

Symantec NetBackup Product Family Third-party Legal Notices

NetBackup, OpsCenter, PureDisk,
Deduplication Appliance Software,
NetBackup Appliance Software, Desktop
Laptop Option

January 2012



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Technical Support

Symantec Technical Support maintains support centers globally. Technical Support's primary role is to respond to specific queries about product features and functionality. The Technical Support group also creates content for our online Knowledge Base. The Technical Support group works collaboratively with the other functional areas within Symantec to answer your questions in a timely fashion. For example, the Technical Support group works with Product Engineering and Symantec Security Response to provide alerting services and virus definition updates.

Symantec's support offerings include the following:

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For information about Symantec's support offerings, you can visit our Web site at the following URL:

www.symantec.com/business/support/

All support services will be delivered in accordance with your support agreement and the then-current enterprise technical support policy.

Contacting Technical Support

Customers with a current support agreement may access Technical Support information at the following URL:

www.symantec.com/business/support/

Before contacting Technical Support, make sure you have satisfied the system requirements that are listed in your product documentation. Also, you should be at the computer on which the problem occurred, in case it is necessary to replicate the problem.

When you contact Technical Support, please have the following information available:

- Product release level

- Hardware information
- Available memory, disk space, and NIC information
- Operating system
- Version and patch level
- Network topology
- Router, gateway, and IP address information
- Problem description:
 - Error messages and log files
 - Troubleshooting that was performed before contacting Symantec
 - Recent software configuration changes and network changes

Licensing and registration

If your Symantec product requires registration or a license key, access our technical support Web page at the following URL:

www.symantec.com/business/support/

Customer service

Customer service information is available at the following URL:

www.symantec.com/business/support/

Customer Service is available to assist with non-technical questions, such as the following types of issues:

- Questions regarding product licensing or serialization
- Product registration updates, such as address or name changes
- General product information (features, language availability, local dealers)
- Latest information about product updates and upgrades
- Information about upgrade assurance and support contracts
- Information about the Symantec Buying Programs
- Advice about Symantec's technical support options
- Nontechnical presales questions
- Issues that are related to CD-ROMs, DVDs, or manuals

Support agreement resources

If you want to contact Symantec regarding an existing support agreement, please contact the support agreement administration team for your region as follows:

Asia-Pacific and Japan	customercare_apac@symantec.com
Europe, Middle-East, and Africa	semea@symantec.com
North America and Latin America	supportsolutions@symantec.com

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This chapter includes the following topics:

- [About the NetBackup product family third-party legal notices](#)

About the NetBackup product family third-party legal notices

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- See [“About NetBackup third-party legal notices”](#) on page 30.
- See [“About OpsCenter Analytics third-party legal notices”](#) on page 397.
- See [“About the PureDisk third-party legal notices”](#) on page 554.
- See [“About the Deduplication Appliance Software third-party legal notices”](#) on page 762.

- See [“About the NetBackup Appliance Software third-party legal notices”](#) on page 824.
- See [“About the Desktop Laptop Option third-party legal notices”](#) on page 906.

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- [Third-party intellectual property name: VMware VI \(vSphere\) Java API](#)
- [Third-party intellectual property name: Zlib v1.2.3](#)
- [Third-party intellectual property name: GigaBASE v3.78](#)
- [Third-party intellectual property name: DBD-SQLite v1.13](#)
- [Third-party intellectual property name: Archive-Tar v1.30-r1](#)
- [Third-party intellectual property name: Archive-Zip v1.18](#)
- [Third-party intellectual property name: DBI v3.0.6](#)
- [Third-party intellectual property name: IO-Compress v2.021](#)
- [Third-party intellectual property name: Spreadsheet-WriteExcel v2.20](#)
- [Third-party intellectual property name: Win32:GUI v1.06](#)
- [Third-party intellectual property name: XML-Parser v2.34-r1](#)
- [Third-party intellectual property name: Socket6 v0.23](#)
- [Third-party intellectual property name: Apache AXIS \(Apache eXtensible Interaction System\) v1.4](#)

