SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS LICENSE CAREFULLY BEFORE INSTALLING THE ENCLOSED SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, PROMPTLY RETURN THIS SOFTWARE TO DSI AT THE ADDRESS SPECIFIED ON THE DOCUMENTATION. IF YOU DO SO, DSI WILL REFUND THE LICENSE FEE YOU PAID FOR THE SOFTWARE.

This software license agreement (hereinafter called "Agreement") is between you and Data Sciences International, Inc., a Delaware corporation ("DSI"). This Agreement shall apply to the license of the proprietary computer software product (including programs, documentation and any subsequent updates) known as Dataquest A.R.T., Ponemah (and alternate names), DSI Reporting, NeuroScore, LabChart Converter for Ponemah, DSI LINK or FinePointe (hereinafter known as "Software"). This Agreement does not cover any programs or other documentation for which DSI does not claim copyright ownership. Such programs may be provided to you as "shareware" or "freeware," and are licensed to you by third parties under the license terms that accompany such programs ("Third-Party Programs"). DSI is not responsible for these Third-Party Programs, and HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THIRD PARTY PROGRAMS.

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- 1. LICENSE: DSI hereby grants to you, subject to the terms and conditions specified herein, a worldwide, nontransferable, and nonexclusive license to:
 - (a) make a copy of the Software for the limited purpose of installing and operating the Software on a single personal computer or workstation (a single CPU) for use solely with the implantable biotelemetry equipment or hardwired units sold to you by DSI and/or other compatible data collection equipment; and
 - (b) make a limited number of copies of the Software solely for back-up purposes, provided that you retain all such archival copies in your possession, do not make any use of the archival copies except for the purposes of restoring the software to fulfill your right to operate the Software on a single CPU, and that you reproduce all copyright notices and proprietary legends found in the original copies and the original optical disk or disk labels on the corresponding archival copies.
- 2. PROHIBITED USES: This Agreement does not allow you to:
 - (a) distribute or sell copies of the Software to others;
 - (b) alter, decompile, disassemble, reverse-engineer, adapt, modify, make any derivative work from or translate the Software, any portion thereof, including documentation;
 - (c) rent, lease, sublicense, or otherwise make the Software available to others who have not been individually licensed by DSI, including under any computer service, network, timesharing or other multiple-user arrangement; or
 - (d) make any effort to unlock or bypass any initialization or copy protection system used on or by the Software.
- 3 OWNERSHIP: DSI reserves all ownership and title to the Software, as well as all rights not expressly granted to you. You own the media on which the Software is recorded, but DSI retains ownership of all copies of the Software itself.
- 4. DURATION: This Agreement is effective upon your initial use of the Software and continues until terminated. This Agreement will terminate immediately without notice from DSI if you fail to comply

with any provisions hereof. Upon termination, you must destroy the Software and all copies thereof. You may terminate this License at any time by destroying the Software and all copies thereof.

