Additional License Authorizations for HPE OneView

Product Use Authorizations

This document provides Additional License Authorizations for HPE OneView.

As of June 23, 2014, Customers that purchase HPE OneView are entitled to Insight Control licenses, in the same quantity as HPE OneView licenses purchased, at no additional charge, as long as the HPE Insight Control product is available. Customers may choose to use either HPE OneView or the corresponding optional license of HPE Insight Control at any time if they have purchased a valid HPE OneView license. Customers may not use the HPE OneView license and optional license of HPE Insight Control simultaneously to manage the same device or more devices than the total number of purchased HPE OneView licenses.

The right to use Insight Control is included in the Software Specific License Terms below. The Additional License Authorization for Insight Control shall apply to use of Insight Control, and is available at www.hpe.com/servers/software/insightupdates.

Definitions

Capitalized terms not otherwise defined in this Additional License Authorizations document are defined in the governing Agreement.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>API</td>
<td>means an application programming interface provided by HPE that makes it possible for users to develop scripts, tools and applications that access and work with HPE OneView, and all related information, documentation or code.</td>
</tr>
<tr>
<td>Copy</td>
<td>means one copy of HPE OneView that Customer may Use on a Physical Computer or a Virtual Machine as made available by HPE.</td>
</tr>
<tr>
<td>License Fees</td>
<td>means the fees that Customer must pay after the Trial Period to continue using a Copy of HPE OneView to manage the identified Licensed Physical Computers.</td>
</tr>
<tr>
<td>Licensed Physical Computers</td>
<td>means the servers managed by a Copy of HPE OneView for which Customer must pay License Fees to retain the right to continue using HPE OneView to manage these servers.</td>
</tr>
<tr>
<td>Internal Use</td>
<td>means access and Use of HPE OneView for purposes of supporting the internal operations or functions of Customer.</td>
</tr>
<tr>
<td>Message Bus</td>
<td>means an interface that provides access to notifications of actions and events performed by HPE OneView.</td>
</tr>
<tr>
<td>Physical Computer</td>
<td>means a single, physical hardware server or other computer but is not a Virtual Machine.</td>
</tr>
<tr>
<td>Trial Period</td>
<td>means the 60 day period that commences after installing HPE OneView in which Customer may use HPE OneView for evaluation purposes without an obligation to pay License Fees to HPE.</td>
</tr>
<tr>
<td>Virtual Machine</td>
<td>means an abstraction of a single computing system made possible by use of Virtualization Software that is running on a host Physical Computer, and on which one copy of an operating system software and software application programs may run.</td>
</tr>
<tr>
<td>Virtualization Software</td>
<td>means software that (i) allows more than one copy of operating system software to run simultaneously on the same Physical Computer, (ii) ensures that all copies of the operating</td>
</tr>
</tbody>
</table>

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System software remain logically independent and isolated from each other, even though they are actually sharing common Physical Computer hardware resources such as processors and memory, and (iii) may enable more than one Virtual Machine to run simultaneously up to a maximum number of Virtual Machines.

Use means to install, store, load, execute and display one Copy of HP OneView Software Specific License Terms

Additional License Authorizations apply to use of the software in addition to licensing terms in your agreement with HPE or the End-User License Agreement accompanying the software. The terms of this Additional License Authorization shall govern delivery of the products described in this ALA and take precedence over any different terms in your agreement to the extent of a conflict.

The following terms apply to HPE OneView:

**HP OneView Standard and Advanced Licensing.** HPE OneView v1.20 introduced a new licensing model: HPE OneView Standard License and HPE OneView Advanced License.

**HPE OneView Standard License**
Provides entry-level management including: basic monitoring, inventory and reporting. Access is provided to REST API usage and to common user interface capabilities like Smart Search, Activity View, Dashboard and Map View.

**HPE OneView Advanced License**
Provides all capabilities in HPE OneView Standard plus additional software-defined capabilities, including profile driven configuration management, storage provisioning, Virtual Connect management, firmware management, environmental management, OS provisioning (via HPE Insight Control server provisioning), remote management (if purchased with HPE iLO Advanced), and standard partner integrations with Microsoft System Center, Red Hat Enterprise Virtualization, and VMware vCenter. [HPE OneView licenses sold previous to the HPE OneView 1.20 release have the same rights as HPE OneView Advanced licenses.]

**APIs and Message Bus License:** HPE grants to Customer a royalty free, limited, non-exclusive, non-sub licensable, revocable license to use any information, documentation or code provided by HPE related to the APIs and/or Message Bus to build or develop configurations, products, solutions or services (including scripts, tools and applications) for use with HPE OneView. Customer may distribute to third parties the configurations, products, solutions or services that it develops in accordance with this license. Any information with regard to the APIs and Message Bus, including any documentation or source code, is provided AS IS, and HPE shall provide no warranties of any kind related thereto whether express or implied. HPE further disclaims all warranties whether express or implied with regard to any configurations, products, solutions or services developed by Customer or any third party as a result of Customer’s access to and use of the APIs and/or Message Bus under this license. HPE further disclaims all liability and indemnification obligations for any claims that may arise as a result of Customer’s development and distribution of and any third party’s use of configurations, products, solutions or services developed from the APIs and/or Message Bus. HPE may revoke this license at its discretion if Customer violates or exceeds the rights granted in this section. This provision may be superseded by a separate license agreement between HPE and a Customer that also serves as a partner for HPE OneView.

**Non-HPE Hardware and Software:** HPE disclaims all warranties whether express or implied with regard to the operation of HPE OneView with any HPE software or non-HPE hardware or software products that have not been approved by HPE for use with HPE OneView, except as otherwise agreed by HPE in writing. HPE shall not provide support for non-HPE hardware and software products.

**Trial Period; Fees:** Customer may Use a Copy of HPE OneView for a Trial Period to manage a single Physical Computer or multiple Physical Computers. After the expiration of the Trial Period, the Copy of HPE OneView will indicate to the Customer the number of Licensed Physical Computers managed by...
that Copy of HPE OneView. Customer must pay the applicable License Fees to continue to have the right to continue using a Copy of HPE OneView to manage the Licensed Physical Computers.

Licensed Physical Computer Restrictions. Once a server becomes a Licensed Physical Computer, then the license to use HPE OneView on that Licensed Physical Computer may not be transferred to another server.

