

# Licence Agreement for Software provided on Devices in the ABB-Welcome Series or Busch-Welcome® Series between Busch-Jaeger Elektro GmbH and end-user

**IMPORTANT – READ CAREFULLY:** This license agreement is a legal agreement between end-user (either an individual or a single entity) and Busch-Jaeger Elektro GmbH, Lüdenscheid, Germany for Software provided on Devices in the **ABB-Welcome** Series or Busch-Welcome® Series of Busch-Jaeger.

LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT, including any amendment or addendum. IF LICENSEE DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE.

## I. Definitions, Download of Software

This License Agreement (the "Agreement") shall be entered into by the end-user ("Licensee") by accepting the terms hereof in view of the Software installed on the **ABB-Welcome** Series or Busch-Welcome® Series (the "Software"), which Busch-Jaeger Elektro GmbH, Lüdenscheid, Germany (the "Licensor") is licensing. The Licensee shall not be entitled to use the Software prior to entering into the Agreement by accepting the application of the terms hereof.

The terms for the using of the Software shall be hereinafter laid down:

## 2. Subject of the Agreement, License

Conditional upon acceptance of the terms of this Agreement by Licensee, Licensor grants to Licensee for the duration of this Agreement the non-exclusive, revocable, non-transferable, not sub-licensable, worldwide right (hereafter called "License") to use the Software on one or several Devices (as defined in Section 3.3) of the Licensor subject to the requirements set out herein. Any other or further use is not permitted. Licensee is entitled to make a single backup copy of the Software solely for security purposes. This copy shall be and is subject to the same restrictions as the Software.

Licensor grants only the licenses and rights explicitly specified in this Agreement. No other licenses or rights are granted.

## 3. Special Restrictions

3.1 The Licensee must not

- hand over, or otherwise make the Software accessible or transfer the Software, to a third party without prior written permission from Licensor and only if that the third party agrees to all terms of this Agreement; save that it is expressly forbidden to rent or lease the Software,
- process, in particular translate or modify, the Software or create any derivative products,
- decompile or disassemble the Software without prior written permission from Licensor,
- subject to Clause 2 above, duplicate the Software,
- reverse engineer, decompile, emulate, or disassemble the Software. Nothing in this Agreement permits Licensee to derive the source code or assembly code of files provided to Licensee in executable or object format, and/or
- use the Software for any purpose that is unlawful or prohibited.

3.2 Licensee must not use the Software for planning, construction, maintenance, or operation, directly or indirectly, of nuclear facilities, flight navigation, aircraft control, air traffic control and ground support equipment, missile technology, and facilities for weapons of mass destruction.

3.3 The Software can only be properly used when installed on the Licensee's Indoor video station with 12.6 cm (5") touch display ("Devices").

## 4. Copyright

Subject to the rights granted to Licensee by this Agreement, Licensee acknowledge that all and any proprietary rights in the Software (including but not limited to any intellectual property rights, such as but without limitation to copyrights, patents, trademarks, knowhow and trade secrets) and in all associated documentation and other material related to the Software in each case now existing or to be developed by Licensor, a third party or Licensee shall be the sole property of Licensor. Licensor only grants a limited license hereunder, but in no case Licensee will acquire, or be granted, any rights, title or interest in the Software.

The Licensee shall attach the copyright notice of Licensor onto the backup copy. Licensee must not remove an identification, copyright notice, registration number or other notice from the Software.

## 5. Support

In case of questions pertaining to the Software, please contact Licensor by email [info.bje@de.abb.com](mailto:info.bje@de.abb.com).

## 6. Secrecy

The Licensee undertakes to maintain secrecy concerning all information and documents of the Licensor of which he and/or his employees become aware (in particular the Software and/or Documentation) towards third parties and not to make these accessible to third parties in any way.

Licensee must not sell, publish, disclose, display or otherwise make available the Software or copies thereof to others. Licensee shall secure and protect the Software in a manner consistent with the maintenance of Licensor's rights therein. These obligations shall continue after termination of this Agreement.

## 7. Third Party Software and Open Source Software

The SOFTWARE may include software which is owned by a third party, including but not limited to open source software ("Third Party Software"). For Third Party Software the conditions of use agreed between Licensor and its Licensor shall apply with priority, however, for open source software the applicable open source software license terms shall apply. Such open source software and the pertaining conditions of use are set out in the Section "Third Party Software" below these conditions (at the end of this file).