- Third-party intellectual property name: Perl v5.10
- Third-party intellectual property name: PuTTY v0.60
- Third-party intellectual property name: OpenSSH v4.6p1
- Third-party intellectual property name: Java Service Wrapper v3.2.3
- Third-party intellectual property name: StdString
- Third-party intellectual property name: DBI v1.1.4 DBI v1.4.2
- Third-party intellectual property name: DES-MIT
- Third-party intellectual property name: fscanf
- Third-party intellectual property name: DomAPI Library v3.0.10 DomAPI Library v5.0 DomAPI Library v40
- Third-party intellectual property name: Free TDS v0.52
- Third-party intellectual property name: Apache Crimson v1.1, v1.1.3
- Third-party intellectual property name: Apache Lucene v1.2 Apache Lucene v1.4.3
- Third-party intellectual property name: Apache Obj v1.0.rc6
- Third-party intellectual property name: Apache Xalan C++ v1.2.0 Apache Xalan C++ v1.3.0 Apache Xalan C++ v1.4.0 Apache Xalan C++ v1.6.0 Apache Xalan C++ v1.8.0 Apache Xalan C++ v1.9.0 Apache Xalan C++ v2.2.D14
- Third-party intellectual property name: Apache Oro Matcher v2
- Third-party intellectual property name: Vscanf v1.12
- Third-party intellectual property name: UNFS v0.9.13
- Third-party intellectual property name: TWFreeTDS v1.2
- Third-party intellectual property name: TAO v1.2 TAO v1.2a TAO v1.3.7 TAO v1.3a TAO v1.3a-p10
- Third-party intellectual property name: Sitraka JClass Page Layout and Jclass Chart v4.5 Sitraka JClass Page Layout and Jclass Chart v5.0
- Third-party intellectual property name: Netscape Security Class Files (netscape.jar) from Core Classes.jar
- Third-party intellectual property name: mSQL and MySQL Drivers for the Perl5 Database Interface (DBI) (Msql-modules v1.2215)

- Third-party intellectual property name: ACE v5.0.1.14 ACE v5.1 ACE v5.1.14 ACE v5.1.17 ACE v5.2 ACE v5.2.1 ACE v5.2.a ACE v5.3 ACE v5.3.1a ACE v5.3.7 ACE v5.3.a-p7 ACE v5.3a ACE v5.3.a-p10 ACE v1.4.8
- Third-party intellectual property name: ANTLR v2.7.5 ANTLR v2.7.6
- Third-party intellectual property name: Apache AXIS (Apache eXtensible Interaction System) v1.1 Apache AXIS (Apache eXtensible Interaction System) v1.3 Apache AXIS (Apache eXtensible Interaction System) v1.4 Apache AXIS (Apache eXtensible Interaction System) v2.0
- Third-party intellectual property name: Apache Commons Fileupload v1.0 Apache Commons Fileupload v1.1
- Third-party intellectual property name: Apache HTTP Server v1.3 Apache HTTP Server v2.0.X Apache HTTP Server v2.6
- Third-party intellectual property name: Apache Jakarta Oro v1.1, Apache Jakarta Oro v2.02 Apache Jakarta Oro v2.0.8
- Third-party intellectual property name: Apache Log4j v1.2.13 Apache Log4j v1.2.7 Apache Log4j v1.2.8
- Third-party intellectual property name: Apache Obj v1.0.0
- Third-party intellectual property name: Apache Struts v1.2.7 Apache Struts v1.1 Apache Struts v2.0 Apache Struts v1.0
- Third-party intellectual property name: Apache Tomcat v3.2 Apache Tomcat v3.2.4 Apache Tomcat v4.0 Apache Tomcat v4.1 Apache Tomcat v4.1.2.4 Apache Tomcat v5.0.23 Apache Tomcat v5.5 Apache Tomcat v5.5.15 Apache Tomcat v5.5.7 Apache Tomcat v5.5.9 Apache Tomcat v5 Apache Tomcat Connectors v4.1.24
- Third-party intellectual property name: Apache Tomcat v3.2 Apache Tomcat v3.2.4 Apache Tomcat v4.0 Apache Tomcat v4.1 Apache Tomcat v4.1.2.4 Apache Tomcat v5.0.23 Apache Tomcat v5.5 Apache Tomcat v5.5.15 Apache Tomcat v5.5.7 Apache Tomcat v5.5.9 Apache Tomcat v6.0 Apache Tomcat v5 Apache Tomcat Connectors v4.1.24
- Third-party intellectual property name: Apache Xerces C++ v1.2.0 Apache Xerces C++ v1.4.0 Apache Xerces C++ v1.6.0 Apache Xerces C++ v1.7.0.0 Apache Xerces C++ v2.1 Apache Xerces C++ v2.2 Apache Xerces C++ v2.4.0 Apache Xerces C++ v2.5.0 Apache Xerces C++ v2.6.0 Apache Xerces C++ v2.7 Apache Xerces C++ v1.3.0

