## BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC.

#### SIG PRODUCTS<sup>TM</sup>

#### SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") APPLIES TO ANY SOFTWARE PRODUCT(S) THAT MAY BE PROVIDED BY BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC. ("LICENSOR") TO YOU ("LICENSEE"), INCLUDING BUT NOT LIMITED TO SIG TASSTM, SIG SCOUTTM, SIG SCORPIONTM, AND/OR SIG HYDRATM (EACH SEPARATELY REFERRED TO BELOW AS "SIG SOFTWARE"). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE (1) OPENING THE PACKAGE OR DOWNLOADING THE FILE CONTAINING THE SIG SOFTWARE, OR (2) CLICKING THE "I ACCEPT" BUTTON. THE SIG SOFTWARE AND THE ACCOMPANYING USER DOCUMENTATION (EACH REFERRED TO AS THE "PROGRAM") ARE COPYRIGHTED AND LICENSED - NOT SOLD. BY OPENING THE SOFTWARE PACKAGE, OR CLICKING "I ACCEPT", YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT PROMPTLY RETURN THE UNOPENED PACKAGE TO THE PARTY FROM WHOM IT WAS ACQUIRED, CANCEL THE DOWNLOAD OR CANCEL THE INSTALLATION. IF YOU ARE A UNITED STATES ("U.S") GOVERNMENT CUSTOMER, ACCEPTANCE OF THESE TERMS ARE EFFECTUATED BY ACCEPTANCE OF A PROPOSAL, QUOTE, OR OTHER ORDERING DOCUMENT OR CONTRACT INCORPORATING THIS AGREEMENT BY REFERENCE OR OTHERWISE OR BY CONTRACTING OFFICER EXECUTION OF THIS AGREEMENT. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE LICENSING OF THE PROGRAM BETWEEN LICENSEE AND LICENSOR, AND IT SUPERSEDES AND REPLACES IN ITS ENTIRETY ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES. THE PARTIES HERETO RECOGNIZE THAT THE FEDERAL GOVERNMENT IS SUBJECT TO STATUTORY RESTRICTIONS REGARDING THIRD PARTY SOFTWARE TERMS AND CONDITIONS (INCLUDING BUT NOT LIMITED TO OPEN SOURCE SOFTWARE), WHICH IT IS PERMITTED TO ACCEPT. ACCORDINGLY, AND NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS AGREEMENT AND/OR IN ANY SOFTWARE LICENSE APPLICABLE TO ANY SOFTWARE DELIVERED HEREUNDER, THE PARTIES HERETO RECOGNIZE THAT THE GOVERNMENT CANNOT, AND DOES NOT, AGREE TO ANY THIRD PARTY SOFTWARE TERMS AND CONDITIONS IDENTIFIED IN APPENDIX A OR INCORPORATED IN THIS AGREEMENT BY REFERENCE, THE ACCEPTANCE OF WHICH WOULD VIOLATE FEDERAL LAW OR ANY STATUTORY CONSTRAINT. IN THE EVENT THE GOVERNMENT OBJECTS TO SUCH TERM(S), THE GOVERNMENT AGREES THAT IT SHALL RETURN THE AFFECTED SOFTWARE UNUSED IN ACCORDANCE WITH ARTICLE 13 (GOVERNMENT ACQUISITIONS) OF THIS AGREEMENT.

1. License Grant Licensor hereby grants to Licensee a limited, non-exclusive license to use the Program, in machine-readable, object code form on a single computer (Node Locked Licensed version) only as authorized by this Agreement. Licensee has no right to assign, sublicense, transfer, pledge, lease, rent, or share its rights under the license or this Agreement. Except as and only to the extent expressly permitted by applicable law and Section 15 of this Agreement, Licensee may not copy, decompile, reverse engineer, disassemble, unbundle, modify, or create derivative works of the Program or any part thereof. Licensee may make one (1) copy of the Program in machine-readable form for backup purposes; provided, however, that Licensee shall reproduce any Licensor or third party copyright, trademark and patent notices on the Program on such backup copy.

# 1.1 License Type

Perpetual License. A license grant that is not limited in duration, subject to early termination pursuant to this Agreement.