Notices on copyright and licenses contained in the software or in the documentation shall not be deleted, eliminated or modified. Licensee shall indemnify and hold Licensor harmless from and against any claims, cost, expenses which Licensor might incur arising from Licensee's or Licensee's successor's the use of the open source software or other third party software.

## 8. Coming into Force and Duration of the Agreement

8.1 The Agreement shall come into force upon acceptance of these terms by Licensee on the Platform. The Agreement shall have an unlimited term.

8.2 The right of the Licensee to use the Software shall expire automatically without notice if he violates any terms of this Agreement. If there is an insignificant breach of duty, automatic expiry shall only apply (i) after repeated violations of the same or a comparable duty (i.e. at least twice) or (ii) after Licensee has been unsuccessfully requested by Licensor to rectify the non-compliance. When the right of use is terminated, the Licensee shall be to refrain from any use of the Software and shall be obliged to erase, or have erased, all the copies of the Software, including any modified copies. On Licensor's request Licensee shall confirm in writing that he has fulfilled the obligations set out above. Any termination shall not entitle Licensee for any repayment of the fee and shall not relieve Licensee of his obligations regarding secrecy.

## 9. Compensation for breach of Contract

The Licensee shall be liable for all damages incurred by Licensor due to a breach of this Agreement by Licensee or by any person engaged or employed by Licensee in connection with the performance of this Agreement.

## 10. Export Control

In order to comply with national and international foreign trade regulations/laws, the Parties will support each other and provide all necessary documentation and information, such as relating to the registration of items to be exported in export control lists or to the final destination and end use of the items. Neither party is obliged to perform its obligation under the contract in violation of any statutory or internal export control regulations. Licensor shall have the right at any time to withdraw from the contract, without incurring any liability for either party, if

- » the Licensee, despite request, does not provide either any or sufficient enough information about the final destination and the end use of the items;
- » Licensor obtains knowledge of an unintended end use after tendering or knowledge of any previously unknown person involved in the business and cannot perform the contract due to any export control or intra-group regulations;
- » the items or services are intended for military end use, civil nuclear use or for use in connection with weapons of mass destruction or for missiles capable of delivering such weapons; substantive evidence shall be sufficient to prove this intent; or
- » a possibly illegal or unlicensed export or an infringement of embargo rules cannot be fully ruled out.

The Licensee must represent and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

## 11. Force Majeure

Neither party shall be liable for any failure or delay on account of causes which are beyond the reasonable control of such party.

## 12. General Provisions depending on domicile, place of residence or habitual residence of Licensee

### Section A:

- » The provisions of this Section A shall apply to Licensees who are consumers and who have the place of residence or habitual residence at the time of entering into this Agreement in Germany:

### A.1 Defects

Licensee shall notify in writing to Licensor obvious defects within 8 days upon downloading the Software, provided that for the purpose of complying with such time period it is sufficient to have dispatched the notification within said period. Defects becoming visible later on shall be notified in writing within 2 (two) months after becoming visible. The defects shall be described as detailed as possible by Licensee.

### A.2 Liability

Claims for damages of Licensee against Licensor, irrespective of the legal grounds (e.g. based on infringement of duties arising in connection with the contract or tort), shall be excluded.

This shall not apply to the extent liability is based on:

- Product Liability Act;
- intent or gross negligence on the part of the Licensor or his legal representatives, executives or other persons deployed by Licensor for fulfilment of his duties;
- fraud;
- failure to comply with a guarantee granted;
- negligent injury to life, limb or health; or
- negligent breach of a fundamental condition of contract ("wesentliche Vertragspflichten").

However, claims for damages arising from a breach of a fundamental condition of contract shall be limited to the foreseeable damage which is intrinsic to the contract, provided that no other of the above case applies.

The above provisions shall not imply a change in the burden of proof to the detriment of Licensee.

### A.2 Applicable Law

This Agreement and its interpretation shall be governed by substantive German law to the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG).

Note: As per Article 6 of the Rome I Regulation the mandatory provisions of the country of the place of residence or habitual residence of the consumer, which is a member country of the European Economic Area (EEA), shall be unaffected, if Licensor (a) pursues its commercial or professional activities in the country where the consumer has his habitual residence, or (b) by any means, directs such activities to that country or to several countries including that country.

### A.3 Specific Provision on the Venue

In case place of residence or of habitual residence (as the case may be) of Licensee will change after coming into force of the Agreement to a place outside of Germany, venue for actions against Licensee will be at Licensor's domicile; provided that this will also apply if

the place of residence or of habitual residence of Licensee will be unknown at the time of instituting legal proceedings.