- Third-party intellectual property name: Apache Xerces Java v2.9.0 Apache Xerces java v1.4.4 Apache Xerces java v1.1.3 Apache Xerces java v1.0 Apache Xerces java v2.5.0 Apache Xerces java v2.7.1
- Third-party intellectual property name: Perl v5.6.1 Perl v5.8.0
- Third-party intellectual property name: Curl v7.12.0 Curl v7.12.1 Curl v7.12.2 Curl v7.13.1 Curl v7.15.4 Curl v7.15.5 Curl v7.16.1
- Third-party intellectual property name: Google Web Toolkit (GWT) SDK
- Third-party intellectual property name: HP-UX Runtime Environment, for the Java 2 Platform (HP-JRE) v1.3.0.02 HP-UX Runtime Environment, for the Java 2 Platform (HP-JRE) v1.4.2 HP-UX Runtime Environment, for the Java 2 Platform (HP-JRE) v5.0
- Third-party intellectual property name: ICU (International Component for Unicode) v1.81 ICU (International Component for Unicode) v2.0 ICU (International Component for Unicode) v2.2 ICU (International Component for Unicode) v2.4 ICU (International Component for Unicode) v2.6.1 ICU (International Component for Unicode) v3.4 ICU (International Component for Unicode) v3.6
- Third-party intellectual property name: JacORB v1.2 JacORB v1.4 JacORB v1.4.1 JacORB v2.0 JacORB v2.2 JacORB v2.2.1 JacORB v2.2.2
- Third-party intellectual property name: JacORB v1.2 JacORB v1.4 JacORB v1.4.1 JacORB v2.0 JacORB v2.2 JacORB v2.2.1 JacORB v2.2.2
- Third-party intellectual property name: JAXP (Java API for XML Processing) v1.0.x JAXP (Java API for XML Processing) v1.2
- Third-party intellectual property name: JDOM v1.0 JDOM v1.0 Beta 10 (1b10) JDOM v1.0 Beta 6 (1b6) JDOM v1.0 Beta 7 (1b7) JDOM v1.7 JDOM v2.1
- Third-party intellectual property name: Microsoft Cabinet SDK v1.00.601.0
- Third-party intellectual property name: OpenSSL v0.9.8k OpenSSL v0.9.6 OpenSSL v0.9.6a OpenSSL v0.9.6k OpenSSL v0.9.7b OpenSSL v0.9.7d OpenSSL v0.9.7e OpenSSL v0.9.7g OpenSSL v0.9.7i OpenSSL v0.9.8 OpenSSL v0.9.8a OpenSSL v0.9.8d
- Third-party intellectual property name: Perl Compatible Regular Expressions (PCRE) v4.5 Perl Compatible Regular Expressions (PCRE) v6.4 Perl Compatible Regular Expressions (PCRE) v6.7
- Third-party intellectual property name: Perl v5.0 Perl v5.00.5 Perl v5.6.1 Perl v5.8.0 Perl v5.8.6 Perl v5.8.7