Term License. A license grant that is limited in duration, which duration is as indicated in an order or purchasing document placed by Licensee for the Program ("License Period").

**2. Restrictions on Use of Program** Licensee may use the Program in accordance with the terms and conditions set forth in this Agreement. Licensee may use the Program solely for lawful purposes. Licensee may not use the Program in any manner that violates any U.S., international, or foreign laws or regulations or any third party's rights, induding copyright, patent, privacy or publicity rights, or other intellectual property rights.

**3. Transfer** The Program may be transferred to a computer of like configuration, or the computer on which the Program resides may be transferred to another location of Licensee's organization within the same country in which the computer was located when the Program was originally licensed and installed, so long as such transfer is made in accordance with the U.S. Department of Commerce Export Administration Regulations and Section 4 of this Agreement.

4. Export Restrictions Licensee shall comply with all export laws and restrictions and regulations of the United States Department of Commerce, the United States Department of State, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not to export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations (or any successor supplement or regulations), or the OFAC regulations found at 31 C.F.R. 500 et seq.). By installing or using the Program, Licensee is agreeing to the foregoing and is representing and warranting that it is not located in, under the control of, or a national or resident of any restricted country or on any such list. Licensee shall indemnify and hold Licensor (and its licensors) harmless from and against any liability that may arise from Licensee's failure to comply with all export control laws and regulations. If Licensee is the U.S. Government (defined below), Licensee is not required to indemnify Licensor, but Licensee assumes all risks associated with its failure to comply with any export control laws or regulations, if applicable. Any transfer of the Program outside the country of initial installation shall be permitted only with Licensor's prior written consent.

## 5. Term; Termination

**6.1. Perpetual License.** The term of this Agreement for a Perpetual License will continue unless and until terminated in accordance with the provisions hereof.

**6.2. Term Licenses**. The term of this Agreement for a Term License will continue for the License Period unless and until terminated in accordance with the provisions hereof.

**6.3. Termination**. Liœnsee may terminate this Agreement at any time by returning the Program and all copies to Liœnsor or by deleting the Program and providing Liœnsor ærtification of Program deletion to the following address: BAE Systems Information and Electronic Systems Integration Inc, 10920 Technology Plaœ, San Diego, CA 92127, Attention: GXP Customer Support Manager. Liœnsor may terminate this Liœnse Agreement if, in the Liœnsor's sole discretion, (a) the Liœnsee is in breach of any provision of this Agreement; (b) Liœnsor determines it will no longer liœnse or support the Program; or (c) the Program becomes or in Liœnsor's opinion is likely to become, the subject of a daim of infringement of any intellectual property right. In addition, if Liœnsee is the U.S. Government, Liœnsor after following the dispute resolution proæss of FAR 52.233-1 (Disputes). Upon termination of this Agreement, Liœnsee shall, as directed by Liœnsor at its sole option, return or destroy all œpies of the Program. Neither termination by Liœnsee, nor termination by Liœnsor for breach, shall entitle Liœnsee to a refund of any portion of the Liœnsee fee.

## 6. Limited Warranty

**6.1 Media Warranty** For ninety (90) calendar days from the date of shipment (the "Warranty Period"), Liœnsor warrants the media on which the Program is contained will be free from defects in materials and workmanship. During the Warranty Period, Liœnsee may return the defective media to Liœnsor and it will be replaced without charge. Replacement of media is Liœnsee's sole remedy in the event of a media defect.

**6.2 Program Warranty** Licensor warrants that the Program shall substantially perform as described in its user's manual, as it exists on the date of delivery, during the Warranty Period. This warranty is void where Licensee's use is unauthorized, in breach of this Agreement, or where non-conformity is related to inaccurate or incorrect Licensee data. Licensor's sole obligation under this warranty shall be limited to using reasonable efforts to correct any reported defects and to supply a corrected version as soon as reasonable after being notified of such defects. Licensor does **NOT** warrant that (a) the operation of the Program shall be uninterrupted or error-free; or (b) the functions contained in the Program shall operate in all combinations or sequences; or (c) the Program shall meet Licensee's requirements; or (d) that defects for which there is a reasonable work-around procedure will be corrected.

