

Licenses

The X.Org Foundation 15 February 2007

1. Introduction

The X.Org Foundation X Window System distribution is a compilation of code and documentation from many sources. This document is intended primarily as a guide to the licenses used in the distribution: you must check each file and/or package for precise redistribution terms. None-the-less, this summary may be useful to many users. No software incorporating the XFree86 1.1 license has been incorporated.

This document is based on the compilation from XFree86.

2. XFree86 License

XFree86 code without an explicit copyright is covered by the following copyright/license:

Copyright (C) 1994-2003 The XFree86 Project, Inc. All Rights Reserved.

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

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

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE XFREE86 PROJECT BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Except as contained in this notice, the name of the XFree86 Project shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization

from the XFree86 Project.

3. Other Licenses

Portions of code are covered by the following licenses/copyrights. See individual files for the copyright dates.

3.1. X/MIT Copyrights

3.1.1. X Consortium

Copyright (C) <date> X Consortium

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

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

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

Except as contained in this notice, the name of the X Consortium shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from the X Consortium.

X Window System is a trademark of X Consortium, Inc.

3.1.2. The Open Group

Copyright <date> The Open Group

Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation.

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

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

Except as contained in this notice, the name of The Open Group shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from The Open Group.

3.2. Berkeley-based copyrights:

o

3.2.1. General

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,

SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3.2.2. UCB/LBL

Copyright (c) 1993 The Regents of the University of California. All rights reserved.

This software was developed by the Computer Systems Engineering group at Lawrence Berkeley Laboratory under DARPA contract BG 91-66 and contributed to Berkeley.

All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by the University of California, Lawrence Berkeley Laboratory.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by the University of California, Berkeley and its contributors.
4. Neither the name of the University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3.2.3. The NetBSD Foundation, Inc.

Copyright (c) 2003 The NetBSD Foundation, Inc. All rights reserved.

This code is derived from software contributed to The NetBSD Foundation by Ben Collver
<collver1@attbi.com>

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by the NetBSD Foundation, Inc. and its contributors.
4. Neither the name of The NetBSD Foundation nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

3.2.4. Theodore Ts'o.

Copyright Theodore Ts'o, 1994, 1995, 1996, 1997, 1998, 1999. All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, and the entire permission notice in its entirety, including the disclaimer of warranties.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

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

3.2.5. Theo de Raadt and Damien Miller

Copyright (c) 1995,1999 Theo de Raadt. All rights reserved. Copyright (c) 2001-2002 Damien Miller. All rights reserved.

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

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

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

3.2.6. Todd C. Miller

Copyright (c) 1998 Todd C. Miller <Todd.Miller@courtesan.com>

Permission to use, copy, modify, and distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS" AND TODD C. MILLER DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL TODD C. MILLER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

3.2.7. Thomas Winischhofer

Copyright (C) 2001-2004 Thomas Winischhofer

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

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

3.3. NVIDIA Corp

Copyright (c) 1996 NVIDIA, Corp. All rights reserved.

NOTICE TO USER: The source code is copyrighted under U.S. and international laws. NVIDIA, Corp. of Sunnyvale, California owns the copyright and as design patents pending on the design and interface of the NV chips. Users and possessors of this source code are hereby granted a nonexclusive, royalty-free copyright and design patent license to use this code in individual and commercial software.

Any use of this source code must include, in the user documentation and internal comments to the code, notices to the end user as follows:

Copyright (c) 1996 NVIDIA, Corp. NVIDIA design patents pending in the U.S. and foreign countries.

NVIDIA, CORP. MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THIS SOURCE CODE FOR ANY PURPOSE. IT IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. NVIDIA, CORP. DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOURCE CODE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NVIDIA, CORP. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOURCE CODE.

3.4. GLX Public License

GLX PUBLIC LICENSE (Version 1.0 (2/11/99)) ("License")

Subject to any third party claims, Silicon Graphics, Inc. ("SGI") hereby grants permission to Recipient (defined below), under Recipient's copyrights in the Original Software (defined below), to use, copy, modify, merge, publish, distribute, sublicense and/or sell copies of Subject Software (defined below), and to permit persons to whom the Subject Software is furnished in accordance with this License to do the same, subject to all of the following terms and conditions, which Recipient accepts by engaging in any such use, copying, modifying, merging, publishing, distributing, sublicensing or selling:

1. Definitions.

“(a) "Original Software" means source code of computer software code which is described in Exhibit A as Original Software.”