Virtual Machines. If Customer runs a Copy of HPE OneView on a Virtual Machine, Customer is responsible for obtaining the appropriate licenses for the Virtualization Software for that Virtual Machine.

Right to Use Insight Control server provisioning. HPE OneView includes the right to use Insight Control server provisioning. Insight Control server provisioning is a capability for multi-server, physical OS provisioning and server configuration. Insight Control server provisioning software is not included on Insight Management media, but can be downloaded from www.hpe.com/servers/software/insightupdates. Insight Control server provisioning replaces the capability provided by Insight Control server deployment (RDP). The right to use Insight Control server provisioning excludes use on HPE Generation 10 hardware.

Right to Use HPE OneView for VMware vCenter. HPE OneView includes the right to use HPE OneView for VMware vCenter (previously known as HPE Insight Control for VMware vCenter Server), HPE OneView for VMware vCenter/vRealize Operations, and HPE OneView for VMware vCenter Log Insight. HPE OneView VMware integrations fully integrate HPE’s management ecosystem into VMware vCenter Server, vRealize Operations, and Log Insight to deliver capabilities such as proactive monitoring, deep troubleshooting, remote management, and provisioning of HPE servers, networking, and storage. HPE OneView VMware integrations can be downloaded from http://www.hpe.com/products/ovvcenter.

Right to Use HPE OneView for Microsoft System Center. HPE OneView includes the right to use HPE OneView for Microsoft System Center (previously known as HPE Insight Control for Microsoft System Center). HPE OneView for Microsoft System Center fully integrates HPE’s management ecosystem into Microsoft System Center delivering capabilities such as proactive monitoring, remote management and provisioning of HPE server, networking and storage. HPE OneView for Microsoft System Center can be downloaded from www.hpe.com/products/ovsc.

HPOneView 2.0 introduced new standalone and DL FIO SKUs. These new HPE OneView SKUs unbundles HPE iLO Advanced, leaving an HPE OneView specific SKU. This change allows customers more flexibility in selecting management functionality that meets their specific management needs.

HPE OneView includes the right to use HPE Insight Control. HPE Insight Control delivers essential infrastructure management that can help save time and money by making it easy to deploy, migrate, monitor, and optimize your IT infrastructure through a single, simple management console for your ProLiant ML/DL/SL and BladeSystem servers. When purchasing HPE OneView, customers receive both licenses and may elect to use either HPE OneView or the corresponding license for HPE Insight Control to manage devices. Customers do not need to purchase two licenses for the same server. However, customers cannot use HPE OneView and HPE Insight Control licenses to manage the same server at the same time. The exception is Insight Control server provisioning. This can be used simultaneously with HPE OneView to manage the same server. HPE Insight Control is not included in the HPE OneView download or media, but can be downloaded from www.hpe.com/servers/software/insightupdates by using the HPE Insight Control license key provided during the entitlement or fulfillment process. For the above HPE OneView 2.0 new SKUs where iLO Advanced license is not included, an iLO license key is not provided, and customers need to purchase iLO Advanced separately.
Security Bulletin and Alert Policy for Non-HPE Owned Software Components

HPE addresses security bulletins for the software components listed in this ALA with the same level of support afforded HPE products. HPE is committed to reducing security defects and helping you mitigate the risks associated with security defects when they do occur.

HPE has a well-defined process when a security defect is found that culminates with the publication of a security bulletin. The security bulletin provides you with a high level description of the problem and explains how to mitigate the security defect.

Procedure for Subscribing to Security Bulletins

1. Open a browser to the HPE home page:
   

2. Click the Support & Drivers tab.

3. Click Sign up: driver, support, & security alerts, which appears under Additional Resources in the right navigation pane.

4. Select Business & IT Professionals to open the Subscriber’s Choice web page.

5. Do one of the following:
   
   - Sign in if you are a registered customer.
   - Enter your email address to sign-up now. Select Driver and Support alerts and click Continue.

Open Source Software and the HPE Open Source Download Site

Open source software (such as OpenSSL) or third-party software (such as Java) are sometimes included in HPE products, including HPE OneView. Table 1 below lists the open source software components and respective licenses included in HPE OneView as of the date of this ALA.

In addition to the following open source licenses referenced and contained in this document, Customers may also obtain license information documents for certain Hewlett Packard Enterprise products and solutions that use open source software at www.hpe.com/software/opensource.
**Table 1 HPE OneView Ancillary & Open Source Files**