- Third-party intellectual property name: Sitraka JClass Page Layout and Jclass Chart v4.5 Sitraka JClass Page Layout and Jclass Chart v5.0
- Third-party intellectual property name: Sitraka JClass Page Layout and Jclass Chart v4.5 Sitraka JClass Page Layout and Jclass Chart v5.0
- Third-party intellectual property name: STLport v4.5.1 STLport v4.5.3 STLport v4.6.1
- Third-party intellectual property name: Sun Java 2 Software Development Kit (J2SDK) Standard Edition v1.4.2 Sun Java 2 Software Development Kit (J2SDK) Standard Edition v1.2.4.05 Sun Java 2 Software Development Kit (J2SDK) Standard Edition v1.5.0.04
- Third-party intellectual property name: JavaMail API v1.2 JavaMail API v1.3.1 JavaMail API v1.3.2 JavaMail API v1.4
- Third-party intellectual property name: Sun JDK also incl. Java Naming & Directory Interface "JNDI" v1.1.x Sun JDK also incl. Java Naming & Directory Interface "JNDI" v1.3.1 Sun JDK also incl. Java Naming & Directory Interface "JNDI" v1.4 Sun JDK also incl. Java Naming & Directory Interface "JNDI" v1.4.1 Sun JDK also incl. Java Naming & Directory Interface "JNDI" v1.4.2 Sun JDK also incl. Java Naming & Directory Interface "JNDI" v5.0
- Third-party intellectual property name: Sun Java 2 Runtime Environment (Incl. Java Virtual Machine "JVM" as a component of JRE) v1.3x Sun Java 2 Runtime Environment (Incl. Java Virtual Machine "JVM" as a component of JRE) v1.4.1 Sun Java 2 Runtime Environment (Incl. Java Virtual Machine "JVM" as a component of JRE) v1.4.1.02 Sun Java 2 Runtime Environment (Incl. Java Virtual Machine "JVM" as a component of JRE) v1.4.2 Sun Java 2 Runtime Environment (Incl. Java Virtual Machine "JVM" as a component of JRE) v1.4x Sun Java 2 Runtime Environment (Incl. Java Virtual Machine "JVM" as a component of JRE) v1.5
- Third-party intellectual property name: JUnit v3.8.1
- Third-party intellectual property name: Yahoo User Interface Library (YUI) v2.4.1 (including JSON)
- Third-party intellectual property name: cksum v 1.18
- Third-party intellectual property name: ehcache v1.4.1
- Third-party intellectual property name: libxml2
- Third-party intellectual property name: libcurl
- Third-party intellectual property name: OpenPegasus v2.7.1

- Third-party intellectual property name: IO-stringy v2.110
- Third-party intellectual property name: OLE-Storage_Lite-v0.17
- Third-party intellectual property name: Spreadsheet-WriteExcel v2.23
- Third-party intellectual property name: Samba v3.0.31
- Third-party intellectual property name: QLogic linux driver
- Third-party intellectual property name: Log4Perl
- Third-party intellectual property name: Archive-Tar v1.46
- Third-party intellectual property name: Archive-Zip
- Third-party intellectual property name: XML:Twig Release v3.32
- Third-party intellectual property name: XML-Parser v2.34-r1
- Third-party intellectual property name: SpreadSheet:WriteExcel v2.25
- Third-party intellectual property name: Win32:GUI v1.06
- Third-party intellectual property name: JFreeChart v1.0.9
- Third-party intellectual property name: iText v2.1.3
- Third-party intellectual property name: c3p0 v0.9.1.2
- Third-party intellectual property name: SNMP4J v1.6d
- Third-party intellectual property name: Apache Commons Logging v1.0.4
- Third-party intellectual property name: Apache Commons BeanUtils v1.7.0
- Third-party intellectual property name: Apache Commons Collections v3.2
- Third-party intellectual property name: Boost v1.37
- Third-party intellectual property name: CLISH v0.7.3
- Third-party intellectual property name: ssh2: PHP bindings for the libssh2 library v0.10
- Third-party intellectual property name: PostgreSQL Database v8.2.6
- Third-party intellectual property name: OpenSSL v0.9.8k
- Third-party intellectual property name: ACE v5.4.4
- Third-party intellectual property name: Boost v1.36