6.3 Disclaimer of Warranties LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PROGRAM AND DATA IS AT ITS SOLE RISK. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM , DATA AND SUPPORT SERVICES (IF ANY) ARE PROVIDED "AS IS," WITH ANY AND ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, LICENSOR AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROGRAM, DATA AND SUPPORT SERVICES (IF ANY), EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT THAT THE PROGRAM, DATA AND SUPPORT SERVICES (IF ANY), ARE ERROR-FREE OR WILL BE UNINTERRUPTED, FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS OR OTHER MALICIOUS CODE, OR WILL FUNCTION TO MEET LICENSEE'S REQUIREMENTS. FURTHER, LICENSOR MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD PARTY SOFTWARE INCLUDED WITH THE PROGRAM. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

7. Limitation of Liability TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR OR ITS LICENSORS BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF PRIVACY, DENIALS OF SERVICE (INCLUDING COMPUTER CRASHES), BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO LICENSEE'S USE OR INABILITY TO USE THE PROGRAM AND/OR DATA, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING, IN NO EVENT SHALL DAMAGES EXCEED THE LICENSE FEE PAID. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## 8. Indemnity

LICENSEE AGREES TO INDEMNIFY AND HOLD LICENSOR AND ITS AFFILIATES HARMLESS FROM ANY CLAIMS, PROCEEDINGS, DAMAGES, COSTS, AND EXPENSES ARISING OR RESULTING FROM (a) LICENSEE'S USE OF THE PROGRAM FOR ANY ILLEGAL PURPOSE, OR ANY USE NOT AUTHORIZED BY THIS AGREEMENT OR IN BREACH OF THIS AGREEMENT OR (b) INACCURATE OR INCORRECT LICENSEE DATA. IF LICENSEE IS THE U.S GOVERNMENT (DEFINED BELOW), THE FOREGOING INDEMNITY CLAUSE IS REPLACED AS FOLLOWS: NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS REQURING THE U.S. GOVERNMENT TO INDEMNIFY LICENSOR. LICENSEE, HOWEVER, AGREES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF THE PROGRAM AND ASSUMES ALL RISKS ARISING FROM SAME, INCLUDING BUT NOT LIMITED TO CLAIMS, PROCEEDINGS, DAMAGES, COSTS AND EXPENSES ARISING OR RESULTING FROM USE OF THE PROGRAM FOR ANY ILLEGAL PURPOSES OR ANY USE IN BREACH OF OR NOT AUTHORIZED IN THIS AGREEMENT.

9. Support Licensor shall have no obligation under this Agreement to support the Program after the expiration of the Warranty Period. Any Licensor support of the Program after the expiration of the Warranty Period shall be the subject of a separate written upgrade entitlement agreement between the parties. Note: Maintenance support services grants Licensee only the right to upgrade the existing Program and not to install the upgrade Program on a second computer while continuing to operate the earlier version on the computer in which originally installed. Licensee shall not install the Program update(s) on another computer while continuing to operate the earlier versions on other computer while continuing to run earlier versions on other computers, Licensee must purchase a new license.

**10. Reservation** Licensor reserves all rights not expressly granted to Licensee in this Agreement. Licensor retains all title, interest and ownership of all intellectual property rights in and to the Program and accompanying documentation, induding, but not limited to, all copyright and rights and interests of every kind or nature in and to all works based upon, incorporated in, derived from, incorporating or relating to the Program and documentation or from which the Program and documentation are derived, as well as the right to exploit any of the foregoing in all media and by any manner and means now known or hereafter devised, throughout the universe, in perpetuity. This dause shall survive termination or expiration of this Agreement.

**11. Privacy** During registration or use of the Program, information about Licensee and Licensee's computer may be collected. By installing the Program, Licensee consents to the collection and processing of information about Licensee and Licensee's computer.

12. Updates Use of the Program may require periodic checking for software updates over the Internet. By use of the Program, Licensee consents to such periodic checking, unless Licensee's environment is a dosed environment or operates under heightened security requirements where remote checking is not possible. In such event, Licensee and Licensor shall mutually agree on a delivery mechanism for providing updates which may include, by way of example only and without limitation, DVD or other media delivery. No updates will be installed without Licensee's prior consent.