#### Section B:

The provisions of this Section B shall apply to Licensees who are (a) **consumers** and who have the place of residence or habitual residence at the time of entering into this Agreement in **Switzerland** or (b) **not being consumers** domiciled **outside of Germany**:

##### B.1 Guarantee

Licensee hereby is granted a guarantee by Licensor that the Software will work substantially in line with the product description for 90 (ninety) days as from downloading the Software. Any statutory warranty shall be excluded.

##### B.2 Liability

Claims for damages of Licensee against Licensor, irrespective of the legal grounds (e.g. based on infringement of duties arising in connection with the contract or tort), shall be excluded. This shall not apply to the extent liability is based on:

- (a) Product Liability Act;
- (b) intent;
- (c) gross negligence; or
- (d) negligent injury to life, limb or health.

##### B.3 Applicable Law

This Agreement and its interpretation shall be governed by Swiss law, to the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG) and of the conflict of law rules of the international private law.

#### Section C:

The provisions of this Section C shall apply to Licensees who are **consumers** and who have the place of residence or habitual residence at the time of entering into this Agreement in a member state of the European Union (**EU**) **except** for **Germany** or in **Iceland, Liechtenstein** or **Norway**:

##### C.1 Defects

Licensee shall notify in writing to Licensor obvious defects within 8 days upon downloading the Software, provided that for the purpose of complying with such time period it is sufficient to have dispatched the notification within said period. Defects becoming visible later on shall be notified in writing within 2 (two) months after becoming visible. The defects shall be described as detailed as possible by Licensee.

##### C.2 LIABILITY

CLAIMS FOR DAMAGES OF LICENSEE AGAINST LICENSOR, IRRESPECTIVE OF THE LEGAL GROUNDS (E.G. BASED ON INFRINGEMENT OF DUTIES ARISING IN CONNECTION WITH THE CONTRACT OR TORT), SHALL BE EXCLUDED.

THIS SHALL NOT APPLY TO THE EXTENT LIABILITY IS BASED ON:

- (A) PRODUCT LIABILITY ACT;
- (B) INTENT OR GROSS NEGLIGENCE ON THE PART OF THE LICENSOR OR HIS LEGAL REPRESENTATIVES, EXECUTIVES OR OTHER PERSONS DEPLOYED BY LICENSOR FOR FULFILMENT OF HIS DUTIES;
- (C) FRAUD;
- (D) FAILURE TO COMPLY WITH A GUARANTEE GRANTED;
- (E) NEGLIGENT INJURY TO LIFE, LIMB OR HEALTH; OR
- (F) NEGLIGENT BREACH OF A FUNDAMENTAL CONDITION OF CONTRACT ("WESENTLICHE VERTRAGSPFLICHTEN").

HOWEVER, CLAIMS FOR DAMAGES ARISING FROM A BREACH OF A FUNDAMENTAL CONDITION OF CONTRACT SHALL BE LIMITED TO THE FORESEEABLE DAMAGE WHICH IS INTRINSIC TO THE CONTRACT, PROVIDED THAT NO OTHER OF THE ABOVE CASE APPLIES.

The above provisions shall not imply a change in the burden of proof to the detriment of Licensee.

##### C.3 APPLICABLE LAW

THIS AGREEMENT AND ITS INTERPRETATION SHALL BE GOVERNED BY GERMAN LAW, TO THE EXCLUSION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) AND OF THE CONFLICT OF LAW RULES OF THE INTERNATIONAL PRIVATE LAW.

Note: As per Article 6 of the Rome I Regulation the mandatory provisions (that cannot be derogated from by agreement by virtue of the law of such country which, in the absence of choice, would have been applicable as per Article 6 para 1 of the Rome I Regulation) of the country of the place of residence or habitual residence of the consumer, which is a member country of the European Economic Area (EEA), shall be unaffected, if Licensor (a) pursues its commercial or professional activities in the country where the consumer has his habitual residence, or (b) by any means, directs such activities to that country or to several countries including that country.