- Third-party intellectual property name: Curl / Libcurl v7.18.1
- Third-party intellectual property name: libxml2 v2.6.31
- Third-party intellectual property name: AIX Developer Kit and Runtime, Java Technology Edition - 64 bit
- Third-party intellectual property name: AIX Developer Kit and Runtime, Java Technology Edition v6 - 32 bit
- Third-party intellectual property name: Apache Commons Codec v1.3
- Third-party intellectual property name: Apache Tomcat v5.5.28
- Third-party intellectual property name: PostgreSQL Database v8.3.9
- Third-party intellectual property name: PostgreSQL Database v8.2.15
- Third-party intellectual property name: Mongoose v2.11 (G)
- Third-party intellectual property name: Perl v5.10 Perl v5.12.2
- Third-party intellectual property name: Vaadin v6.5.1
- Third-party intellectual property name: GNU tar v1.22
- Third-party intellectual property name: libfuse v2.7.2
- Third-party intellectual property name: XStream (XML Serialization library) v1.3.1
- Third-party intellectual property name: json-xs v2.3
- Third-party intellectual property name: OpenLDAP v2.1.30
- Third-party intellectual property name: OpenSSL v0.9.8r (G)
- Third-party intellectual property name: Windows Template Library 'WTL' v8.0
- Third-party intellectual property name: Apache Tomcat v6.0.32
- Third-party intellectual property name: JCommon v1.0.16 (G)
- Third-party intellectual property name: JFreeChart v1.0.13 (G)
- Third-party intellectual property name: Apache Log4j v1.2.16 (G)
- Third-party intellectual property name: VMware VI (vSphere) Java API v2.1
- Third-party intellectual property name: joda-time v1.6
- Third-party intellectual property name: Apache Commons Email v1.2

- [Third-party intellectual property name: OpenSSL FIPS v1.2 \(G\)](#)
- [Third-party intellectual property name: Jansson v2.2](#)
- [Third-party intellectual property name: Jersey v1.6](#)
- [Third-party intellectual property name: ASM v3.1](#)
- [Third-party intellectual property name: Jetty v7.0](#)
- [Third-party intellectual property name: Hibernate v3.6.8 \(G\)](#)

About NetBackup third-party legal notices

The topics in this chapter contain information about the third-party intellectual property that is included in the NetBackup software product.

NetBackup software also resides on the NetBackup 5200 appliance series.

Third-party intellectual property name: OpenBSD 3.5 source file `crc.c` (revision 1.4) of the `cksum` (1) command

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Third-party intellectual property name: VMware VI (vSphere) Java API

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Third-party intellectual property name: Zlib v1.2.3

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DBI - The Perl Database Interface Tony Bowden

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DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. 5. General 1. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. 2. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect. 3. You agree to comply with all applicable export and import laws and regulations. 4. You agree to allow IBM to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of IBM for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research). 5. Neither You nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation. 6. Neither You nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control. 7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable. 6. Governing Law, Jurisdiction, and Arbitration Governing Law Both You and IBM consent to the application of the laws of the country in which You acquired the Program license to govern, interpret, and enforce all of Your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Jurisdiction All of our rights, duties, and obligations are subject to the courts of the country in which You acquired the Program license. Part 2 - Country-unique Terms AMERICAS ARGENTINA: Governing Law, Jurisdiction, and Arbitration (Section 6): The following exception is added to this section: Any litigation arising from this Agreement will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires. BRAZIL: Governing Law, Jurisdiction, and Arbitration (Section 6): The following exception is added to this section: Any litigation arising from this Agreement will be settled exclusively by the court of Rio de Janeiro, RJ. CANADA: General (Section 5): The following replaces item 7: 7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable.' Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase 'the laws of the country in which You acquired the Program license' in the Governing Law subsection is replaced by the following: the laws in the Province of Ontario' PERU: Limitation of Liability (Section 4): The

