dart BCON for MIPI SD820 DB8 Development Kit License Agreement

Last updated 2018/11/27

Table of Contents

1	Lice	ense of this Product	2
2	Lice	enses of the Camera-Related Software	3
	2.1	pylon Camera Software Suite	3
	2.2	Drivers and Binaries for the dart BCON for MIPI Camera Module	3
3	Roo	ot File System	. 3
	3.1	Bootloader and Firmware Binaries	3
	3.2	Little Kernel Bootloader	7
	3.3	Linux Kernel	. 7

1 License of this Product

Copyright (c) 2018 Basler AG

Software License Agreement

BASLER grants you a personal, non-exclusive, non-transferable right to use the software. You may install and use the software as a whole or in parts (single files, e.g. DLLs etc.) on an unlimited number of computers. You may solely use the software for the purpose of operating a BASLER camera product. You may not rent, lease, sub-license, or lend the program or any portions thereof to others. You may transfer the software in whole or in parts (single files, e.g. DLLs etc.) to another individual/entity provided that the transferee accepts the terms of this agreement. You may not copy or use the software except as set forth in this agreement. You may not remove any proprietary notices or labels on the software; any copies that you are permitted to make pursuant to this agreement must contain the same copyright and other proprietary notices that appear on and in the software. You agree not to modify, adapt, reverse engineer, decompile, or disassemble the software or otherwise attempt to discover the source code of the software or algorithms contained therein or create any derivative works from the software, except as expressly provided in this agreement.

This program contains non-proprietary BASLER software or software provided under an open source license or a non open source license by third parties ("third-party software") and is licensed to you subject to the terms and conditions of the software license agreement accompanying such third-party software. Use of the third-party software by you shall be governed entirely by the terms and conditions of such license. You can find the license terms and conditions as described below or by contacting BASLER support. BASLER software includes some open source software source code that may be used and modified by anyone and everyone, provided they, in turn, make it available to everyone else with the same licensing agreement. For a period of three (3) years, commencing from the reception of this software, you or any third person may obtain a complete machine-readable copy of the source code for the components licensed under Open source licenses in the extend required by the respective licenses on a medium customarily used for software interchange without charge except for the cost of physically performing source distribution upon written request to the supplier of the software.

Disclaimer

BECAUSE THE SOFTWARE IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE SOFWTARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE SOFTWARE "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 SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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 SOFTWARE 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 SOFTWARE (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 SOFWTARE TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2 Licenses of the Camera-Related Software

2.1 pylon Camera Software Suite

This product includes a copy of the pylon Camera Software Suite. You can find the corresponding license on the device in /opt/pylon5/share/pylon/License.html

2.2 Drivers and Binaries for the dart BCON for MIPI Camera Module

This product includes drivers for the dart BCON for MIPI camera module. The corresponding license can be found on the device in /opt/dart-bcon-mipi-sd820/LICENSE

3 Root File System

This product contains a root file system based on Debian Linux. All the relevant licenses and copyright information can be found on the device in /usr/share/doc/<package-name>/.

3.1 Bootloader and Firmware Binaries

This product includes bootloader and firmware binaries from QUALCOMM. These are distributed under the following license agreement:

PLEASE READ THIS LICENSE AGREEMENT ("AGREEMENT") CAREFULLY. THIS AGREEMENT IS A BINDING LEGAL AGREEMENT ENTERED INTO BY AND BETWEEN YOU (OR IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY. THEN THE ENTITY THAT YOU REPRESENT) AND QUALCOMM TECHNOLOGIES, INC. ("QTI" "WE" "OUR" OR "US"). THIS IS THE AGREEMENT THAT APPLIES TO YOUR USE OF THE DESIGNATED AND/OR LINKED APPLICATIONS, THE ENCLOSED QUALCOMM TECHNOLOGIES' MATERIALS, INCLUDING RELATED DOCUMENTATION AND ANY UPDATES OR IMPROVEMENTS THEREOF (COLLECTIVELY, "MATERIALS"). BY USING OR COMPLETING THE INSTALLATION OF THE MATERIALS, YOU ARE ACCEPTING THIS AGREEMENT AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, QTI IS UNWILLING TO AND DOES NOT LICENSE THE MATERIALS TO YOU. IF YOU DO NOT AGREE TO THESE TERMS YOU MUST DISCONTINUE THE INSTALLATION PROCESS AND YOU MAY NOT USE THE MATERIALS OR RETAIN ANY COPIES OF THE MATERIALS. ANY USE OR POSSESSION OF THE MATERIALS BY YOU IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

1. RIGHT TO USE DELIVERABLES; RESTRICTIONS.

1.1 License. Subject to the terms and conditions of this Agreement, including, without limitation, the restrictions, conditions, limitations and exclusions set forth in this Agreement, QTI hereby grants to you a nonexclusive, limited license under QTI's copyrights to: (i) install and use the Materials; and (ii) to reproduce and redistribute the binary code portions of the

Materials (the "Redistributable Binary Code"). You may make and use a reasonable number of copies of any documentation.