“(b) "Modifications" means any addition to or deletion from the substance or structure of either the Original Software or any previous Modifications. When Subject Software is released as a series of files, a Modification means (i) any addition to or deletion from the contents of a file containing Original Software or previous Modifications and (ii) any new file that contains any part of the Original Code or previous Modifications.”

“(c) "Subject Software" means the Original Software or Modifications or the combination of the Original Software and Modifications, or portions of any of the foregoing.”

“(d) "Recipient" means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "Recipient" includes any entity which controls, is controlled by, or is under common control with Recipient. For purposes of this definition, "control" of an entity means (a) the power, direct or indirect, to direct or manage such entity, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.”

2. Redistribution of Source Code Subject to These Terms. Redistributions of Subject Software in source code form must retain the notice set forth in Exhibit A, below, in every file. A copy of this License must be included in any documentation for such Subject Software where the recipients' rights relating to Subject Software are described. Recipient may distribute the source code version of Subject Software under a license of Recipient's choice, which may contain terms different from this License, provided that (i) Recipient is in compliance with the terms of this License, and (ii) the license terms include this Section 2 and Sections 3, 4, 7, 8, 10, 12 and 13 of this License, which terms may not be modified or superseded by any other terms of such license. If Recipient distributes the source code version under a different license Recipient must make it absolutely clear that any terms which differ from this License are offered by Recipient alone, not by SGI. Recipient hereby agrees to indemnify SGI for any liability incurred by SGI as a result of any such terms Recipient offers.

3. Redistribution in Executable Form. The notice set forth in Exhibit A must be conspicuously included in any notice in an executable version of Subject Software, related documentation or collateral in which Recipient describes the user's rights relating to the Subject Software. Recipient may distribute the executable version of Subject Software under a license of Recipient's choice, which may contain terms different from this License, provided that (i) Recipient is in compliance with the terms of this License, and (ii) the license terms include this Section 3 and Sections 4, 7, 8, 10, 12 and 13 of this License, which terms may not be modified or superseded by any other terms of such license. If Recipient distributes the executable version under a different license Recipient must make it absolutely clear that any terms which differ from this License are offered by Recipient alone, not by SGI. Recipient hereby agrees to indemnify SGI for any liability incurred by SGI as a result of any such terms Recipient offers.

4. Termination. This License and the rights granted hereunder will terminate automatically if Recipient fails to comply with terms herein and fails to cure such breach within 30 days of the breach. Any sublicense to the Subject Software which is properly granted shall survive any termination of this License absent termination by the terms of such sublicense. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

5. No Trademark Rights. This License does not grant any rights to use any trade name, trademark or

service mark whatsoever. No trade name, trademark or service mark of SGI may be used to endorse or promote products derived from the Subject Software without prior written permission of SGI.

6. No Other Rights. This License does not grant any rights with respect to the OpenGL API or to any software or hardware implementation thereof or to any other software whatsoever, nor shall any other rights or licenses not expressly granted hereunder arise by implication, estoppel or otherwise with respect to the Subject Software. Title to and ownership of the Original Software at all times remains with SGI. All rights in the Original Software not expressly granted under this License are reserved.

7. Compliance with Laws; Non-Infringement. Recipient shall comply with all applicable laws and regulations in connection with use and distribution of the Subject Software, including but not limited to, all export and import control laws and regulations of the U.S. government and other countries. Recipient may not distribute Subject Software that (i) in any way infringes (directly or contributorily) the rights (including patent, copyright, trade secret, trademark or other intellectual property rights of any kind) of any other person or entity or (ii) breaches any representation or warranty, express, implied or statutory, which under any applicable law it might be deemed to have been distributed.

8. Claims of Infringement. If Recipient at any time has knowledge of any one or more third party claims that reproduction, modification, use, distribution, import or sale of Subject Software (including particular functionality or code incorporated in Subject Software) infringes the third party's intellectual property rights, Recipient must place in a well-identified web page bearing the title "LEGAL" a description of each such claim and a description of the party making each such claim in sufficient detail that a user of the Subject Software will know whom to contact regarding the claim. Also, upon gaining such knowledge of any such claim, Recipient must conspicuously include the URL for such web page in the Exhibit A notice required under Sections 2 and 3, above, and in the text of any related documentation, license agreement or collateral in which Recipient describes end user's rights relating to the Subject Software. If Recipient obtains such knowledge after it makes Subject Software available to any other person or entity, Recipient shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Subject Software that new knowledge has been obtained.