#### Section D:

The provisions of this Section D shall apply to Licensees who are **consumers** and who have the place of residence or habitual residence at the time of entering into this Agreement **neither** in a member state of the **European Union (EU)** nor in **Iceland, Liechtenstein, Norway** or **Switzerland**:

##### D.1 Defects

Licensee shall notify in writing to Licensor obvious defects within 8 days upon downloading the Software, provided that for the purpose of complying with such time period it is sufficient to have dispatched the notification within said period. Defects becoming visible later on shall be notified in writing within 2 (two) months after becoming visible. The defects shall be described as detailed as possible by Licensee.

##### D.2 LIABILITY

CLAIMS FOR DAMAGES OF LICENSEE AGAINST LICENSOR, IRRESPECTIVE OF THE LEGAL GROUNDS (E.G. BASED ON INFRINGEMENT OF DUTIES ARISING IN CONNECTION WITH THE CONTRACT OR TORT), SHALL BE EXCLUDED.

THIS DOES NOT APPLY TO THE EXTENT LIABILITY IS BASED ON:

- (A) PRODUCT LIABILITY ACT;
- (B) INTENT OR GROSS NEGLIGENCE ON THE PART OF THE LICENSOR OR HIS LEGAL REPRESENTATIVES, EXECUTIVES OR OTHER PERSONS DEPLOYED BY LICENSOR FOR FULFILMENT OF HIS DUTIES;
- (C) FRAUD;
- (D) FAILURE TO COMPLY WITH A GUARANTEE GRANTED;
- (E) NEGLIGENT INJURY TO LIFE, LIMB OR HEALTH; OR
- (F) NEGLIGENT BREACH OF A FUNDAMENTAL CONDITION OF CONTRACT ("WESENTLICHE VERTRAGSPFLICHTEN").

HOWEVER, CLAIMS FOR DAMAGES ARISING FROM A BREACH OF A FUNDAMENTAL CONDITION OF CONTRACT SHALL BE LIMITED TO THE FORESEEABLE DAMAGE WHICH IS INTRINSIC TO THE CONTRACT, PROVIDED THAT NO OTHER OF THE ABOVE CASE APPLIES.

The above provisions shall not imply a change in the burden of proof to the detriment of Licensee.

##### D.3 APPLICABLE LAW

THIS AGREEMENT AND ITS INTERPRETATION SHALL BE GOVERNED BY GERMAN LAW, TO THE EXCLUSION OF (I) THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG), (II) THE CONFLICT OF LAW RULES OF THE INTERNATIONAL PRIVATE LAW AND (III) THE PROVISIONS OF THE GERMAN LAWS ON CONSUMER PROTECTION.

#### Section E:

The provisions of this Section E shall apply to all Licensees **not being consumers** and domiciled in **Germany**:

##### E.1 Defects

The limitation period for claims for defects shall be 12 months. The period shall commence upon the downloading of the Software. Except in cases of intent, gross negligence or fraud the liability for defects shall be limited to making good the defects by (at Licensor's option) remedying the defect or supply of Software being free of defect.

##### E.2 LIABILITY

1. Unless otherwise stipulated in this license agreement, licensee claims for damages, for any cause in law whatsoever, in particular for a breach of duties under the obligatory relationship and for tortious acts, are hereby excluded.

2. This shall not apply where liability is provided as follows:

- a) pursuant to product liability laws,
- b) in the event of wrongful intent,
- c) in the event of gross negligence by owners, legal representatives or senior management,
- d) in the event of malice,
- e) in the event of a failure to satisfy a guaranty,
- f) on account of the intentional or negligent injury to life, limb or health, or
- g) on account of the intentional or negligent fundamental breach of contract.

However, any claim for damages for a fundamental breach of contract shall be limited to the foreseeable damage provided in standard contractual provisions, unless any one of the aforementioned circumstances is present.

##### E.3 APPLICABLE LAW

THIS AGREEMENT AND ITS INTERPRETATION SHALL BE GOVERNED BY SUBSTANTIVE GERMAN LAW TO THE EXCLUSION OF (I) THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) AND (II) THE CONFLICT OF LAW RULES OF THE INTERNATIONAL PRIVATE LAW.

