

# **CCP4 PROGRAM SUITE**

#### LICENCE AGREEMENT

#### (Academic Use)

#### THIS LICENCE AGREEMENT is made BETWEEN:

- 1. **THE SCIENCE AND TECHONOLOGY FACILITIES** an executive Non-Departmental Public Body established as a Research Council by Royal Charter under the Science and Technology Act 1965 one of whose principal sites is at Rutherford Appleton Laboratory, Harwell Oxford, Didcot, Oxon OX11 0FA, United Kingdom; ("**STFC**") and
- 2. **[INSERT NAME OF ACADEMIC/RESEARCH INSTITUTION]** whose administrative offices are at [*insert address*] ("the Licensee").

#### BACKGROUND

STFC has assembled the CCP4 suite of software applications and libraries with support from the Biotechnology and Biological Sciences Research Council, as part of the Collaborative Computational Project Number 4.

The CCP4 Software Suite comprises:

- applications and libraries distributed in source code, that the Licensee may use free of charge for Academic Purposes, subject to the terms of clauses 2.1-2.4 of this Agreement;
- applications and libraries distributed in source code, that the Licensee may use, free of charge, subject to the terms of the LGPL or the GPL; and
- c) third party software that is included in the CCP4 suite of programs and that is licensed by a third party on that third party's terms and conditions.

## (1) 1. DEFINITIONS AND INTERPRETATION

(2) 1.1 In this Agreement the following expressions have the meaning set opposite:

| Academic Purposes: | fundamental or basic research or academic<br>teaching, including any fundamental research that<br>is funded by any public or charitable body, but <u>not</u><br>any purpose that generates revenue (as opposed to<br>grant income) for the Licensee or any third party.<br>Any research that is wholly or partially sponsored<br>by any profit making organisation or that is carried<br>out for the benefit of any profit-making organisation<br>is not an Academic Purpose; |
|--------------------|---|
|                    |   |

**an Application:** a software program designed to provide a specific function for the user;

the CCP4 Software: the Libraries and Applications distributed by STFC from time to time as part of the CCP4 Software Suite, except the GNU Software and the Third Party Software: the CCP4 Website: the website with the URL www.ccp4.ac.uk and any website that from time to time replaces that website the Current Release: Version 5.0 of the Software, and all later versions that STFC decides may be used under this Agreement; a Derived Work: any modification of, or enhancement or improvement to, any of the Software and any software or other work developed or derived from, or based on, any of the Software, or that incorporates any of the Software; the LGPL: the GNU Lesser General Public Licence, a copy of which appears in Appendix A to this Agreement; the GPL: the GNU General Public Licence, a copy of which appears in Appendix B to this Agreement; the GNU Software: the open source Libraries and Applications that are listed on the CCP4 Website from time to time as being subject to, respectively, the terms of the LGPL or the GPL: a Harmful Element: any virus, worm, time bomb, time lock, drop dead device, trap and access code or anything else that might disrupt, disable, harm or impede the operation of any information system, or that might corrupt, damage, destroy or render inaccessible any software, data or file on, or that may allow any unauthorised person to gain access to, any information system or any software, data or file on it: **Intellectual Property:** patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, know-how, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above; a Library: a collection of reusable programming routines, software functions or data that may be linked to, or used with, an Application; the Licence Period: the period beginning when the Licensee posts or faxes the completed and signed copy of this Agreement to STFC in accordance with clause 5.1,

and ending on the termination of this Agreement under clause 5.2;

- the Software: the suite of programs known as CCP4, comprising the GNU Software, the CCP4 Software and the Third Party Software; and
- the Third Party Software Procheck, FFTw, libjpeg, CBF, Astexviewer, Rasmol and Phaser <u>http://www.ccp4.ac.uk/licensing/3rd\_party\_software.</u> <u>html</u> and any website that from time to time replaces that website