<table>
<thead>
<tr>
<th>Open Source Component Name</th>
<th>Location / Maintainer URL</th>
<th>License (See “Specific Open Source Software License Terms” for details)</th>
</tr>
</thead>
<tbody>
<tr>
<td>abego TreeLayout</td>
<td><a href="http://grepcode.com/snapshot/repo1.maven.org/maven2/org.abego.treelayout/org.abego.treelayout.core/1.0.1">http://grepcode.com/snapshot/repo1.maven.org/maven2/org.abego.treelayout/org.abego.treelayout.core/1.0.1</a></td>
<td>BSD-3-Clause</td>
</tr>
<tr>
<td>acl</td>
<td><a href="http://acl.bestbits.at">http://acl.bestbits.at</a></td>
<td>GPLv2+</td>
</tr>
<tr>
<td>acpid</td>
<td><a href="https://sourceforge.net/projects/acpid">https://sourceforge.net/projects/acpid</a></td>
<td>GPLv2+</td>
</tr>
<tr>
<td>alsa-lib</td>
<td><a href="http://www.alsa-project.org">http://www.alsa-project.org</a></td>
<td>LGPLv2+</td>
</tr>
<tr>
<td>ansible</td>
<td><a href="https://dl.fedoraproject.org/pub/epel/6/SRPMS">https://dl.fedoraproject.org/pub/epel/6/SRPMS</a></td>
<td>GPLv3+</td>
</tr>
<tr>
<td>ANSI-C compliant JSON parser</td>
<td><a href="https://sourceforge.net/p/cjson/code/58/tree">https://sourceforge.net/p/cjson/code/58/tree</a></td>
<td>MIT</td>
</tr>
<tr>
<td>anthy</td>
<td><a href="https://osdn.jp/projects/anthy">https://osdn.jp/projects/anthy</a></td>
<td>LGPLv2+ and GPLv2</td>
</tr>
<tr>
<td>ANTLR</td>
<td><a href="http://www.antlr.org">http://www.antlr.org</a></td>
<td>ANTLR-BSD-Style</td>
</tr>
<tr>
<td>ANTLR Runtime</td>
<td><a href="http://www.antlr.org">http://www.antlr.org</a></td>
<td>ANTLR-BSD-Style</td>
</tr>
<tr>
<td>ANTLR4 Runtime</td>
<td><a href="http://www.antlr.org">http://www.antlr.org</a></td>
<td>ANTLR-BSD-Style</td>
</tr>
<tr>
<td>AOP Alliance</td>
<td><a href="http://aopalliance.sourceforge.net">http://aopalliance.sourceforge.net</a></td>
<td>Public Domain</td>
</tr>
<tr>
<td>Apache ant</td>
<td><a href="http://grepcode.com/snapshot/repo1.maven.org/maven2/org.apache.ant/ant/1.9.1">http://grepcode.com/snapshot/repo1.maven.org/maven2/org.apache.ant/ant/1.9.1</a></td>
<td>ASL-2.0</td>
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<tr>
<td>Apache ant-launcher</td>
<td><a href="https://ant.apache.org/bindownload.cgi">https://ant.apache.org/bindownload.cgi</a></td>
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<td>Apache axis</td>
<td><a href="http://axis.apache.org/axis">http://axis.apache.org/axis</a></td>
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<td>Apache axis-jaxrpc</td>
<td><a href="http://axis.apache.org/axis">http://axis.apache.org/axis</a></td>
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<td>Apache axis-wsdl4j</td>
<td><a href="http://grepcode.com/snapshot/repo1.maven.org/maven2/wsdl4j/wsdl4j/1.5.1">http://grepcode.com/snapshot/repo1.maven.org/maven2/wsdl4j/wsdl4j/1.5.1</a></td>
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<td>Apache commons-beanutils</td>
<td><a href="http://archive.apache.org/dist/commons/beanutils/source">http://archive.apache.org/dist/commons/beanutils/source</a></td>
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<td>Apache commons-cli</td>
<td><a href="http://grepcode.com/snapshot/repo1.maven.org/maven2/commons-cli/commons-cli/1.2">http://grepcode.com/snapshot/repo1.maven.org/maven2/commons-cli/commons-cli/1.2</a></td>
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<td><a href="http://commons.apache.org/codec">http://commons.apache.org/codec</a></td>
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<tr>
<td>Apache commons-collections</td>
<td><a href="http://commons.apache.org/proper/commons-collections">http://commons.apache.org/proper/commons-collections</a></td>
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<td>Apache commons-configuration</td>
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<td>Apache commons-dbcp</td>
<td><a href="http://repo1.maven.org/maven2/commons-dbcp/commons-dbcp/1.4">http://repo1.maven.org/maven2/commons-dbcp/commons-dbcp/1.4</a></td>
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<td>Apache commons-discovery</td>
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<td>Apache commons-httpclient</td>
<td><a href="http://httpd.apache.org">http://httpd.apache.org</a></td>
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<td>Apache commons-jexl</td>
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<td>Apache commons-lang</td>
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<td>Apache commons-logging</td>
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<td><a href="https://commons.apache.org/proper/commons-pool/download_pool.cgi">https://commons.apache.org/proper/commons-pool/download_pool.cgi</a></td>
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<td>Apache commons-vfs2</td>
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<td>Apache HttpClient-Client</td>
<td><a href="https://archive.apache.org/dist/httpcomponents/httpclient/source">https://archive.apache.org/dist/httpcomponents/httpclient/source</a></td>
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<td>Apache HttpClient-Core</td>
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<td>Apache Httpd</td>
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<td>Apache Httpd-Tools</td>
<td><a href="https://httpd.apache.org/download.cgi">https://httpd.apache.org/download.cgi</a></td>
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<td>Apache Httpmime</td>
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<td>Apache Jakarta-Regex</td>
<td><a href="http://jakarta.apache.org/regexp">http://jakarta.apache.org/regexp</a></td>
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<td>Apache Jakarta-Regex</td>
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<td>Apache Log4j</td>
<td><a href="http://grepcode.com/snapshot/repo1.maven.org/maven2/log4j/log4j/1.2.17">http://grepcode.com/snapshot/repo1.maven.org/maven2/log4j/log4j/1.2.17</a></td>
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<tr>
<td>Apache Maven SCM API</td>
<td><a href="http://repo1.maven.org/maven2/org/apache/maven/scm/maven-scm-api/1.4">http://repo1.maven.org/maven2/org/apache/maven/scm/maven-scm-api/1.4</a></td>
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<tr>
<td>Apache Maven SCM Subversion Provider - Common library</td>
<td><a href="http://repo1.maven.org/maven2/org/apache/maven/scm/maven-scm-provider-svn-commons/1.4">http://repo1.maven.org/maven2/org/apache/maven/scm/maven-scm-provider-svn-commons/1.4</a></td>
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<td>Apache Maven SCM Subversion Provider - SVN Executable Impl</td>
<td><a href="http://repo1.maven.org/maven2/org/apache/maven/scm/maven-scm-provider-svnexe/1.4">http://repo1.maven.org/maven2/org/apache/maven/scm/maven-scm-provider-svnexe/1.4</a></td>
<td>ASL-2.0</td>
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<tr>
<td>Apache MINA Core</td>
<td><a href="https://mina.apache.org">https://mina.apache.org</a></td>
<td>ASL-2.0</td>
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<td>Apache MINA SSHD Core</td>
<td><a href="https://mina.apache.org/sshd-project/downloads.html">https://mina.apache.org/sshd-project/downloads.html</a></td>
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<td>Apache POI</td>
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<td>ASL-2.0</td>
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<td>Supersleight JQuery Plugin</td>