##### E.4 ARBITRATION

ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS VALIDITY SHALL BE FINALLY SETTLED ACCORDING TO THE ARBITRATION RULES OF THE GERMAN INSTITUTION OF ARBITRATION E.V. (DIS) WITHOUT RECOURSE TO THE ORDINARY COURTS OF LAW. PLACE OF THE ARBITRATION PROCEEDING SHALL BE FRANKFURT/MAIN (GERMANY). THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

#### 13. Miscellaneous

- a) These conditions shall apply exclusively. Any conditions of the Licensee deviating from, or supplement, the Agreement shall not be binding on Licensor even if Licensor does not object thereto. This also applies if the Licensee declares that he is only willing to enter into the license agreement based on his own terms.
- b) The terms of this Agreement will also govern any upgrades provided by Licensor that replace and/or supplement the original Software, unless such upgrade is accompanied by a separate license terms in which case the terms of that license will govern.
- c) Amendments to this Agreement shall require a written agreement between the Parties hereof.
- d) If individual conditions of this Agreement are or become void or unenforceable, the effectiveness and enforceability of all the remaining clauses shall not be affected. The invalid or unenforceable provision shall be replaced with a valid and enforceable provision which comes as close as possible to the economic purpose of the invalid or unenforceable one, respectively.

Busch-Jaeger Elektro GmbH  
Freisenbergstrasse 2  
58513 Lüdenscheid  
Tel no: ++49 2351 956 1600  
Questions, complaints or claims by Licensee should be addressed to:  
Info.bje@de.abb.com



+++++

**Third Party Software (components, notices and licenses)**

The Software contains Third Party Software and/or Open Source Software for which license terms apply, both of which are set out below.

**Open Source Software**

Busch-Jaeger does not assume any liability or provide a warranty for this software.

The source code for the open source software can be obtained by you and any third party from Busch-Jaeger Elektro GmbH, Freisenbergstr. 2, 58513 Lüdenscheid/Germany or via the e-mail address info@BJE.de. This offer is valid for three years after making available of the Software by Busch-Jaeger.

**The Software contains open source software as follows:**

The software packages used in this product are described in the following.

- OSS component: Linux OS  
Version: 2.6.35  
Source: <http://kernel.org>  
License: GNU GPL, Version 2  
Copyright notice: Copyright © 1992-2010 by Linus Torvalds et al.
- OSS component: BusyBox  
Version: 1.15.2  
Source: <https://busybox.net/oldnews.html>  
License: GNU GPL, Version 2  
Copyright notice: Copyright © 1999-2008 Erik Andersen
- OSS component: FreeType  
Version: 2.3.9  
Source: <https://www.freetype.org/>  
License: The FreeType License (FTL)  
License URL: <http://git.savannah.gnu.org/cgiit/freetype/freetype2.git/tree/docs/FTL.TXT>  
Copyright notice: copyright © 2009 The FreeType Project ([www.freetype.org](http://www.freetype.org))
- OSS component: libpng  
Version: 1.2.51  
Source: <http://www.libpng.org/pub/png/libpng.html>  
License: libpng license  
License URL: <http://www.libpng.org/pub/png/src/libpng-LICENSE.txt>  
Copyright notice: Copyright (c) 2000-2002, 2004, 2006-2017 Glenn Randers-Pehrson
- OSS component: libjpeg  
Version: release 7 of 27-Jun-2009  
Source: <http://www.ijg.org/>  
License: Independent JPEG Group License  
Acknowledgement: "This software is based in part on the work of the Independent JPEG Group."
- OSS component: soundcard.h  
Version: 3.8.2  
Copyright notice: Copyright by Hannu Savolainen 1993-1997

**GNU GENERAL PUBLIC LICENSE  
Version 2, June 1991**

Copyright (C) 1989, 1991 Free Software Foundation, Inc.  
51 Franklin St, Fifth Floor, Boston, MA 02110-1301 USA  
Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

**Preamble**

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software—to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

**GNU GENERAL PUBLIC LICENSE  
TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION**

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, 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 Program, 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 Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

- a) 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; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. 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.

If distribution of executable or 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 counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

#### NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### END OF TERMS AND CONDITIONS

```
*/
* Copyright by Hannu Savolainen 1993-1997
*
* 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. 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.
*
* THIS SOFTWARE IS PROVIDED BY THE AUTHOR 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 THE AUTHOR 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.
*/
```

#### How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

```
One line to give the program's name and an idea of what it does.
Copyright (C) yyyy name of author
```

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA.

Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

```
Gnomovision version 69, Copyright (C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'. This is free software, and you are
welcome to redistribute it under certain conditions; type `show c' for details.
```

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than `show w' and `show c'; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

```
Yoyodyne, Inc., hereby disclaims all copyright
interest in the program `Gnomovision'
(which makes passes at compilers) written
by James Hacker.
```

```
signature of Ty Coon, 1 April 1989
Ty Coon, President of Vice
```