**13. Government Acquisitions** This provision applies to all acquisitions of the Program by or a federal agency, department, branch, commission, board, office, council, authority, or other federal entity of the United States of America (the "U.S. Government"). The U.S. Government hereby agrees that the Program qualifies as "commercial" computer software within the meaning of FAR Part 12.212 (2012), DFARS Part 227.7202-1 (2014), and DFARS 252.227-7014(a) (2014). The terms and conditions of this Agreement shall pertain to the U.S. Government's use and disdosure of the Program, and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the Government's minimum needs or is inconsistent in any respect with Federal procurement law, the Government agrees to return the Program unused to the party from whom it was acquired. The U.S. Government further authorizes and consents, pursuant to FAR Part 52.227-1 (1995), to all use and manufacture, in creation and operation of the Program, of any invention described in and covered by a United States patent.

**14. Educational Use License** If Licensee acquires the Program pursuant to an Educational Use as defined below, such Educational Use is subject to an Educational Use License that has the following additional terms.

14.1 Definitions "Educational Use" means one or more of the following: (a) an education price is charged by Licensor and paid by Licensee for the Program and documentation; (b) the Program and documentation is received by virtue of Licensee's participation in a Licensor program designated as designed for educational or research institutions; or (c) the Program and documentation is provided by Licensor to Licensee under some other arrangement expressly designated for educational use. "Educational Use License" means a license granted under this Agreement to Licensee for an Educational Use.

**14.2** Licensee shall have all the rights under this Agreement as a single-use Floating License except that the computer on which the Program is installed and used shall be a desktop computer in a university lab.

**14.3** Licensee represents and warrants that Licensee is an employee or student of the educational institution where the Program is to be installed and used.

14.4 Program and documentation licensed pursuant to an Educational Use License shall be used for educational and research purposes only.

14.5 Commercial and general production use of Program, or documentation licensed pursuant to an Educational Use License are specifically prohibited.

**14.6** The duration of the Educational Use License is one (1) year, from the date on which the Program license keys are made available to Licensee, unless otherwise agreed upon in writing by Licensee.

**14.7** An Educational Use License entitles Licensee to email and telephone support for up to two (2) designated employees and Program upgrades during the term of Licensee's Educational Use License.

**14.8** Licensee grants Licensor the right to use any material created by Licensee related to the Program or documentation for marketing, advertising or other similar purposes.

## 15. Incorporated Third Party Software

**15.1** The version of the Program you are receiving incorporates third parties' software under licenses from such third parties ("Third Party Software"). Certain Third Party Software is subject to such additional terms and conditions as noted in Appendix A and such third parties are third-party beneficiaries under this Agreement. Further, other Third Party Software licenses incorporated into the Program may require Licensee's agreement to further terms and conditions. When required by the terms and conditions of each Third Party Software license, license information is provided in Appendix A and/or is made available on the software installer. Browse to this location and select the desired license agreement(s). Notwithstanding the license grant in Section 1, and to the extent required by the licenses governing the Third Party Software, the terms of such licenses will apply in lieu of the terms of this Agreement. Further, to the extent that the terms of such licenses prohibit any of the restrictions in this Agreement with respect to such Third Party Software, such restrictions shall not apply to such Third Party Software of warranties (Section 6.3) and the limitation of liability (Section 7) provisions in this License Agreement shall apply to such Third Party Software.

**15.2** The Licensee hereby represents and warrants that it shall not redistribute, modify, alter, or create derivative works from the Program; and shall only use the Program for lawful purposes as restricted by this Agreement. The parties hereby agree that as long as Licensee complies with the restrictions of this Agreement, certain provisions of those "copyleft" open source/third party software licenses that may cover components of the Program shall not apply. Notwithstanding the foregoing, if Licensee acts outside the scope of this Agreement and the Program restrictions and the Program is not utilized in a manner as restricted by this Agreement, the Licensee cannot assure that certain copyleft license provisions will not be triggered by the Licensee's actions.

