in connection therewith, (b) deemed accepted upon delivery, and (c) exclusively owned by PONTON (except for confidential information of Customer identified to PONTON in the Ordering Document), including all right, title and intellectual property or other right or interest therein. Each Work Order is intended to constitute an independent and distinct agreement of the parties, notwithstanding that each shall be construed to incorporate all applicable provisions of this Agreement. Fees for Services shall be due and payable in EURO or US dollars net 15 from the date of PONTON's invoice.

Limited Warranty. If Customer obtained the Software directly from PONTON, then PONTON warrants that for a period of thirty (30) days from the Purchase Date: (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software will substantially conform to its published specifications. This limited warranty extends only to the original Customer hereunder. Customer's sole and exclusive remedy and the entire liability of PONTON and its suppliers under this limited warranty will be, at PONTON's option, repair, replacement, or refund of the Software and applicable Support fees, in which event this Agreement shall terminate upon payment thereof.

This warranty does not apply to any Software which (a) is licensed for beta, evaluation, testing or demonstration purposes for which PONTON does not receive a license fee, (b) has been altered or modified, except by PONTON, (c) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by PONTON, (d) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (e) is used in violation of any other term of this Agreement. Customer agrees to pay PONTON for any Support or Services provided by PONTON related to a breach of the foregoing on a time, materials, travel, lodging and other reasonable expenses basis. If Customer obtained the Software from a PONTON reseller or distributor, the terms of any warranty shall be as provided by such reseller or distributor, and PONTON provides Customer no warranty with respect to such Software.

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, THE SOFTWARE, SUPPORT AND SERVICES ARE PROVIDED "AS IS", ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. NO WARRANTY IS MADE REGARDING

THE RESULTS OF ANY SOFTWARE, SUPPORT OR SERVICES OR THAT THE SOFTWARE WILL OPERATE WITHOUT ERRORS, PROBLEMS OR INTERRUPTIONS, OR THAT ERRORS OR BUGS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE'S FUNCTIONALITY OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. NO PONTON DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS WARRANTY.

Limitation of Liability. IN NO EVENT WILL PONTON BE LIABLE FOR ANY LOST DATA, LOST REVENUE, LOST PROFITS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY SIMILAR TYPE DAMAGES ARISING OUT OF THIS AGREEMENT, THE USE OR THE INABILITY TO USE THE SOFTWARE, OR THE PROVISION OF ANY SUPPORT OR SERVICES, EVEN IF PONTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL PONTON'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING ACTIVE OR PASSIVE NEGLIGENCE), BREACH OF WARRANTY, CLAIMS BY THIRD PARTIES OR OTHERWISE, EXCEED THE PRICE PAID BY CUSTOMER UNDER THE APPLICABLE ORDERING DOCUMENT.

THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED REMEDY OR LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

Confidentiality. Aspects of the Software, Support and Services, including the specific design and structure thereof, constitute trade secrets and/or copyrighted material of PONTON and Customer agrees not to disclose, provide, or otherwise make available the same in any form to any third party. Customer agrees to implement reasonable security measures to protect trade secrets and copyrighted material and to affix to all copies of Software or other confidential or trade secret information, appropriate PONTON copyright, confidentiality, and proprietary notices.

Export. Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and agrees to obtain all necessary licenses to export, re-export, or import Software.

Interoperability. To the extent required by law, at Customer's request, PONTON shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of PONTON's applicable fee. Customer agrees to observe strict obligations of confidentiality with respect to such information.

Acceptance; Integration. An Ordering Document shall be deemed accepted only by issuance of a PONTON invoice or a permanent registration code and solely for purposes of administrative convenience. None of the terms of the Ordering Document (other than the Software product name, number of Permitted Instances, level of Support, description of Services, and fees due in connection therewith), shall apply for any reason or purpose whatsoever, regardless of any statement on any Ordering Document to the contrary, unless countersigned by PONTON. This Agreement constitutes the entire agreement between the parties with respect to the use of the Software, Support and Services, and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter hereof. All future orders of Software, Support or Services by Customer from PONTON shall be deemed to occur under the terms of this Agreement (with or without reference to this Agreement), unless expressly superseded by a signed written Agreement between the parties.

Term and Termination. Customer may terminate this Agreement at any time by destroying all copies of the Software. This Agreement will terminate immediately without notice from PONTON if Customer fails to comply with any of its provisions if not cured within fifteen days of such failure, or and, upon such termination, Customer must cease using and return or destroy all copies of the Software. Customer's obligation to pay accrued charges and fees as well as the sections entitled "Confidentiality", "Limited Warranty" and "Limitation of Liability" shall survive any such termination.

Authority. You hereby represent and warrant that you have full power and authority to accept the terms of this Agreement on behalf of Customer, and that Customer agrees to be bound by this Agreement.