9. DISCLAIMER OF WARRANTY. SUBJECT SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SUBJECT SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON- INFRINGING. SGI ASSUMES NO RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. SHOULD ANY SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, SGI ASSUMES NO COST OR LIABILITY FOR ANY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY SUBJECT SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

10. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR OTHERWISE, SHALL SGI OR ANY SGI LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF

ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SGI'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO RECIPIENT.

11. Indemnity. Recipient shall be solely responsible for damages arising, directly or indirectly, out of its utilization of rights under this License. Recipient will defend, indemnify and hold harmless Silicon Graphics, Inc. from and against any loss, liability, damages, costs or expenses (including the payment of reasonable attorneys fees) arising out of Recipient's use, modification, reproduction and distribution of the Subject Software or out of any representation or warranty made by Recipient.

12. U.S. Government End Users. The Subject Software is a "commercial item" consisting of "commercial computer software" as such terms are defined in title 48 of the Code of Federal Regulations and all U.S. Government End Users acquire only the rights set forth in this License and are subject to the terms of this License.

13. Miscellaneous. This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed so as to achieve as nearly as possible the same economic effect as the original provision and the remainder of this License will remain in effect. This License shall be governed by and construed in accordance with the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents. Any litigation relating to this License shall be subject to the exclusive jurisdiction of the Federal Courts of the Northern District of California (or, absent subject matter jurisdiction in such courts, the courts of the State of California), with venue lying exclusively in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

Exhibit A

The contents of this file are subject to Sections 2, 3, 4, 7, 8, 10, 12 and 13 of the GLX Public License Version 1.0 (the "License"). You may not use this file except in compliance with those sections of the License. You may obtain a copy of the License at Silicon Graphics, Inc., attn: Legal Services, 2011 N. Shoreline Blvd., Mountain View, CA 94043 or at <http://www.sgi.com/software/opensource/glx/license.html>.

Software distributed under the License is distributed on an "AS IS" basis. ALL WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT. See the License for the specific language governing rights and limitations under the License.

The Original Software is GLX version 1.2 source code, released February, 1999. The developer of the Original Software is Silicon Graphics, Inc. Those portions of the Subject Software created by Silicon Graphics, Inc. are Copyright (c) 1991-9 Silicon Graphics, Inc. All Rights Reserved.

3.5. CID Font Code Public License

CID FONT CODE PUBLIC LICENSE (Version 1.0 (3/31/99))("License")

Subject to any applicable third party claims, Silicon Graphics, Inc. ("SGI") hereby grants permission to Recipient (defined below), under SGI's copyrights in the Original Software (defined below), to use, copy, modify, merge, publish, distribute, sublicense and/or sell copies of Subject Software (defined below) in both source code and executable form, and to permit persons to whom the Subject Software is furnished in accordance with this License to do the same, subject to all of the following terms and conditions, which Recipient accepts by engaging in any such use, copying, modifying, merging, publication, distributing, sublicensing or selling:

1. Definitions. "a. "Original Software" means source code of computer software code that is described in Exhibit A as Original Software."

"b. "Modifications" means any addition to or deletion from the substance or structure of either the Original Software or any previous Modifications. When Subject Software is released as a series of files, a Modification means (i) any addition to or deletion from the contents of a file containing Original Software or previous Modifications and (ii) any new file that contains any part of the Original Code or previous Modifications. "

"c. "Subject Software" means the Original Software or Modifications or the combination of the Original Software and Modifications, or portions of any of the foregoing. "

"d. "Recipient" means an individual or a legal entity exercising rights under the terms of this License. For legal entities, "Recipient" includes any entity that controls, is controlled by, or is under common control with Recipient. For purposes of this definition, "control" of an entity means (i) the power, direct or indirect, to direct or manage such entity, or (ii) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity."

"e. "Required Notice" means the notice set forth in Exhibit A to this License. "

"f. "Accompanying Technology" means any software or other technology that is not a Modification and that is distributed or made publicly available by Recipient with the Subject Software. Separate software

files that do not contain any Original Software or any previous Modification shall not be deemed a Modification, even if such software files are aggregated as part of a product, or in any medium of storage, with any file that does contain Original Software or any previous Modification.”