- 5. GENERAL: This Agreement represents the entire understanding and agreement between you and DSI with respect to the Software and supersedes any prior purchase order, communication, advertising, or representations with regard thereto. This Agreement may only be modified by a written amendment signed by an authorized representative of DSI. This Agreement shall be governed and interpreted solely by Delaware law.
- 6. NO WARRANTY: The Software is furnished to you "AS IS" and without any warranties, express or implied. The Software may contain bugs or errors. DSI HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties available under the Software are those warranties that are in writing and are signed by both parties. In the event of any breach of any warranty, DSI's entire liability and your sole and exclusive remedy shall be the right to terminate this Agreement by returning the Software and obtaining a refund of monies paid to you for the Software.
- 7. NO LIABILITY: IN NO CASE SHALL DSI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR AMOUNT, INCLUDING LOST PROFITS, LOST DATA, LOST GOODWILL, OR INABILITY TO USE EQUIPMENT, WHETHER SUCH DAMAGES ARE BASED UPON A BREACH OF EXPRESS OR IMPLIED WARRANTIES, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. THIS IS TRUE EVEN IF DSI SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding any damages that you might incur (including, without limitation, the damages listed above and all direct damages), the entire liability of DSI and your exclusive remedy shall be limited to the greater of the license fee paid by you for the Software or \$10.00. These damage limitations shall apply to the maximum extent permitted by law, even if any remedy fails its essential purpose.
- 8. EXPORT RESTRICTIONS: You agree that you will not export or transmit the Software to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the governmental entity that has jurisdiction over such export or transmission.
- 9. NO ASSIGNMENT: You may not assign or transfer the SOFTWARE or any of your rights under this Agreement without the express written permission of DSI. Any attempt to do so is void.
- 10. INDEMNITY: If a third party claims that the Software infringes its patent or copyright, DSI will defend you against that claim at DSI's expense and pay all damages that a court finally awards, provided that you promptly notify DSI in writing of the claim, and allow DSI to control, and cooperate with DSI in, the defense or any related settlement negotiations. If the Software becomes, or in DSI's opinion is likely to become, the subject of a claim of infringement, then DSI may, at its option, procure for you the right to use the Software free of any liability for infringement; or replace or modify the Software to make it non-infringing. DSI shall not be responsible for any infringement involving or concerning any modification of the Software or the combination of the Software with equipment not supplied by DSI, to the extent such infringement results from such modification or combination and has not been specifically authorized by DSI. THESE INDEMNIFICATION PROVISIONS CONSTITUTE DSI'S SOLE LIABILITY, AND YOUR SOLE RECOURSE, IN THE EVENT OF ANY INFRINGEMENT OF THIRD-PARTY RIGHTS BY THE SOFTWARE.
- 11. U.S. GOVERNMENT RESTRICTED RIGHTS: All SOFTWARE provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license

rights and restrictions described elsewhere herein. All SOFTWARE provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

The following software may be included in this product and it contains the following licenses and notices.

Log4Net Developer Tools for UPnP Technologies

Copyright [2012] Data Sciences International 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.

Meinberg NTP server

| *************************************** | |
|---|--------------|
| * * | |
| * Copyright (c) University of Delaware 1992-2011 * | |
| * Permission to use, copy, modify, and distribute this software and tits documentation for any purpose with or without fee is hereby granted, provided that the above copyright notice appears in all copies and that both the copyright notice and this permission notice appear in supporting documentation, and that the name University of Delaware not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. The University of Delaware makes no representations about the suitability this software for any warranty. | لد * * |
| *************************************** | |

Gecko/XulRunner

Mozilla Public License Version 2.0

1. Definitions

1.1. "Contributor"

means each individual or legal entity that creates, contributes to the creation of, or owns Covered Software.

- 1.2. "Contributor Version"
 means the combination of the Contributions of others (if any) used
 by a Contributor and that particular Contributor's Contribution.
- 1.3. "Contribution" means Covered Software of a particular Contributor.
- 1.4. "Covered Software"

means Source Code Form to which the initial Contributor has attached the notice in Exhibit A, the Executable Form of such Source Code Form, and Modifications of such Source Code Form, in each case including portions thereof.

- 1.5. "Incompatible With Secondary Licenses" means
 - (a) that the initial Contributor has attached the notice described in Exhibit B to the Covered Software; or
 - (b) that the Covered Software was made available under the terms of version 1.1 or earlier of the License, but not also under the terms of a Secondary License.
- 1.6. "Executable Form"
 means any form of the work other than Source Code Form.
- 1.7. "Larger Work"

means a work that combines Covered Software with other material, in a separate file or files, that is not Covered Software.

- 1.8. "License" means this document.
- 1.9. "Licensable"

means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently, any and all of the rights conveyed by this License.

1.10. "Modifications"

means any of the following:

- (a) any file in Source Code Form that results from an addition to, deletion from, or modification of the contents of Covered Software; or
- (b) any new file in Source Code Form that contains any Covered Software.
- 1.11. "Patent Claims" of a Contributor means any patent claim(s), including without limitation, method, process, and apparatus claims, in any patent Licensable by such Contributor that would be infringed, but for the grant of the License, by the making, using, selling, offering for sale, having

made, import, or transfer of either its Contributions or its Contributor Version.

1.12. "Secondary License"

means either the GNU General Public License, Version 2.0, the GNU Lesser General Public License, Version 2.1, the GNU Affero General Public License, Version 3.0, or any later versions of those licenses.