following is added at the end of this section: In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ('dolo') or gross negligence ('culpa inexcusable'). UNITED STATES OF AMERICA: General (Section 5): The following is added to this section: U.S. Government Users Restricted Rights - Use, duplication or disclosure restricted by the GSA ADP Schedule Contract with the IBM Corporation. Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase 'the laws of the country in which You acquired the Program license' in the Governing Law subsection is replaced by the following: the laws of the State of New York, United States of America ASIA PACIFIC AUSTRALIA: No Warranty (Section 3): The following is added: Although IBM specifies that there are no warranties, You may have certain rights under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation. Limitation of Liability (Section 4): The following is added: Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply. Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase 'the laws of the country in which You acquired the Program license' in the Governing Law subsection is replaced by the following: the laws of the State or Territory in which You acquired the Program license CAMBODIA, LAOS, and VIETNAM: Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase 'the laws of the country in which You acquired the Program license' in the Governing Law subsection is replaced by the following: the laws of the State of New York, United States of America The following is added to this section: Arbitration Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ('SIAC Rules') then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of

this Agreement prevails over any other language version. HONG KONG S.A.R. and MACAU S.A.R. of China: Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase 'the laws of the country in which You acquired the Program license' in the Governing Law subsection is replaced by the following: the laws of Hong Kong Special Administrative Region of China INDIA: Limitation of Liability (Section 4): The following replaces the terms of items 1 and 2 of the first paragraph: 1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by You for the individual Program that is the subject of the claim. General (Section 5): The following replaces the terms of item 5: If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim. Governing Law, Jurisdiction, and Arbitration (Section 6): The following is added to this section: Arbitration Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version. JAPAN: General (Section 5): The following is inserted after item 5: Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust. MALAYSIA: Limitation of Liability (Section 4): The word 'SPECIAL' in item 2 of the third paragraph is deleted: NEW ZEALAND: No Warranty (Section 3): The following is added: Although IBM specifies that there are no warranties, You may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if You require the goods for the purposes of a business as defined in that Act. Limitation of

Liability (Section 4): The following is added: Where Programs are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act. PEOPLE'S REPUBLIC OF CHINA: Charges (Section 2): The following is added: All banking charges incurred in the People's Republic of China will be borne by You and those incurred outside the People's Republic of China will be borne by IBM. Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase 'the laws of the country in which You acquired the Program license' in the Governing Law subsection is replaced by the following: the laws of the State of New York, United States of America (except when local law requires otherwise) PHILIPPINES: Limitation of Liability (Section 4): The following replaces the terms of item 2 of the third paragraph: 2. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or Governing Law, Jurisdiction, and Arbitration (Section 6): The following is added to this section: Arbitration Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version. SINGAPORE: Limitation of Liability (Section 4): The words 'SPECIAL' and 'ECONOMIC' are deleted from item 2 of the third paragraph. General (Section 5): The following replaces the terms of item 7: Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 4 above (Limitation of Liability), a person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms. EUROPE, MIDDLE EAST, AFRICA (EMEA) No Warranty (Section 3): In the European Union, the following is added at the beginning of this section: In the European Union, consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions of this Section 3. Limitation of Liability (Section 4): In Austria, Denmark, Finland, Greece, Italy, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland, the following

replaces the terms of this section in its entirety: Except as otherwise provided by mandatory law: 1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement or due to any other cause related to this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges You paid for the Program. The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable. 2. UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. 3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible. Limitation of Liability (Section 4): In France and Belgium, the following replaces the terms of this section in its entirety: Except as otherwise provided by mandatory law: 1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges You paid for the Program that has caused the damages. The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable. 2. UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. 3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible. Governing Law, Jurisdiction, and Arbitration (Section 6) Governing Law The phrase 'the laws of the country in which You acquired the Program license' is replaced by: 1) 'the laws of Austria' in

Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia; 2) 'the laws of France' in Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna; 3) 'the laws of Finland' in Estonia, Latvia, and Lithuania; 4) 'the laws of England' in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe; and 5) 'the laws of South Africa' in South Africa, Namibia, Lesotho and Swaziland. Jurisdiction The following exceptions are added to this section: 1) In Austria the choice of jurisdiction for all disputes arising out of this Agreement and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City); 2) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe all disputes arising out of this Agreement or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) in Belgium and Luxembourg, for all disputes arising out of this Agreement or related to its interpretation or its execution, only the law and the courts of the capital of the country in which Your registered office and/or commercial office is located are competent; 4) in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) in Russia, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Agreement shall be settled by Arbitration Court of Moscow; 6) in South Africa, Namibia, Lesotho and Swaziland, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the High Court in Johannesburg; 7) in Turkey all disputes arising out of or in connection with this Agreement shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of

Turkey; 8) in each of the following specified countries, any legal claim arising out of this Agreement will be brought before, and settled exclusively by, the competent court of a) Athens for Greece, b) Tel Aviv-Jaffa for Israel, c) Milan for Italy, d) Lisbon for Portugal, and e) Madrid for Spain; and 9) in the United Kingdom, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the English courts. Arbitration In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation. In Estonia, Latvia and Lithuania all disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman. AUSTRIA: No Warranty (Section 3): The terms of this section are completely replaced by the following: The following limited warranty applies if You have paid a charge to obtain the Program: The warranty period is twelve months from the date of delivery. The limitation period for consumers in action for breach of warranty is the statutory period as a minimum. The warranty for an IBM Program covers the functionality of the Program for its normal use and the Program's conformity to its specifications. IBM warrants that when the Program is used in the specified operating environment it will conform to its specifications. IBM does not warrant uninterrupted or error-free operation of the Program or that IBM will correct all Program defects. You are responsible for the results obtained from the use of the Program. The warranty applies only to the unmodified portion of the Program. If the Program does not function as warranted during the warranty period and the problem cannot be resolved with information available. You may return the Program to the party from whom You acquired it and receive a refund in the amount You paid. If You downloaded the Program, You may contact the party from whom You acquired it to obtain the refund. This is our sole obligation to You, except as otherwise required by applicable statutory law. General (Section 5): The following is added to item 4: For purposes of this clause, contact information will also include information about You as a legal entity, for example

revenue data and other transactional information. GERMANY: No Warranty (Section 3): The same changes apply as those in No Warranty (Section 3) under Austria above. Limitation of Liability (Section 4): The following paragraph is added to this Section: The limitations and exclusions specified in this Section will not apply to damages caused by IBM intentionally or by gross negligence. General (Section 5): The following replaces the terms of item 5: Any claims resulting from this Agreement are subject to a statute of limitation of three years, except as stated in Section 3 (No Warranty) of this Agreement. HUNGARY: Limitation of Liability (Section 4): The following is added at the end of this section: The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act. The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Agreement balance this limitation of liability. IRELAND: No Warranty (Section 3): The following is added to this section: Except as expressly provided in these terms and conditions, or section 12 of the Sale of Goods Act 1893 (as amended by the Sale of Goods and Supply of Services Act 1980 ('the 1980 Act')), all conditions and warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, section 39 of the 1980 Act). Limitation of Liability (Section 4): The following replaces the terms of this section in its entirety: For the purposes of this section, a 'Default' means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to You whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default. Circumstances may arise where, because of a Default, You are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and Your sole remedy. 1. IBM will accept unlimited liability for (a) death or personal injury caused by the negligence of IBM, and (b) subject always to the Items for Which IBM is Not Liable below, for physical damage to Your tangible property resulting from the negligence of IBM. 2. Except as provided in item 1 above, IBM's entire liability for actual damages for any one Default will not in any event exceed the greater of 1) EUR 125,000, or 2) 125 percent of the amount You paid for the Program directly relating to the Default. These limits also apply to any of IBM's suppliers and Program developers. They state the maximum for which IBM and such suppliers and Program developers are collectively responsible. Items for Which IBM is Not Liable Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or Program developers liable for any of the following, even if IBM or they were informed of the possibility of such losses: 1. loss of, or damage to,