2. License Terms. All distribution of the Subject Software must be made subject to the terms of this License. A copy of this License and the Required Notice must be included in any documentation for Subject Software where Recipient’s rights relating to Subject Software and/or any Accompanying Technology are described. Distributions of Subject Software in source code form must also include the Required Notice in every file distributed. In addition, a ReadMe file entitled "Important Legal Notice" must be distributed with each distribution of one or more files that incorporate Subject Software. That file must be included with distributions made in both source code and executable form. A copy of the License and the Required Notice must be included in that file. Recipient may distribute Accompanying Technology under a license of Recipient’s choice, which may contain terms different from this License, provided that (i) Recipient is in compliance with the terms of this License, (ii) such other license terms do not modify or supersede the terms of this License as applicable to the Subject Software, (iii) Recipient hereby indemnifies SGI for any liability incurred by SGI as a result of the distribution of Accompanying Technology or the use of other license terms.

3. Termination. This License and the rights granted hereunder will terminate automatically if Recipient fails to comply with terms herein and fails to cure such breach within 30 days of the breach. Any sublicense to the Subject Software that is properly granted shall survive any termination of this License absent termination by the terms of such sublicense. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

4. Trademark Rights. This License does not grant any rights to use any trade name, trademark or service mark whatsoever. No trade name, trademark or service mark of SGI may be used to endorse or promote products derived from or incorporating any Subject Software without prior written permission of SGI.

5. No Other Rights. No rights or licenses not expressly granted hereunder shall arise by implication, estoppel or otherwise. Title to and ownership of the Original Software at all times remains with SGI. All rights in the Original Software not expressly granted under this License are reserved.

6. Compliance with Laws; Non-Infringement. Recipient shall comply with all applicable laws and regulations in connection with use and distribution of the Subject Software, including but not limited to, all export and import control laws and regulations of the U.S. government and other countries. Recipient may not distribute Subject Software that (i) in any way infringes (directly or contributorily) the rights (including patent, copyright, trade secret, trademark or other intellectual property rights of any kind) of any other person or entity, or (ii) breaches any representation or warranty, express, implied or statutory, which under any applicable law it might be deemed to have been distributed.

7. Claims of Infringement. If Recipient at any time has knowledge of any one or more third party claims that reproduction, modification, use, distribution, import or sale of Subject Software (including particular functionality or code incorporated in Subject Software) infringes the third party’s intellectual property rights, Recipient must place in a well-identified web page bearing the title "LEGAL" a description of each such claim and a description of the party making each such claim in sufficient detail that a user of

the Subject Software will know whom to contact regarding the claim. Also, upon gaining such knowledge of any such claim, Recipient must conspicuously include the URL for such web page in the Required Notice, and in the text of any related documentation, license agreement or collateral in which Recipient describes end user's rights relating to the Subject Software. If Recipient obtains such knowledge after it makes Subject Software available to any other person or entity, Recipient shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to provide such knowledge to those who received the Subject Software.

8. **DISCLAIMER OF WARRANTY.** SUBJECT SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SUBJECT SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SGI ASSUMES NO RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. SHOULD ANY SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, SGI ASSUMES NO COST OR LIABILITY FOR ANY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY SUBJECT SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

9. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR OTHERWISE, SHALL SGI OR ANY SGI LICENSOR BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SUBJECT SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SUBJECT SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO RECIPIENT TO THE EXTENT SO DISALLOWED.

10. **Indemnity.** Recipient shall be solely responsible for damages arising, directly or indirectly, out of its utilization of rights under this License. Recipient will defend, indemnify and hold SGI and its successors and assigns harmless from and against any loss, liability, damages, costs or expenses (including the payment of reasonable attorneys fees) arising out of (Recipient's use, modification, reproduction and distribution of the Subject Software or out of any representation or warranty made by Recipient.

11. **U.S. Government End Users.** The Subject Software is a "commercial item" consisting of "commercial computer software" as such terms are defined in title 48 of the Code of Federal Regulations and all U.S. Government End Users acquire only the rights set forth in this License and are subject to the terms of this License.