1.13. "Source Code Form"

means the form of the work preferred for making modifications.

1.14. "You" (or "Your")

means an individual or a legal entity exercising rights under this License. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. License Grants and Conditions

2.1. Grants

Each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license:

- (a) under intellectual property rights (other than patent or trademark) Licensable by such Contributor to use, reproduce, make available, modify, display, perform, distribute, and otherwise exploit its Contributions, either on an unmodified basis, with Modifications, or as part of a Larger Work; and
- (b) under Patent Claims of such Contributor to make, use, sell, offer for sale, have made, import, and otherwise transfer either its Contributions or its Contributor Version.

2.2. Effective Date

The licenses granted in Section 2.1 with respect to any Contribution become effective for each Contribution on the date the Contributor first distributes such Contribution.

2.3. Limitations on Grant Scope

The licenses granted in this Section 2 are the only rights granted under this License. No additional rights or licenses will be implied from the distribution or licensing of Covered Software under this License. Notwithstanding Section 2.1(b) above, no patent license is granted by a Contributor:

(a) for any code that a Contributor has removed from Covered Software; or

- (b) for infringements caused by: (i) Your and any other third party's modifications of Covered Software, or (ii) the combination of its Contributions with other software (except as part of its Contributor Version); or
- (c) under Patent Claims infringed by Covered Software in the absence of its Contributions.

This License does not grant any rights in the trademarks, service marks, or logos of any Contributor (except as may be necessary to comply with the notice requirements in Section 3.4).

2.4. Subsequent Licenses

No Contributor makes additional grants as a result of Your choice to distribute the Covered Software under a subsequent version of this License (see Section 10.2) or under the terms of a Secondary License (if permitted under the terms of Section 3.3).

2.5. Representation

Each Contributor represents that the Contributor believes its Contributions are its original creation(s) or it has sufficient rights to grant the rights to its Contributions conveyed by this License.

2.6. Fair Use

This License is not intended to limit any rights You have under applicable copyright doctrines of fair use, fair dealing, or other equivalents.

2.7. Conditions

Sections 3.1, 3.2, 3.3, and 3.4 are conditions of the licenses granted in Section 2.1.

3. Responsibilities

3.1. Distribution of Source Form

All distribution of Covered Software in Source Code Form, including any Modifications that You create or to which You contribute, must be under the terms of this License. You must inform recipients that the Source Code Form of the Covered Software is governed by the terms of this License, and how they can obtain a copy of this License. You may not attempt to alter or restrict the recipients' rights in the Source Code Form.

3.2. Distribution of Executable Form

If You distribute Covered Software in Executable Form then:

(a) such Covered Software must also be made available in Source Code Form, as described in Section 3.1, and You must inform recipients of the Executable Form how they can obtain a copy of such Source Code Form by reasonable means in a timely manner, at a charge no more than the cost of distribution to the recipient; and

(b) You may distribute such Executable Form under the terms of this License, or sublicense it under different terms, provided that the license for the Executable Form does not attempt to limit or alter the recipients' rights in the Source Code Form under this License.

3.3. Distribution of a Larger Work

You may create and distribute a Larger Work under terms of Your choice, provided that You also comply with the requirements of this License for the Covered Software. If the Larger Work is a combination of Covered Software with a work governed by one or more Secondary Licenses, and the Covered Software is not Incompatible With Secondary Licenses, this License permits You to additionally distribute such Covered Software under the terms of such Secondary License(s), so that the recipient of the Larger Work may, at their option, further distribute the Covered Software under the terms of either this License or such Secondary License(s).

3.4. Notices

You may not remove or alter the substance of any license notices (including copyright notices, patent notices, disclaimers of warranty, or limitations of liability) contained within the Source Code Form of the Covered Software, except that You may alter any license notices to the extent required to remedy known factual inaccuracies.

3.5. Application of Additional Terms

You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Software. However, You may do so only on Your own behalf, and not on behalf of any Contributor. You must make it absolutely clear that any such warranty, support, indemnity, or liability obligation is offered by You alone, and You hereby agree to indemnify every Contributor for any liability incurred by such Contributor as a result of warranty, support, indemnity or liability terms You offer. You may include additional disclaimers of warranty and limitations of liability specific to any jurisdiction.