data; 2. special, indirect, or consequential loss; or 3. loss of profits, business, revenue, goodwill, or anticipated savings. ITALY: General (Section 5): The following is added to this section: IBM and Customer (hereinafter, individually, 'Party') shall comply with all the obligations of the applicable provisions of law and/or regulation on personal data protection. Each of the Parties will indemnify and keep the other Party harmless from any damage, claim, cost or expense incurred by the latter, directly and or indirectly, as a consequence of an infringement of the other Party of the mentioned provisions of law and/or regulations. SLOVAKIA: Limitation of Liability (Section 4): The following is added to the end of the last paragraph: The limitations apply to the extent they are not prohibited under Sections 373-386 of the Slovak Commercial Code. General (Section 5): The terms of item 5 are replaced with the following: THE PARTIES AGREE THAT, AS DEFINED BY APPLICABLE LOCAL LAW, ANY LEGAL OR OTHER ACTION RELATED TO A BREACH OF THIS AGREEMENT MUST BE COMMENCED NO LATER THAN FOUR YEARS FROM THE DATE ON WHICH THE CAUSE OF ACTION AROSE. SWITZERLAND: General (Section 5): The following is added to item 4: For purposes of this clause, contact information will also include information about You as a legal entity, for example revenue data and other transactional information. UNITED KINGDOM: No Warranty (Section 3): The following replaces the first sentence in the first paragraph of this section: SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, IBM MAKES NO WARRANTY OR CONDITION EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE PROGRAM. Limitation of Liability (Section 4): The following replaces the terms of this section in its entirety: For the purposes of this section, a 'Default' means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to You, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default. Circumstances may arise where, because of a Default, You are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and Your sole remedy. 1. IBM will accept unlimited liability for: a. death or personal injury caused by the negligence of IBM; b. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section; and c. subject always to the Items for Which IBM is Not Liable below, for physical damage to Your tangible property resulting from the negligence of IBM. 2. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in item 1 above, exceed the greater of 1) Pounds Sterling 75,000, or 2) 125 percent of the amount You paid for the Program directly relating to the Default. These limits also apply to IBM's suppliers and Program developers. They state the maximum for which IBM and such suppliers and

Program developers are collectively responsible. Items for Which IBM is Not Liable

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<http://ssrc.soe.ucsc.edu/> This package is meant to be an up-to-date replacement for the ucsc-smartsuite and smartsuite packages, and is derived from that code.

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Desktop Laptop Option third-party legal notices

This chapter includes the following topics:

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- Third-party intellectual property name: Mars.cpp
- Third-party intellectual property name: CReportCtrl v2.0.1
- Third-party intellectual property name: ACE v5.0.1.14 ACE v5.1 ACE v5.1.14 ACE v5.1.17 ACE v5.2 ACE v5.2.1 ACE v5.2.a ACE v5.3 ACE v5.3.1a ACE v5.3.7 ACE v5.3.a-p7 ACE v5.3a ACE v5.3.a-p10 ACE v1.4.8
- Third-party intellectual property name: Apache Xerces C++ v1.2.0 Apache Xerces C++ v1.4.0 Apache Xerces C++ v1.6.0 Apache Xerces C++ v1.7.0.0 Apache Xerces C++ v2.1 Apache Xerces C++ v2.2 Apache Xerces C++ v2.4.0 Apache Xerces C++ v2.5.0 Apache Xerces C++ v2.6.0 Apache Xerces C++ v2.7 Apache Xerces C++ v1.3.0
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