## 2. LICENCE

## The CCP4 Software

- 2.1 STFC grants the Licensee a non-exclusive, non-transferable, royalty free licence to use, copy, modify, and enhance and distribute the CCP4 Libraries during the Licence Period on the terms and conditions of this Agreement provided that:
  - 2.1.1the Licensee may distribute, or supply any CCP4 Library or any Derived Work based on that Library, and may allow any third party to use any CCP4 Library or any Derived Work based on that Library, solely on condition that the recipient of that CCP4 Library or that Derived Work will comply with clause 2.1.2 below as though it were named instead of the Licensee in that clause; and
  - 2.1.2the Licensee will notify STFC of any Derived Work made by or for the Licensee, or by any of its employees or students, based on any CCP4 Library, and will provide STFC with a copy of that Derived Work (in source code) within one year after it was made. The Licensee grants STFC an irrevocable, indefinite licence to make that Derived Work available to any third party on such terms and conditions as STFC may from time to time decide. This clause does not apply to any executable program based on or combined with a Library, or to any Derived Work that the Licensee distributes under the LGPL or the GPL.
- 2.2 STFC grants the Licensee a non-exclusive, non-transferable, royalty free licence to use and copy the CCP4 Applications during the Licence Period on the terms and conditions of this Agreement provided that:
  - 2.2.1the Licensee may not distribute any CCP4 Application or any Derived Work based on any CCP4 Application to any third party, or share their use with any third party (whether free of charge or otherwise); and
  - 2.2.2the Licensee may not copy any CCP4 Application except for the purposes of making a reasonable number of back-up copies, nor may the Licensee modify any CCP4 Application or create any Derived Work based on any CCP4 Application except for the purpose of error correction. The Licensee will provide STFC with a copy of any correction made by the Licensee (in source code) within one year after it was made. The licensee grants STFC an irrevocable, indefinite licence to make that correction available to any

third party on such terms and conditions as STFC may from time to time decide.

- 2.3 The CCP4 Software and any Derived Work based on any part of the CCP4 Software may be used by the Licensee and its employees and registered students for Academic Purposes only.
- 2.4 The licences granted in this clause 2 relate only to the Current Release. The Licensee must acquire a new licence for any future version of the Software that STFC decides requires a new or further licence.

## The GNU Software

2.5 The GNU Software is supplied to the Licensee on the terms and conditions of the LGPL or the GPL as indicated on the CCP4 Website from time to time. By entering into this Agreement the Licensee agrees to comply with the terms of the LGPL or the GPL as so indicated.

# The Third Party Software

2.6 The Third Party Software is supplied to the Licensee on the terms and conditions imposed by the third party owner or licensor. By entering into this Agreement the Licensee agrees to comply with those terms and conditions.

## The Software

2.7 The Licensee will not tamper with or remove any copyright or other proprietary notice or any disclaimer that appears on or in any part of the Software, and will reproduce the same in all copies of any of the Software and in all Derived Works.

# 3. WARRANTIES AND LIABILITY

- 3.1 The Software is provided for Academic Purposes free of charge. Therefore STFC and its licensors give no warranty and make no representation in relation to the Software or any assistance or advice that STFC may give in connection with the Software. The Licensee, its employees and students and anyone to whom the Licensee makes the Software or any Derived Work available, use them at their own risk. The Licensee will indemnify STFC against any claim made by any third party to whom the Licensee has made the Software or any Derived Work available.
- 2. 3.2 Before using any of the software, the Licensee will check that the Software does not contain any Harmful Element. Neither STFC nor its licensors warrants that the Software will run without interruption or be error free, or free from any Harmful Element. STFC is not obliged to provide any support or error correction service, assistance or advice in relation to the Software. If it does provide that sort of service, assistance or advice, subject to clause 3.7, STFC will not be liable for any loss or damage suffered by the Licensee as a result.
- 3.3 Neither STFC nor any of its licensors will be liable to the Licensee to the extent that any loss or damage is caused by the Licensee's failure to implement, or the Licensee's delay in implementing, any upgrade, update, new release, revision, version or modification of, or advice in relation to, the Software that would have remedied or mitigated the effects of any error, defect, bug or deficiency.

- 3. 3.4 The Licensee acknowledges that proper use of the Software and any Derived Work is dependent on the Licensee, its employees and students exercising proper skill and care in inputting data and interpreting the output provided by the Software or that Derived Work. STFC and its licensors will not be liable for the consequences of decisions taken by the Licensee or any other person on the basis of that output. STFC does not accept any responsibility for any use which may be made by the Licensee of that output, nor for any reliance which may be placed on that output, nor for advice or information given in connection with that output.
- 4. 3.5 Subject to clause 3.7, STFC's liability for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, will not extend to any incidental or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Licensee has advised STFC of the possibility of those losses arising or if they were or are within STFC's contemplation. STFC's licensors will not be liable to the Licensee for any loss or damage, however caused (including by negligence) and whether direct or indirect.
- 5. 3.6 Subject to clause 3.7, the aggregate liability of STFC for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not exceed £50,000.
- 6. 3.7 Nothing in this Agreement (including without limitation the LGPL or the GPL, as applicable) limits or excludes STFC's liability for death or personal injury caused by its negligence or for any fraud, or for any sort of liability that, by law, cannot be limited or excluded.
- 3.8 In addition to the terms and conditions of the LGPL or the GPL (as applicable), and the terms that apply to any Third Party Software, the terms of this clause 3 apply as between STFC and the Licensee, and the validity of any part of this clause 3 will not be affected by any part of the LGPL or the GPL or the terms that apply to any Third Party Software being held to be invalid by any court.
- 3.9 The express undertakings and given by STFC in this Agreement and the terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations on the part of STFC, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