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<tr>
<td>python-requests</td>
<td><a href="https://pypi.python.org/pypi/requests/2.9.0">https://pypi.python.org/pypi/requests/2.9.0</a></td>
<td>ASL-2.0</td>
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<td>python-setuptools</td>
<td><a href="http://pypi.python.org/pypi/distribute">http://pypi.python.org/pypi/distribute</a></td>
<td>Python or ZPLv2.0</td>
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<td>python-simplejson</td>
<td><a href="http://undefined.org/python/#simplejson">http://undefined.org/python/#simplejson</a></td>
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<td>python-sqlite2</td>
<td><a href="http://dl.fedoraproject.org/pub/epel/6/x86_64/">http://dl.fedoraproject.org/pub/epel/6/x86_64/</a></td>
<td>zlib/libpng</td>
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<td>python-urlgrabber</td>
<td><a href="http://urlgrabber.baseurl.org/">http://urlgrabber.baseurl.org/</a></td>
<td>LGPLv2+</td>
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<tr>
<td>python-virtinst</td>
<td><a href="http://rpm.pbone.net/index.php3/stat/26/dist/74/size/824879/name/python-virtinst-0.600.0-29.el6.src.rpm">http://rpm.pbone.net/index.php3/stat/26/dist/74/size/824879/name/python-virtinst-0.600.0-29.el6.src.rpm</a></td>
<td>GPLv2+</td>
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<tr>
<td>python-webpy</td>
<td><a href="https://centos.pkgs.org/6/repoforge-x86_64/python-webpy-0.37-1.el6.rf.noarch.rpm.html">https://centos.pkgs.org/6/repoforge-x86_64/python-webpy-0.37-1.el6.rf.noarch.rpm.html</a></td>
<td>Public Domain</td>
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<tr>
<td>pyxdg</td>
<td><a href="https://freedesktop.org/wiki/Software/pyxdg/">https://freedesktop.org/wiki/Software/pyxdg/</a></td>
<td>LGPLv2</td>
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<tr>
<td>PyXML</td>
<td><a href="http://vault.centos.org/6.8/os/Source/SPackages/">http://vault.centos.org/6.8/os/Source/SPackages/</a></td>
<td>MIT and Python and ZPLv1.0 and BSD</td>
</tr>
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<td>PyYAML</td>
<td><a href="http://vault.centos.org/6.6/updates/Source/SPackages/">http://vault.centos.org/6.6/updates/Source/SPackages/</a></td>
<td>MIT</td>
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<tr>
<td>qemu-img</td>
<td><a href="http://www.linux-kvm.org">http://www.linux-kvm.org</a></td>
<td>GPLv2+ and LGPLv2+ and BSD</td>
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<td>qemu-kvm</td>
<td><a href="http://www.linux-kvm.org">http://www.linux-kvm.org</a></td>
<td>GPLv2+ and LGPLv2+ and BSD</td>
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<td>QLGC_CMPIProvider</td>
<td><a href="http://www.broadcom.com">http://www.broadcom.com</a></td>
<td>Commercial_QLGC</td>
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<td>qlmapilnx</td>
<td><a href="http://www.broadcom.com">http://www.broadcom.com</a></td>
<td>Commercial_QLGC</td>
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<td>Quartz</td>
<td><a href="http://mvnrepository.com/artifact/org.quartz-scheduler/quartz/2.2.1">http://mvnrepository.com/artifact/org.quartz-scheduler/quartz/2.2.1</a></td>
<td>ASL-2.0</td>
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<td>Quartz-Jobs</td>
<td><a href="http://mvnrepository.com/artifact/org.quartz-scheduler/quartz-jobs/2.2.1">http://mvnrepository.com/artifact/org.quartz-scheduler/quartz-jobs/2.2.1</a></td>
<td>ASL-2.0</td>
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<td>RabbitMQ .NET/C# Client Library</td>
<td><a href="http://www.rabbitmq.com/dotnet.html">http://www.rabbitmq.com/dotnet.html</a></td>
<td>ASL-2.0, MPL</td>
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<td>RabbitMQ Java AMQP client library</td>
<td><a href="http://repo1.maven.org/maven2/com/rabbitmq/amqp-client/3.5.4/">http://repo1.maven.org/maven2/com/rabbitmq/amqp-client/3.5.4/</a></td>
<td>ASL-2.0, MPL, GPLv2</td>
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<td>RabbitMQ Server</td>
<td><a href="http://www.rabbitmq.com/download.html">http://www.rabbitmq.com/download.html</a></td>
<td>MPL-2.0 and MIT and ASL-2.0 and BSD</td>
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<td>RabbitMQ.Client</td>
<td><a href="http://www.rabbitmq.com/dotnet.html">http://www.rabbitmq.com/dotnet.html</a></td>
<td>ASL-2.0, MPL-2.0</td>
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<tr>
<td>Package</td>
<td>Website</td>
<td>License</td>
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<td>radvd</td>
<td><a href="http://www.litech.org/radvd/">http://www.litech.org/radvd/</a></td>
<td>BSD with advertising</td>
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<td>rarian</td>
<td><a href="http://arian.freedesktop.org/">http://arian.freedesktop.org/</a></td>
<td>LGPLv2+</td>
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<td>rarian-compat</td>
<td><a href="http://arian.freedesktop.org/">http://arian.freedesktop.org/</a></td>
<td>GPLv2+</td>
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<td>rdate</td>
<td>None</td>
<td>GPLv2+</td>
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<td>readahead</td>
<td><a href="https://fedorahosted.org/readahead/">https://fedorahosted.org/readahead/</a></td>
<td>GPLv2+</td>
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<td>readline</td>
<td><a href="http://cswww.cns.cwru.edu/php/chet/readline/rltop.html">http://cswww.cns.cwru.edu/php/chet/readline/rltop.html</a></td>
<td>GPLv3+</td>
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<td>redhat-bookmarks</td>
<td><a href="http://www.centos.org">http://www.centos.org</a></td>
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<td>redhat-logos</td>
<td><a href="http://www.centos.org">http://www.centos.org</a></td>
<td>Copyright CentOS</td>
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<td>Redis</td>
<td><a href="http://www.rpmfind.net/linux/RPM/epel/6/x86_64/redis-2.4.10-1.el6.x86_64.html">http://www.rpmfind.net/linux/RPM/epel/6/x86_64/redis-2.4.10-1.el6.x86_64.html</a></td>
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<td><a href="http://repo1.maven.org/maven2/com/sun/org/apache/xml/internal/resolver/20050927/">http://repo1.maven.org/maven2/com/sun/org/apache/xml/internal/resolver/20050927/</a></td>
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<td>resource-agents</td>
<td><a href="http://vault.centos.org/6.5/uploads/Source/SPackages/">http://vault.centos.org/6.5/uploads/Source/SPackages/</a></td>
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<td>rest</td>
<td><a href="http://www.gnome.org">http://www.gnome.org</a></td>
<td>LGPLv2</td>
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<td>rng-tools</td>
<td><a href="http://sourceforge.net/projects/gkernel/">http://sourceforge.net/projects/gkernel/</a></td>
<td>GPLv2+</td>
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<td>rootfiles</td>
<td>None</td>
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<td>rpcbind</td>
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<td>GPL</td>
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<td>rpm-libs</td>
<td><a href="http://www.rpm.org/">http://www.rpm.org/</a></td>
<td>GPLv2+ and LGPLv2+ with exceptions</td>
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<td>rpm-python</td>
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<td>rsync</td>