## 16. General

16.1 Licensee is responsible for installation and operation of the Program.

**16.2** This Agreement shall be governed by and interpreted in accordance with (a) Federal law of the United States, if Licensee is the U.S. Government or (b) the laws of the State of California, without reference to conflict of law principles of the State of California, for all other Licensees other than the U.S. Government. All disputes or actions arising out of this Agreement shall be subject to the jurisdiction of (a) the United States federal courts if Licensee is the U.S. Government or (b) the California state courts (or if there is exclusive federal jurisdiction, the United States District Courts) in Counties of Southern California if Licensee is not the U.S. Government. To the extent permitted by law, the Licensee and Licensor agree and submit to the personal and exclusive jurisdiction and venue of the applicable courts identified hereunder.

**16.3** Failure or neglect by Liœnsor to enforæ at any time any of its rights or remedies shall not be deemed a waiver of its rights or remedies nor prejudiæ Liœnsor's rights to take subsequent action.

**16.4** In the event any of these terms are determined to be invalid or unenforceable to any extent, such term shall be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

16.5 Licensee is responsible for payment of all taxes associated with this transaction. Licensor shall state separately on its invoices taxes excluded from the contract price, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the Program) to the Licensor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

**16.6** Licensee adknowledges and agrees that no license, right or interest is granted to use the names, trade names or trademarks "BAE SYSTEMS", "SIG", "TASS", "HYDRA", "SCOUT", "SCORPION" or any other trade name or trademark, or portion of any of them, owned by or licensed for use by Licensor or any parent, or subsidiary or other company with whom Licensor is affiliated for any purpose whatsoever other than reproduction of such trademarks on permitted backup or archive copies of the Program.

16.7 This Agreement applies to updates, supplements, add-on components, or Internet-based services components, of the Program that Licensor may provide to Licensee or make available to Licensee after the date Licensee obtains its initial copy of the Program, unless Licensor provides other terms along with the update, supplement, add-on component, or Internet-based services component.

**16.8** The relationship between Licensee and Licensor (and Licensor's third party licensors and suppliers) shall be that of independent contractors. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

**16.9** Except as otherwise provided herein, this Agreement may be amended only by a subsequent writing signed by the parties to this Agreement, and no other act, document, usage, or custom shall be deemed to amend this Agreement.

# APPENDIX A

Portions of SIG's Tracker indude Open source software.

The following open source projects and their respective copyright notices can be found below:

\* OpenCV 2.3.1

\* Xerces 3.1.1

\* Boost 1.53.0

\* libjpeg-turbo 1.0.0 (Windows builds only)

\* unixODBC 2.3.1 (Linux builds only)

\* MPICH 3.1 (MPI-enabled builds only)

= OpenCV Liænse = OpenCV Liænse Liænse Agreement For Open Souræ Computer Vision Library

Copyright (C) 2000-2008, Intel Corporation, all rights reserved. Copyright (C) 2008-2011, Willow Garage Inc., all rights reserved. Third party copyrights are property of their respective owners.

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

\* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disdaimer.

\* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disdaimer in the documentation and/or other materials provided with the distribution.

\* The name of the copyright holders may not be used to endorse or promote products derived from this software without specific prior written permission.

This software is provided by the copyright holders and contributors "as is" and any express or implied warranties, induding, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disdaimed. In no event shall the Intel Corporation or contributors be liable for any direct, indirect, indirect, indirect, special, exemplary, or consequential damages (induding, 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 (induding negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage.

= Xerœs Liœnse

\_\_\_\_\_

Apache License Version 2.0, January 2004 http://www.apache.org/licenses/

#### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"Liænse" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Liænsor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the Liænse.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License. "Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, induding but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is induded in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not indude works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, induding the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for indusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, induding but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent Liœnse. Subject to the terms and conditions of this Liœnse, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent liœnse to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such liœnse applies only to those patent daims liœnsable by such Contributor that are neœssarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (induding a cross-daim or contributory alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory

patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions: (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and (b) You must cause any modified files to carry prominent notices stating that You changed the files; and (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, exduding those notices that do not the Derivative Works; and (d) If the Work includes a "NOTICE" text file as part of its pertain to any part of distribution, then any Derivative Works that You distribute must indude a readable copy of the attribution within such NOTICE file, exduding those notices that do not pertain to any part of the notices contained Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of documentation, if provided along with the Derivative Works; the Derivative Works; within the Source form or within a display generated by the Derivative Works, if and or, wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the notices within Derivative Works that You distribute, alongside License. You may add Your own attribution or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License. You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for indusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disdaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, induding, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (induding negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, induding any direct, indirect, special, indental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (induding but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or daims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