4. Inability to Comply Due to Statute or Regulation

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Software due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be placed in a text file included with all distributions of the Covered Software under this License. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Termination

5.1. The rights granted under this License will terminate automatically if You fail to comply with any of its terms. However, if You become compliant, then the rights granted under this License from a particular Contributor are reinstated (a) provisionally, unless and until such Contributor explicitly and finally terminates Your grants, and (b) on an ongoing basis, if such Contributor fails to notify You of the non-compliance by some reasonable means prior to 60 days after You have come back into compliance. Moreover, Your grants from a particular Contributor are reinstated on an ongoing basis if such Contributor notifies You of the non-compliance by some reasonable means, this is the first time You have received notice of non-compliance with this License from such Contributor, and You become compliant prior to 30 days after Your receipt of the notice.

5.2. If You initiate litigation against any entity by asserting a patent infringement claim (excluding declaratory judgment actions, counter-claims, and cross-claims) alleging that a Contributor Version directly or indirectly infringes any patent, then the rights granted to You by any and all Contributors for the Covered Software under Section 2.1 of this License shall terminate.

5.3. In the event of termination under Sections 5.1 or 5.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or Your distributors under this License prior to termination shall survive termination.

6. Disclaimer of Warranty _____ * Covered Software is provided under this License on an "as is" * basis, without warranty of any kind, either expressed, implied, or * statutory, including, without limitation, warranties that the * Covered Software is free of defects, merchantable, fit for a * particular purpose or non-infringing. The entire risk as to the quality and performance of the Covered Software is with You. * Should any Covered Software prove defective in any respect, You (not any Contributor) assume the cost of any necessary servicing, * * repair, or correction. This disclaimer of warranty constitutes an * * essential part of this License. No use of any Covered Software is * * authorized under this License except under this disclaimer. * * 7. Limitation of Liability ------Under no circumstances and under no legal theory, whether tort (including negligence), contract, or otherwise, shall any * Contributor, or anyone who distributes Covered Software as * permitted above, be liable to You for any direct, indirect, * special, incidental, or consequential damages of any character * including, without limitation, damages for lost profits, loss of * goodwill, work stoppage, computer failure or malfunction, or any

8. Litigation

Any litigation relating to this License may be brought only in the courts of a jurisdiction where the defendant maintains its principal place of business and such litigation shall be governed by laws of that jurisdiction, without reference to its conflict-of-law provisions. Nothing in this Section shall prevent a party's ability to bring cross-claims or counter-claims.

9. Miscellaneous

This License represents the complete agreement concerning the subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not be used to construe this License against a Contributor.

10. Versions of the License

10.1. New Versions

Mozilla Foundation is the license steward. Except as provided in Section 10.3, no one other than the license steward has the right to modify or publish new versions of this License. Each version will be given a distinguishing version number.

10.2. Effect of New Versions

You may distribute the Covered Software under the terms of the version of the License under which You originally received the Covered Software, or under the terms of any subsequent version published by the license steward.

10.3. Modified Versions

If you create software not governed by this License, and you want to create a new license for such software, you may create and use a modified version of this License if you rename the license and remove any references to the name of the license steward (except to note that such modified license differs from this License).

10.4. Distributing Source Code Form that is Incompatible With Secondary

Licenses

If You choose to distribute Source Code Form that is Incompatible With Secondary Licenses under the terms of this version of the License, the notice described in Exhibit B of this License must be attached.

```
Exhibit A - Source Code Form License Notice
```

This Source Code Form is subject to the terms of the Mozilla Public License, v. 2.0. If a copy of the MPL was not distributed with this file, You can obtain one at http://mozilla.org/MPL/2.0/.

If it is not possible or desirable to put the notice in a particular file, then You may include the notice in a location (such as a LICENSE file in a relevant directory) where a recipient would be likely to look for such a notice.

You may add additional accurate notices of copyright ownership.