<td><a href="https://rsync.samba.org/">https://rsync.samba.org/</a></td>
<td>GPLv3+</td>
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<td>rsyslog</td>
<td><a href="http://www.rsyslog.com/">http://www.rsyslog.com/</a></td>
<td>(GPLv3+ and ASL-2.0)</td>
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<td>Rx-Core</td>
<td><a href="https://www.nuget.org/packages/Rx-Core/2.2.5">https://www.nuget.org/packages/Rx-Core/2.2.5</a></td>
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<td>Rx-Interfaces</td>
<td><a href="https://www.nuget.org/packages/Rx-Interfaces/2.2.5">https://www.nuget.org/packages/Rx-Interfaces/2.2.5</a></td>
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<td>Rx-Linq</td>
<td><a href="https://www.nuget.org/packages/Rx-Linq/2.2.5">https://www.nuget.org/packages/Rx-Linq/2.2.5</a></td>
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<td>Rx-PlatformServices</td>
<td><a href="https://www.nuget.org/packages/Rx-PlatformServices/2.2.5">https://www.nuget.org/packages/Rx-PlatformServices/2.2.5</a></td>
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<td>SAAJ API</td>
<td><a href="http://repo1.maven.org/maven2/javax/xml/soap/saaj-api/1.3.3/">http://repo1.maven.org/maven2/javax/xml/soap/saaj-api/1.3.3/</a></td>
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<td>SAAJ IMPL</td>
<td><a href="http://repo1.maven.org/maven2/com/sun/xml/messaging/saaj/saaaj-impl/1.3.8/">http://repo1.maven.org/maven2/com/sun/xml/messaging/saaj/saaaj-impl/1.3.8/</a></td>
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<td>Scriptella Core</td>
<td><a href="http://scriptella.javaforge.com/">http://scriptella.javaforge.com/</a></td>
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<td>Scriptella Drivers</td>
<td><a href="http://scriptella.javaforge.com/">http://scriptella.javaforge.com/</a></td>
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<td>Scriptella Tools</td>
<td><a href="http://scriptella.javaforge.com/">http://scriptella.javaforge.com/</a></td>
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<td>scrub</td>
<td><a href="http://code.google.com/p/diskscrub/">http://code.google.com/p/diskscrub/</a></td>
<td>GPLv2+</td>
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<td>SDL</td>
<td><a href="http://www.libsdl.org/">http://www.libsdl.org/</a></td>
<td>LGPLv2+</td>
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<td>seabios</td>
<td><a href="http://www.coreboot.org/SeaBIOS">http://www.coreboot.org/SeaBIOS</a></td>
<td>LGPLv3</td>
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<td>sed</td>
<td><a href="http://sed.sourceforge.net/">http://sed.sourceforge.net/</a></td>
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<td>selinux-policy</td>
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<td>selinux-policy-targeted</td>
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<td>Servlet-api</td>
<td><a href="http://grepcode.com/snapshot/repo1.maven.org/maven2/java.servlet/servlet-api/2.5">http://grepcode.com/snapshot/repo1.maven.org/maven2/java.servlet/servlet-api/2.5</a></td>
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<td>Servlet-api</td>
<td><a href="http://grepcode.com/snapshot/repository.grepcode.com/java/eclipse.org/4.2.2/java/servlet/3.0.0">http://grepcode.com/snapshot/repository.grepcode.com/java/eclipse.org/4.2.2/java/servlet/3.0.0</a></td>
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<td>setools-console</td>
<td><a href="http://oss.tresys.com/projects/setools">http://oss.tresys.com/projects/setools</a></td>
<td>GPLv2</td>
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<td>setools-libs</td>
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<td>setup</td>
<td><a href="https://fedorahosted.org/setup/">https://fedorahosted.org/setup/</a></td>
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<td>sgabios-bin</td>
<td><a href="http://code.google.com/p/sgabios/">http://code.google.com/p/sgabios/</a></td>
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<td>sgml-common</td>
<td><a href="http://www.w3.org/2003/entities/">http://www.w3.org/2003/entities/</a></td>
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<td>shadow-utils</td>
<td><a href="http://pkg-shadow.alioth.debian.org/">http://pkg-shadow.alioth.debian.org/</a></td>
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<td>shared-mime-info</td>
<td><a href="http://freedesktop.org/Software/shared-mime-info">http://freedesktop.org/Software/shared-mime-info</a></td>
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<td>slang</td>
<td><a href="http://www.jedsoft.org/slang/">http://www.jedsoft.org/slang/</a></td>
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<td>SLF4J (EXT)</td>
<td><a href="https://www.slf4j.org/">https://www.slf4j.org/</a></td>
<td>MIT</td>
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<td>SLF4J (JCL Over SLF4J)</td>
<td><a href="https://www.slf4j.org/">https://www.slf4j.org/</a></td>
<td>MIT</td>
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<td>slf4j-api</td>
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<td>snappy</td>
<td><a href="http://code.google.com/p/snappy/">http://code.google.com/p/snappy/</a></td>
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<td>SNMP4J</td>
<td><a href="https://oosnmp.net/dist/release/org/snmp4j/snmp4j/2.5.5/">https://oosnmp.net/dist/release/org/snmp4j/snmp4j/2.5.5/</a></td>
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<td><a href="http://www.freedesktop.org/wiki/Specifications/sound-theme-spec">http://www.freedesktop.org/wiki/Specifications/sound-theme-spec</a></td>
<td>GPLv2+ and LGPLv2+ and CC-BY-SA and CC-BY</td>
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<td><a href="http://www.spice-space.org/">http://www.spice-space.org/</a></td>
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<td>splitter.js</td>
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<td>Spring amqp</td>
<td><a href="http://repo1.maven.org/maven2/org/springframework/amqp/spring-amqp/1.1.0.RELEASE/">http://repo1.maven.org/maven2/org/springframework/amqp/spring-amqp/1.1.0.RELEASE/</a></td>
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<td>Module</td>
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<td>License</td>
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<td>Spring aop</td>
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<td>Spring aspects</td>
<td><a href="http://repo.spring.io/release/org/springframework/spring/3.2.15.RELEASE/">http://repo.spring.io/release/org/springframework/spring/3.2.15.RELEASE/</a></td>
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<td>Spring beans</td>
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<td>Spring binding</td>
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<td>Spring context</td>
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<td>Spring context-support</td>
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<td>Spring core</td>
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<td>Spring erlang</td>
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<td>Spring expression</td>
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<td>Spring instrument</td>
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<td>Spring jdbc</td>
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<td>Spring ldap-core</td>
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10. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

11. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

FOR AUSTRALIA – YOU HAVE STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW AND NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS.

12. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. $5.00. YOU
CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

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· anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

· claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

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· les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d’une autre faute dans la limite autorisée par la loi en vigueur.

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EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d’autres droits prévus par les lois de votre pays.
présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

VMware End User License Agreement

PLEASE NOTE THAT THE TERMS OF THIS END USER LICENSE AGREEMENT SHALL GOVERN YOUR USE OF THE SOFTWARE, REGARDLESS OF ANY TERMS THAT MAY APPEAR DURING THE INSTALLATION OF THE SOFTWARE.

IMPORTANT-READ CAREFULLY: BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU (THE INDIVIDUAL OR LEGAL ENTITY) AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT ("EULA"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND YOU MUST DELETE OR RETURN THE UNUSED SOFTWARE TO THE VENDOR FROM WHICH YOU ACQUIRED IT WITHIN THIRTY (30) DAYS AND REQUEST A REFUND OF THE LICENSE FEE, IF ANY, THAT YOU PAID FOR THE SOFTWARE.

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1. DEFINITIONS.

1.1 “Affiliate” means, with respect to a party at a given time, an entity that then is directly or indirectly controlled by, is under common control with, or controls that party, and here “control” means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of that entity.

1.2 “Documentation” means that documentation that is generally provided to You by VMware with the Software, as revised by VMware from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.

1.3 “Guest Operating Systems” means instances of third-party operating systems licensed by You, installed in a Virtual Machine and run using the Software.

1.4 “Intellectual Property Rights” means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent
applications, moral rights and all other proprietary rights, whether registered or unregistered.

1.5 “License” means a license granted under Section 2.1 (General License Grant).

1.6 “License Key” means a serial number that enables You to activate and use the Software.

1.7 “License Term” means the duration of a License as specified in the Order.

1.8 “License Type” means the type of License applicable to the Software, as more fully described in the Order.

1.9 “Open Source Software” or “OSS” means software components embedded in the Software and provided under separate license terms, which can be found either in the open_source_licenses.txt file (or similar file) provided within the Software or at www.vmware.com/download/open_source.html.

1.10 “Order” means a purchase order, enterprise license agreement, or other ordering document issued by You to VMware or a VMware authorized reseller that references and incorporates this EULA and is accepted by VMware as set forth in Section 4 (Order).

1.11 “Product Guide” means the current version of the VMware Product Guide at the time of Your Order, copies of which are found at www.vmware.com/download/eula.

1.12 “Support Services Terms” means VMware’s then-current support policies, copies of which are posted at www.vmware.com/support/policies.

1.13 “Software” means the VMware Tools and the VMware computer programs listed on VMware’s commercial price list to which You acquire a license under an Order, together with any software code relating to the foregoing that is provided to You pursuant to a support and subscription service contract and that is not subject to a separate license agreement.

1.14 “Territory” means the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.

1.15 “Third Party Agent” means a third party delivering information technology services to You pursuant to a written contract with You.

1.16 “Virtual Machine” means a software container that can run its own operating system and execute applications like a physical machine.

1.17 “VMware” means VMware, Inc., a Delaware corporation, if You are purchasing Licenses or services for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.
1.18 “VMware Tools” means the suite of utilities and drivers, Licensed by VMware under the “VMware Tools” name, that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine.

2. LICENSE GRANT.

2.1 General License Grant. VMware grants to You a non-exclusive, non-transferable (except as set forth in Section 12.1 (Transfers; Assignment) license to use the Software and the Documentation during the period of the license and within the Territory, solely for Your internal business operations, and subject to the provisions of the Product Guide. Unless otherwise indicated in the Order, licenses granted to You will be perpetual, will be for use of object code only, and will commence on either delivery of the physical media or the date You are notified of availability for electronic download.

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2.5 VMware Tools. You may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. You are liable for compliance by those third parties with the terms and conditions of this EULA.

2.6 Open Source Software. Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such OSS’s own applicable license terms, which can be found in the open_source_licenses.txt file, the Documentation or as applicable, the corresponding source files for the Software available at www.vmware.com/download/open_source.html. These OSS license terms are consistent with the license granted in Section 2 (License Grant), and may contain additional rights benefiting You. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on You than the applicable OSS license terms. To the extent the license for any Open Source Software requires
VMware to make available to You the corresponding source code and/or modifications (the "Source Files"), You may obtain a copy of the applicable Source Files from VMware's website at www.vmware.com/download/open_source.html or by sending a written request, with Your name and address to: VMware, Inc., 3401 Hillview Avenue, Palo Alto, CA 94304, United States of America. All requests should clearly specify: Open Source Files Request, Attention: General Counsel. This offer to obtain a copy of the Source Files is valid for three years from the date You acquired this Software.

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3.2 Decompilation. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the Territory give You the express right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, You must first request such information from VMware, provide all reasonably requested information to allow VMware to assess Your claim, and VMware may, in its discretion, either provide such interoperability information to You, impose reasonable conditions, including a reasonable fee, on such use of the Software, or offer to provide alternatives to ensure that VMware’s proprietary rights in the Software are protected and to reduce any adverse impact on VMware’s proprietary rights.

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3.4 Guest Operating Systems. Certain Software allows Guest Operating Systems and application programs to run on a computer system. You acknowledge that You are responsible for obtaining and complying with any licenses necessary to operate any such third-party software.