12. **Miscellaneous.** This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable by any judicial or administrative authority having proper jurisdiction with respect thereto, such provision shall be reformed so as to achieve as nearly as possible the same economic effect as the original provision and the remainder of this License will remain in effect. This License shall be governed by and construed in accordance with the laws of the United States and the State of California as applied to agreements entered into and to be performed

entirely within California between California residents. Any litigation relating to this License shall be subject to the exclusive jurisdiction of the Federal Courts of the Northern District of California (or, absent subject matter jurisdiction in such courts, the courts of the State of California), with venue lying exclusively in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation that provides that the language of a contract shall be construed against the drafter shall not apply to this License.

Exhibit A

Copyright (c) 1994-1999 Silicon Graphics, Inc.

The contents of this file are subject to the CID Font Code Public License Version 1.0 (the "License"). You may not use this file except in compliance with the License. You may obtain a copy of the License at Silicon Graphics, Inc., attn: Legal Services, 2011 N. Shoreline Blvd., Mountain View, CA 94043 or at <http://www.sgi.com/software/opensource/cid/license.html>

Software distributed under the License is distributed on an "AS IS" basis. ALL WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT. See the License for the specific language governing rights and limitations under the License.

The Original Software (as defined in the License) is CID font code that was developed by Silicon Graphics, Inc. Those portions of the Subject Software (as defined in the License) that were created by Silicon Graphics, Inc. are Copyright (c) 1994-1999 Silicon Graphics, Inc. All Rights Reserved.

[NOTE: When using this text in connection with Subject Software delivered solely in object code form, Recipient may replace the words "this file" with "this software" in both the first and second sentences.]

3.6. Bitstream Vera Fonts Copyright

The fonts have a generous copyright, allowing derivative works (as long as "Bitstream" or "Vera" are not in the names), and full redistribution (so long as they are not *sold* by themselves). They can be bundled, redistributed and sold with any software.

The fonts are distributed under the following copyright:

Copyright (c) 2003 by Bitstream, Inc. All Rights Reserved. Bitstream Vera is a trademark of Bitstream, Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of the fonts accompanying this license ("Fonts") and associated documentation files (the "Font Software"), to reproduce and distribute the Font Software, including without limitation the rights to use, copy, merge, publish, distribute, and/or sell copies of the Font Software, and to permit persons to whom the Font Software is furnished to do so, subject to the following conditions:

The above copyright and trademark notices and this permission notice shall be included in all copies of one or more of the Font Software typefaces.

The Font Software may be modified, altered, or added to, and in particular the designs of glyphs or characters in the Fonts may be modified and additional glyphs or characters may be added to the Fonts, only if the fonts are renamed to names not containing either the words "Bitstream" or the word "Vera".

This License becomes null and void to the extent applicable to Fonts or Font Software that has been modified and is distributed under the "Bitstream Vera" names.

The Font Software may be sold as part of a larger software package but no copy of one or more of the Font Software typefaces may be sold by itself.

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL BITSTREAM OR THE GNOME FOUNDATION BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

Except as contained in this notice, the names of Gnome, the Gnome Foundation, and Bitstream Inc., shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Font Software without prior written authorization from the Gnome Foundation or Bitstream Inc., respectively. For further information, contact: fonts at gnome dot org.

3.7. Bigelow & Holmes Inc and URW++ GmbH Luxi font license

Luxi fonts copyright (c) 2001 by Bigelow & Holmes Inc. Luxi font instruction code copyright (c) 2001 by URW++ GmbH. All Rights Reserved. Luxi is a registered trademark of Bigelow & Holmes Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of these Fonts and associated documentation files (the "Font Software"), to deal in the Font Software, including without limitation the

rights to use, copy, merge, publish, distribute, sublicense, and/or sell copies of the Font Software, and to permit persons to whom the Font Software is furnished to do so, subject to the following conditions:

The above copyright and trademark notices and this permission notice shall be included in all copies of one or more of the Font Software.

The Font Software may not be modified, altered, or added to, and in particular the designs of glyphs or characters in the Fonts may not be modified nor may additional glyphs or characters be added to the Fonts. This License becomes null and void when the Fonts or Font Software have been modified.

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL BIGELOW & HOLMES INC. OR URW++ GMBH. BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

Except as contained in this notice, the names of Bigelow & Holmes Inc. and URW++ GmbH. shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Font Software without prior written authorization from Bigelow & Holmes Inc. and URW++ GmbH.

For further information, contact:

info@urwpp.de or design@bigelowandholmes.com