## END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work. To apply the Apache License to your work, attach the following boilerplate notice, with the fields endosed by brackets "[]" replaced with your own identifying information. (Don't induce the brackets!) The text should be endosed in the appropriate comment syntax for the file format. We also recommend that a file or dass name and description of purpose be induced on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

http://www.apache.org/licenses/LICENSE-2.0

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

\_\_\_\_\_

Boost Software License - Version 1.0 - August 17th, 2003

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, induding the above license grant, this restriction and the following disdaimer, must be induded in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

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, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Some of the optimizations to the Huffman encoder/decoder were borrowed from VirtualGL, and thus the libjpegturbo distribution, as a whole, falls under the wxWindows Library Licence, Version 3.1. A copy of this license can be found in this directory under LICENSE.txt. The wxWindows Library License is based on the LGPL but indudes provisions which allow the Library to be statically linked into proprietary libraries and applications without requiring the resulting binaries to be distributed under the terms of the LGPL. The rest of the source code, apart from these modifications, falls under a less

restrictive, BSD-style license (see below)

#### wxWindows Library Licence, Version 3.1

#### \_\_\_\_\_

Copyright (C) 1998-2005 Julian Smart, Robert Roebling et al

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

#### WXWINDOWS LIBRARY LICENCE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

You should have received a copy of the GNU Library General Public Licence along with this software, usually in a file named COPYING.LIB. If not, write to the Free Software Foundation, Inc, 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA.

#### EXCEPTION NOTICE

1. As a special exception, the copyright holders of this library give permission for additional uses of the text contained in this release of the library as licenced under the wxWindows Library Licence, applying either version 3.1 of the Licence, or (at your option) any later version of the Licence as published by the copyright holders of version 3.1 of the Licence document.

2. The exception is that you may use, copy, link, modify and distribute under your own terms, binary object code versions of works based on the Library.

3. If you copy code from files distributed under the terms of the GNU General Public Licence or the GNU Library General Public Licence into a copy of this library, as this licence permits, the exception does not apply to the code that you add in this way. To avoid misleading anyone as to the status of such modified files, you must delete this exception notice from such code and/or adjust the licensing conditions notice accordingly.

4. If you write modifications of your own for this library, it is your droice whether to permit this exception to apply to your modifications. If you do not wish that, you must delete the exception notice from such code and/or adjust the licensing conditions notice accordingly.

This software uses libraries from the unixODBC project under the LGPLv2.1.

The unixODBC project (http://unixodbc.org/) is licensed under GNU Lesser General Public License (LGPL) version 2.1 or later. It is free to be used and distributed in any commercial software. For details, please refer to the LGPL (http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html).

# COPYRIGHT

The following is a notice of limited availability of the  $\infty$ de, and disdaimer which must be induded in the prologue of the  $\infty$ de and in all source listings of the  $\infty$ de.

Copyright Notice + 2002 University of Chicago

Permission is hereby granted to use, reproduce, prepare derivative works, and to redistribute to others. This software was authored by:

Mathematics and Computer Science Division Argonne National Laboratory, Argonne IL 60439

(and)

Department of Computer Science University of Illinois at Urbana-Champaign

## GOVERNMENT LICENSE

Portions of this material resulted from work developed under a U.S. Government Contract and are subject to the following license: the Government is granted for itself and others acting on its behalf a paid-up, nonexdusive, irrevocable worldwide license in this computer software to reproduce, prepare derivative works, and perform publidy and display publidy.

## DISCLAIMER

This computer code material was prepared, in part, as an account of work sponsored by an agency of the United States Government. Neither the United States, nor the University of Chicago, nor any of their employees, makes any warranty express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disdosed, or represents that its use would not infringe privately owned rights.