4. ORDER. Your Order is subject to this EULA. No Orders are binding on VMware until accepted by VMware. Orders for Software are deemed to be accepted upon VMware’s delivery of the Software included in such Order. Orders issued to VMware do not have to be signed to be valid and enforceable.

5. RECORDS AND AUDIT. During the License Term for Software and for two (2) years after its expiration or termination, You will maintain accurate records of Your use of the Software sufficient to show compliance with the terms of this EULA. During this period, VMware will have the right to audit Your use of the Software to confirm compliance with the terms of this EULA. That audit is subject to reasonable notice by VMware and will not unreasonably interfere with Your business activities. VMware may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. You will reasonably cooperate with VMware and any third party auditor and will, without prejudice to other rights of VMware, address any non-compliance identified by the audit by promptly paying additional fees. You will promptly reimburse VMware for all reasonable costs of the audit if the audit reveals either underpayment of more than five (5%) percent of the Software fees payable by You for the period audited, or that You have materially failed to maintain accurate records of Software use.

6. SUPPORT AND SUBSCRIPTION SERVICES. Except as expressly specified in the Product Guide, VMware does not provide any support or subscription services for the Software under this EULA. You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by VMware unless you separately purchase VMware support or subscription services. These support or subscription services are subject to the Support Services Terms.

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7.1 Software Warranty, Duration and Remedy. VMware warrants to You that the Software will, for a period of ninety (90) days following notice of availability for electronic download or delivery ("Warranty Period"), substantially conform to the applicable Documentation, provided that the Software: (a) has been properly installed and used at all times in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than VMware or its authorized representative. VMware will, at its own expense and as its sole obligation and Your exclusive remedy for any breach of this warranty, either replace
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CUROSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. VMWARE AND ITS
LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR
THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET YOUR REQUIREMENTS.

8. INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 Defense and Indemnification. Subject to the remainder of this Section
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any third party claim that the Software infringes any patent, trademark or
copyright of such third party, or misappropriates a trade secret (but only
to the extent that the misappropriation is not a result of Your actions)
under the laws of: (a) the United States and Canada; (b) the European
Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the
People’s Republic of China, to the extent that such countries are part of
the Territory for the License (“Infringement Claim”) and indemnify You
from the resulting costs and damages finally awarded against You to such
third party by a court of competent jurisdiction or agreed to in
settlement. The foregoing obligations are applicable only if You: (i)
promptly notify VMware in writing of the Infringement Claim; (ii) allow
VMware sole control over the defense for the claim and any settlement
negotiations; and (iii) reasonably cooperate in response to VMware
requests for assistance. You may not settle or compromise any Infringement
Claim without the prior written consent of VMware.

8.2 Remedies. If the alleged infringing Software become, or in VMware’s
opinion be likely to become, the subject of an Infringement Claim, VMware
will, at VMware’s option and expense, do one of the following: (a) procure
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Software; (b) replace or modify the affected Software to make it non-
infringing; or (c) terminate the License to the affected Software and
discontinue the related support services, and, upon Your certified
deletion of the affected Software, refund: (i) the fees paid by You for
the License to the affected Software, less straight-line depreciation over
a three (3) year useful life beginning on the date such Software was
delivered; and (ii) any pre-paid service fee attributable to related
support services to be delivered after the date such service is stopped.
Nothing in this Section 8.2 (Remedies) shall limit VMware’s obligation
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You, provided that You replace the allegedly infringing Software upon
VMware’s making alternate Software available to You and/or You discontinue
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8.3 Exclusions. Notwithstanding the foregoing, VMware will have no obligation under this Section 8 (Intellectual Property Indemnification) or otherwise with respect to any claim based on: (a) a combination of Software with non-VMware products (other than non-VMware products that are listed on the Order and used in an unmodified form); (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer VMware version would have avoided the infringement; (d) any modification to the Software made without VMware’s express written approval; (e) any claim that relates to open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by VMware into Software listed on VMware’s commercial price list; or (f) any Software provided on a no charge, beta or evaluation basis. THIS SECTION 8 (INTELLECTUAL PROPERTY INDEMNIFICATION) STATES YOUR SOLE AND EXCLUSIVE REMEDY AND VMWARE’S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability. TO THE MAXIMUM EXTENT MANDATED BY LAW, IN NO EVENT WILL VMWARE AND ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. VMWARE’S AND ITS LICENSORS’ LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE GREATER OF THE LICENSE FEES YOU PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM OR $5000. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER VMWARE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9.2 Further Limitations. VMware’s licensors shall have no liability of any kind under this EULA and VMware’s liability with respect to any third party software embedded in the Software shall be subject to Section 9.1 (Limitation of Liability). You may not bring a claim under this EULA more than eighteen (18) months after the cause of action arises.

10. TERMINATION.

10.1 EULA Term. The term of this EULA begins on the notice of availability for electronic download or delivery of the Software and continues until this EULA is terminated in accordance with this Section 10.

10.2 Termination for Breach. VMware may terminate this EULA effective immediately upon written notice to You if: (a) You fail to pay any portion of the fees under an applicable Order within ten (10) days after receiving written notice from VMware that payment is past due; or (b) You breach any other provision of this EULA and fail to cure within thirty (30) days after receipt of VMware’s written notice thereof.
10.3 Termination for Insolvency. VMware may terminate this EULA effective immediately upon written notice to You if You: (a) terminate or suspend your business; (b) become insolvent, admit in writing Your inability to pay Your debts as they mature, make an assignment for the benefit of creditors; or become subject to control of a trustee, receiver or similar authority; or (c) become subject to any bankruptcy or insolvency proceeding.

10.4 Effect of Termination. Upon VMware’s termination of this EULA: (a) all Licensed rights to all Software granted to You under this EULA will immediately cease; and (b) You must cease all use of all Software, and return or certify destruction of all Software and License Keys (including copies) to VMware, and return, or if requested by VMware, destroy, any related VMware Confidential Information in Your possession or control and certify in writing to VMware that You have fully complied with these requirements. Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including Sections 1 (Definitions), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 5 (Records and Audit), 7.2 (Software Disclaimer of Warranty), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information) and 12 (General).