Exhibit B - "Incompatible With Secondary Licenses" Notice

This Source Code Form is "Incompatible With Secondary Licenses", as defined by the Mozilla Public License, v. 2.0.

TI Linux

Content is available under Creative Commons Attribution-Share Alike 3.0 license.

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

1. Definitions

- a. "Adaptation" means a work based upon the Work, or upon the Work and other preexisting works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. **"Collection"** means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.
- c. "**Distribute**" means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.
- d. "Licensor" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.
- e. **"Original Author"** means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a performance of a performance being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- f. "Work" means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.

- g. **"You"** means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.
- h. "Publicly Perform" means to perform public recitations of the Work and to communicate to the public those public recitations, by any means or process, including by wire or wireless means or public digital performances; to make available to the public Works in such a way that members of the public may access these Works from a place and at a place individually chosen by them; to perform the Work to the public by any means or process and the communication to the public of the performances of the Work, including by public digital performance; to broadcast and rebroadcast the Work by any means including signs, sounds or images.
- i. **"Reproduce"** means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

2. Fair Dealing Rights. Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

- a. to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections;
- b. to create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";
- c. to Distribute and Publicly Perform the Work including as incorporated in Collections; and,
- d. to Distribute and Publicly Perform Adaptations.
- e. For the avoidance of doubt:
 - i. **Non-waivable Compulsory License Schemes**. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;
 - ii. **Waivable Compulsory License Schemes**. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,
 - iii. **Voluntary License Schemes**. The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved.

4. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

- a. You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(b), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(b), as requested.
- b. If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and (iv), consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4 (b) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.
- c. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute or Publicly Perform the Work either by itself or

as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's honor or reputation. Licensor agrees that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 3(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author's honor and reputation, the Licensor will waive or not assert, as appropriate, this Section, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under Section 3(b) of this License (right to make Adaptations) but not otherwise.

5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

- a. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.
- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

a. Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

- b. Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.
- c. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- d. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.
- f. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.

Creative Commons Notice

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorize the use by either party of the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of this License.

Creative Commons may be contacted at http://creativecommons.org/.

Wizard .NET Library (AeroWizard)

MIT Copyright (c) 2013 David Hall

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 AUTHORS OR COPYRIGHT HOLDERS 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.

Ncalc

The MIT License (MIT)

Copyright (c) 2011 Sebastien Ros

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 AUTHORS OR COPYRIGHT HOLDERS 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.

SpreadSheetLight

Copyright (c) 2011 Vincent Tan Wai Lip

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 AUTHORS OR COPYRIGHT HOLDERS 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.

MediaInfo(Lib) License

Copyright (c) 2002-2014 MediaArea.net SARL. All rights reserved.

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 disclaimer.

□ 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 COPYRIGHT HOLDERS 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 COPYRIGHT HOLDER 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. Alternate license for redistributions of the library in binary form: Redistributions in binary form must reproduce the following sentence (including the link to the website) in the documentation and/or other materials provided with the distribution. This product uses MediaInfo library, Copyright (c) 2002-2014

Third party libraries

MediaArea.net SARL.

The software relies on third party libraries. Such libraries have their own license:

□ C++ standard library: libstdc++, libc++, Visual C++ library or any other C++ standard library.

- □ Base classes library: ZenLib, (c) MediaArea.net SARL, zlib license.
- □ GUI (optional): Qt.
- □ GUI (optional): WxWidgets.
- □ XML parser (optional): TinyXML-2.
- □ gzip decompression routine (optional): zlib.

- □ FTP, FTPS, SFTP, HTTP, HTTPS (optional): libcurl.
- □ AES (optional): AES routines from Brian Gladman.
- □ MMS (optional): libmms.

Contributors

- □ Jérôme Martinez (main developer)
- □ Lionel Duchateau (odd formats support)
- □ XhmikosR from MPC-HC Team (tests)
- □ FlylinkDC++ team (tests, crash corrections)
- □ Max Pozdeev (former native Mac GUI developer

Bounty Castle

Copyright (c) 2000 - 2017 The Legion of the Bouncy Castle Inc. (http://www.bouncycastle.org)

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 AUTHORS OR COPYRIGHT HOLDERS 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.

001736-002 Rev 07