# 4. INTELLECTUAL PROPERTY RIGHTS AND ACKNOWLEDGEMENTS

- 4.1 Nothing in this Agreement assigns or transfers any Intellectual Property Rights in any of the Software. Those rights are reserved to STFC or its licensors.
- 4.2 The Licensee will ensure that, if any of its employees or students publish any article or other material resulting from, or relating to, a project or work undertaken with the assistance of any part of the Software, that publication will contain a proper acknowledgement or citation as indicated from time to time on the CCP4 Website.

## 5. TERMINATION

- 5.1 This Agreement will take effect and the Licence Period will start when a completed copy of this Agreement, signed on behalf of the Licensee, has been posted to the Secretary to CCP4, R92, Research Complex at Harwell, at STFC Rutherford Appleton Laboratory, Chilton OX11 0FA, U.K., or faxed to: +44 1235 567720 (or to any other address or fax number given for this purpose on the CCP4 website at the time the Licensee downloads this form of Licence Agreement from that website).
- 7. 5.2 This Agreement will terminate immediately and automatically if:

5.2.1the Licensee is in breach of this Agreement; or

- 1. 5.2.2 the Licensee becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any arrangement with its creditors.
- 5.3 The Licensee's right to use the Software will cease immediately on the termination of this Agreement, and the Licensee will destroy all copies of the Software that it or any of its employees or students holds.
- 5.4 Clauses 1, 2.1.2, 2.3, 2.4, 2.5, 2.6, 2.7, 3, 4, 5.3, 5.4, 5.5 and 6 will survive the expiry of the Licence Period and the termination of this Agreement, and will continue indefinitely.
- 5.5 STFC may withdraw any of the Software from the CCP4 Suite at any time. If any third party owner of the Intellectual Property in any of the Software withdraws STFC's right to distribute that software, the Licensee's rights under this Agreement in relation to that software will immediately terminate, and the Licensee will cease using that part of the Software

## 6. GENERAL

- 6.1 **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
- 6.2 **Assignment etc:** The Licensee may not assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of STFC.
- 6.3 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 6.4 **Waiver of rights:** If STFC fails to enforce, or delays in enforcing, an obligation of the Licensee, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by STFC of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 6.5 **Entire agreement:** This Agreement constitutes the entire agreement between the parties relating to its subject matter. The Licensee acknowledges

that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. The Licensee waives any claim for breach of, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which STFC may have to the Licensee (or any right which the Licensee may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment before the signing of this Agreement.

- 6.6 **Amendments:** No variation of, or amendment to, this Agreement will be effective unless it is made in writing and signed by each party's representative.
- 6.7 **Third parties:** No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
- 6.8 **Governing law:** This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement, except that STFC may bring proceedings against the Licensee or for an injunction in any jurisdiction. [If the Licensee's usual place of business or registered office is not in England, the Licensee's address for service in England is \_\_\_].

**SIGNED** for and on behalf of the Licensee:

Name:

Position:

Signature:

Date:

2.

# APPENDIX A

## 3. **GNU Lesser General Public Licence**

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc. 51 Franklin St, Fifth Floor, Boston, MA 02110-1301 USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

# TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

1. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

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

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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

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

3. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or

work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

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

4. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

5,. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2

above provided that you accompany it with the complete corresponding machinereadable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

6. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

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

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

7. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library.

(It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

8. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

9. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance. 10. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

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

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

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

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

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

14 The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

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

## **NO WARRANTY**

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

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

4.

## APPENDIX B

#### **GNU General Public Licence**

Version 2, June 1991

5.

Copyright (C) 1989, 1991 Free Software Foundation, Inc. 51 Franklin St, Fifth Floor, Boston, MA 02110-1301 USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

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

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

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

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

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

a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third arties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

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

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

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

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

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

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

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

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

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

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

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

10. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit

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

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

## **NO WARRANTY**

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

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

6.