11. CONFIDENTIAL INFORMATION.

11.1 Definition. “Confidential Information” means information or materials provided by one party (“Discloser”) to the other party (“Recipient”) which are in tangible form and labelled “confidential” or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding VMware’s pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software.

11.2 Protection. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties’ ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by this EULA, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this EULA and who are under a duty of confidentiality no less restrictive than Recipient’s duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

11.3 Exceptions. Recipient’s obligations under Section 11.2 (Protection) with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of,
Discloser’s Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser’s request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11.4 Data Privacy. You agree that VMware may process technical and related information about Your use of the Software which may include internet protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics to facilitate the provisioning of updates, support, invoicing or online services and may transfer such information to other companies in the VMware worldwide group of companies from time to time. To the extent that this information constitutes personal data, VMware shall be the controller of such personal data. To the extent that it acts as a controller, each party shall comply at all times with its obligations under applicable data protection legislation.

12. GENERAL.

12.1 Transfers; Assignment. Except to the extent transfer may not legally be restricted or as permitted by VMware’s transfer and assignment policies, in all cases following the process set forth at www.vmware.com/support/policies/licensingpolicies.html, You will not assign this EULA, any Order, or any right or obligation herein or delegate any performance without VMware’s prior written consent, which consent will not be unreasonably withheld. Any other attempted assignment or transfer by You will be void. VMware may use its Affiliates or other sufficiently qualified subcontractors to provide services to You, provided that VMware remains responsible to You for the performance of the services.

12.2 Notices. Any notice delivered by VMware to You under this EULA will be delivered via mail, email or fax.

12.3 Waiver. Failure to enforce a provision of this EULA will not constitute a waiver.

12.4 Severability. If any part of this EULA is held unenforceable, the validity of all remaining parts will not be affected.

12.5 Compliance with Laws; Export Control; Government Regulations. Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity
List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this EULA.

12.6 Construction. The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word ‘including’ means “including but not limited to”.

12.7 Governing Law. This EULA is governed by the laws of the State of California, United States of America (excluding its conflict of law rules), and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Santa Clara County, California will be the exclusive jurisdiction for disputes arising out of or in connection with this EULA. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

12.8 Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

12.9 Order of Precedence. In the event of conflict or inconsistency among the Product Guide, this EULA and the Order, the following order of precedence shall apply: (a) the Product Guide, (b) this EULA and (c) the Order. With respect to any inconsistency between this EULA and an Order, the terms of this EULA shall supersede and control over any conflicting or additional terms and conditions of any Order, acknowledgement or confirmation or other document issued by You.

12.10 Entire Agreement. This EULA, including accepted Orders and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This EULA may be amended only in writing signed by authorized representatives of both parties.

12.11 Contact Information. Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America, Attention: Legal Department.
Q. What is included in the VMware Infrastructure SDK (VI SDK)?

A. The VI SDK includes documentation, tools, libraries, and sample code to help software developers integrate with, build in-house or commercial applications. To learn more about the VI SDK and its client application architecture, read the Getting Started FAQs http://communities.vmware.com/docs/DOC-7270 or visit the VI SDK Documentation page http://www.vmware.com/support/developer/vc-sdk/

Q. Can I distribute, sell software that I developed using the VI SDK?

A. Yes.

Q. Do I have to pay any royalties to VMware for products that I build using the VI SDK?

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(Since arithmetic coding provides only a marginal gain over the unpatented Huffman mode, it is unlikely that very many implementations will support it.) So far as we are aware, there are no patent restrictions on the remaining code.

The IJG distribution formerly included code to read and write GIF files. To avoid entanglement with the Unisys LZW patent, GIF reading support has been removed altogether, and the GIF writer has been simplified to produce "uncompressed GIFs". This technique does not use the LZW algorithm; the resulting GIF files are larger than usual, but are readable by all standard GIF decoders.

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For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.
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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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

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

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Version 1.0, January 1, 2003

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6. As an exception to the Sections above, you may also combine 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. A new component will be appended to the version number to indicate the modification level. The form of this component is up to the author of the modifications.

2. The author of the modifications will include his/her name by appending it
along with the new version number to this file and will be responsible for any wrong behavior of the modified software.

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Modifications:
Version: 2.1.8.7-current
Copyright 1998-2001 by Rob Braun

Sensor Addition
Version: 2.1.8.9pre14a
Copyright 2001 by Steve Grubb

This is an excerpt from an email I received from the original author, allowing xinetd as maintained by me (Rob Braun), to use the higher version numbers:

I appreciate your maintaining the version string guidelines as specified in the copyright. But I did not mean them to last as long as they did.

So, if you want, you may use any 2.N.* (N >= 3) version string for future xinetd versions that you release. Note that I am excluding the 2.2.* line; using that would only create confusion. Naming the next release 2.3.0 would put to rest the confusion about 2.2.1 and 2.1.8.*.

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2.1 Reusable ZPL separates copyright information into an accompanying copyright file, COPYRIGHT.txt
2.0 New license, now GPL compatible
1.1 Changed from Digital Creations to Zope Corporation, removed previous clause asking for (but not requiring) attribution, changed Open Source (tm) to open source until trademarking issues are resolved, changed links from "www.zope.org" to "www.zope.com".
1.0 Official release.
0.9.7 Dropped the requirement for "Attribution". Replaced the requirement with a "plea", but made it voluntary.
0.9.6 Clarified the "Attribution" clause. It stated that both a "button" and a "credits page" were required. The updated wording clearly states that the "button" links to the "credits page". This "credits page" resides on Digital Creations' web site by default, but may be copied to the attributing web site.
0.9.5 Added a line to clause #3 regarding the avoidance of attribution. In clause #4, dropped the requirement to attribute in technical papers. Also in clause #4, added that intact distributions need not have an attribution in any advertising. In clause #6, added the word "Modified", and added a restatement that intact distributions don't require attribution. In clause #7, added a clarification regarding patches and modifications. Added two sentences to the attribution section reiterating the clarification from clause #3 regarding sites that have valid reasons not to attribute the use of Zope in the required manner.
0.9.4 Corrected a typo in first paragraph and labeled the disclaimer section.
0.9.3 The stipulation about being on every page with a copyright was ill-conceived and has disappeared.
0.9.2 Received a complaint about clause 7. I changed it to better reflect our goal, which is to ensure patch integrity and minimize the forked version problem. I'm open to suggestions on this.

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