General. Fees on the Ordering Document (all to be paid on the latter of thirty days from Invoice by PONTON or the date set forth in the Ordering Document) do not include sales, use, withholding, value-added or similar taxes, and Customer agrees to pay the same, excluding therefrom taxes related to PONTON's income and corporate franchise tax. Customer agree to pay all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts under this Agreement. No delay in the performance of any obligation by either party, excepting all obligations to make payment, shall constitute a breach of this Agreement to the extent caused by force majeure. Customer hereby grants PONTON and its independent auditors the right to audit Customer's compliance with this Agreement. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with German law as if performed wholly within the country and without giving effect to the principles of conflict of law. The courts of Hamburg, Germany, shall have exclusive jurisdiction of any action arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Definitions. In connection with this Agreement, the following capitalized terms shall have the following meaning: "Agreement" means this End User License Agreement; "Customer" means the original purchaser or licensee of the Software and any permitted successors and assigns; "Development" means used for software development purposes only; "Workstation" shall mean a single end-user computer that is generally intended to be accessed by one person at a time; "Ordering Document" means any purchase order or similar document or agreement requesting Software, Support or Services; "Permitted Instance(s)" means the number of copies of Software running on a Server Instance, Workstation, User, or Development basis, on a designated Platform, as set forth in an Ordering Document, including, without limitation, Enterprise, Site and Fab licensing; "Platform" means the operating system set forth in an Ordering Document; "Purchase Date" means the date of the Ordering Document; "Server Instance" means a computer performing common services for multiple Desktop machines; "Site" means an unlimited number of Permitted Instances at a specific physical address set forth in the Ordering Document (or, in the absence of any address, at Customer's corporate headquarters); "Software" means the software products listed in an Ordering Document (except as provided in the second paragraph hereof), in whole and in part, along with their associated documentation; "PONTON" means PONTON Consulting GmbH; and "User" means the number of named users with access to the Software.

**Copyright (c) 2003 PONTON Consulting GmbH ALL RIGHTS RESERVED.**

**Bouncy Castle Crypto Provider:**

Copyright (c) 2000 The Legion Of The Bouncy Castle (<http://www.bouncycastle.org>)

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

**Dom4J:**

Redistribution and use of this software and associated documentation ("Software"), with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain copyright statements and notices. Redistributions must also contain a copy of this document.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name "DOM4J" must not be used to endorse or promote products derived from this Software without prior written permission of MetaStuff, Ltd. For written permission, please contact [dom4j-info@metastuff.com](mailto:dom4j-info@metastuff.com).
4. Products derived from this Software may not be called "DOM4J" nor may "DOM4J" appear in their names without prior written permission of MetaStuff, Ltd. DOM4J is a registered trademark of MetaStuff, Ltd.
5. Due credit should be given to the DOM4J Project (<http://dom4j.org/>).

THIS SOFTWARE IS PROVIDED BY METASTUFF, LTD. AND CONTRIBUTORS ``AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL METASTUFF, LTD. OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright 2001 (C) MetaStuff, Ltd. All Rights Reserved.

## HSQL DB

This product includes Hypersonic SQL.

ORIGINAL LICENSE (a.k.a. "hypersonic\_lic.txt")

For content, code, and products originally developed by Thomas Mueller and the Hypersonic SQL Group:

Copyright (c) 1995-2000 by the Hypersonic SQL Group. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes Hypersonic SQL."
- Products derived from this software may not be called "Hypersonic SQL" nor may "Hypersonic SQL" appear in their names without prior written permission of the Hypersonic SQL Group.
- Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes Hypersonic SQL."

This software is provided "as is" and any expressed or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall the Hypersonic SQL Group or its contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption). However caused any on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage.

This software consists of voluntary contributions made by many individuals on behalf of the Hypersonic SQL Group.

### **For content, code, and products subsequently developed by the hsqldb Development Group:**

Copyright (c) 2001-2002, The HSQL Development Group  
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer, including earlier license statements (above) and comply with all above license conditions.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution, including earlier license statements (above) and comply with all above license conditions.

Neither the name of the HSQL Development Group nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL HSQL DEVELOPMENT GROUP, HSQLDB.ORG, OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



## Apache Components

Apache Struts  
Apache Tomcat  
Apache Common Logging  
Apache Xerces  
Apache Xalan  
Apache XML Security

Copyright (C) 2002 The Apache Software Foundation. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

2. The end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>)."  
Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
3. The names "Apache Forrest" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [apache@apache.org](mailto:apache@apache.org).
4. Products derived from this software may not be called "Apache", nor may "Apache" appear in their name, without prior written permission of the Apache Software Foundation.

THIS SOFTWARE IS PROVIDED ``AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This software consists of voluntary contributions made by many individuals on behalf of the Apache Software Foundation. For more information on the Apache Software Foundation, please see <http://www.apache.org/>.