- 1.2 Redistribution Restrictions. Distribution of the Redistributable Binary Code is subject to the following restrictions: (i) Redistributable Binary Code may only be distributed in binary format and may not be distributed in source code format:; (ii) the Redistributable Binary Code may only operate in conjunction with platforms incorporating Qualcomm Technologies, Inc. chipsets; (iii) redistribution of the Redistributable Binary Code must include the .txt file setting forth the terms and condition of this Agreement; (iv) you may not use Qualcomm Technologies' or its affiliates or subsidiaries name, logo or trademarks; and (v) copyright, trademark, patent and any other notices that appear on the Materials may not be removed or obscured.
- 1.3 Additional Restrictions. Except as expressly permitted by this Agreement, you shall have no right to sublicense, transfer or otherwise disclose the Materials to any third party. You shall not reverse engineer, reverse assemble, reverse translate, decompile or reduce to source code form any portion of the Materials provided in object code form or executable form. Except for the purposes expressly permitted in this Agreement, You shall not use the Materials for any other purpose. QTI (or its licensors) shall retain title and all ownership rights in and to the Materials and any alterations, modifications (including all derivative works), translations or adaptations made of the Materials, and all copies thereof, and nothing herein shall be deemed to grant any right to You under any of QTI's or its affiliates' patents. You shall not subject the Materials to any third party license terms (e.g., open source license terms). You shall not use the Materials for the purpose of identifying or providing evidence to support any potential patent infringement claim against QTI, its affiliates, or any of QTI's or QTI's affiliates' suppliers and/or direct or indirect customers. QTI hereby reserves all rights not expressly granted herein.
- 1.4 Third Party Software and Materials. The Software may contain or link to certain software and/or materials that are written or owned by third parties. Such third party code and materials may be licensed under separate or different terms and conditions and are not licensed to you under the terms of this Agreement. You agree to comply with all terms and conditions imposed on you in the applicable third party licenses. Such terms and conditions may impose certain obligations on you as a condition to the permitted use of such third party code and materials. QTI does not represent or warrant that such third party licensors have or will continue to license or make available their code and materials to you.
- 1.5 Feedback. QTI may from time to time receive suggestions, feedback or other information from You regarding the Materials. Any suggestions, feedback or other disclosures received from You are and shall be entirely voluntary on the part of You. Notwithstanding any other term in this Agreement, QTI shall be free to use suggestions, feedback or other information received from You, without obligation of any kind to You. The Parties agree that all inventions, product improvements, and modifications conceived of or made by QTI that are based, either in whole or in part, on ideas, feedback, suggestions, or recommended improvements received from You are the exclusive property of QTI, and all right, title and interest in and to any such inventions, product improvements, and modifications will vest solely in QTI.
- 1.6 No Technical Support. QTI is under no obligation to provide any form of technical support for the Materials, and if QTI, in its sole discretion, chooses to provide any form of support or information relating to the Materials, such support and information shall be deemed confidential and proprietary to QTI.
- 2. WARRANTY DISCLAIMER. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE MATERIALS IS AT YOUR SOLE RISK. THE MATERIALS AND TECHNICAL SUPPORT, IF ANY, ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. QTI ITS LICENSORS AND AFFILIATES

MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS OR ANY OTHER INFORMATION OR DOCUMENTATION PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS (I) A WARRANTY OR REPRESENTATION BY QTI, ITS LICENSORS OR AFFILIATES AS TO THE VALIDITY OR SCOPE OF ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OR (II) A WARRANTY OR REPRESENTATION BY QTI THAT ANY MANUFACTURE OR USE WILL BE FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF OTHERS, AND IT SHALL BE THE SOLE RESPONSIBILITY OF YOU TO MAKE SUCH DETERMINATION AS IS NECESSARY WITH RESPECT TO THE ACQUISITION OF LICENSES UNDER PATENTS AND OTHER INTELLECTUAL PROPERTY OF THIRD PARTIES.

- 3. NO OTHER LICENSES OR INTELLECTUAL PROPERTY RIGHTS. Neither this Agreement, nor any act by QTI or any of its affiliates pursuant to this Agreement or relating to the Materials (including, without limitation, the provision by QTI or its affiliates of the Materials), shall provide to You any license or any other rights whatsoever under any patents, trademarks, trade secrets, copyrights or any other intellectual property of QTI or any of its affiliates, except for the copyright rights expressly licensed under this Agreement. You understand and agree that:
- (i) Neither this Agreement, nor delivery of the Materials, grants any right to practice, or any other right at all with respect to, any patent of QTI or any of its affiliates; and
- (ii) A separate license agreement from QUALCOMM Incorporated is needed to use or practice any patent of QUALCOMM Incorporated. You agree not to contend in any context that, as a result of the provision or use of the Materials, either QTI or any of its affiliates has any obligation to extend, or You or any other party has obtained any right to, any license, whether express or implied, with respect to any patent of QTI or any of its affiliates for any purpose.
- 4. TERMINATION. This Agreement shall be effective upon acceptance, or access or use of the Materials (whichever occurs first) by You and shall continue until terminated. You may terminate the Agreement at any time by deleting and destroying all copies of the Materials and all related information in Your possession or control. This Agreement terminates immediately and automatically, with or without notice, if You fail to comply with any provision hereof. Additionally, QTI may at any time terminate this Agreement, without cause, upon notice to You. Upon termination You must, to the extent possible, delete or destroy all copies of the Materials in Your possession and the license granted to You in this Agreement shall terminate. Sections 1.2 through 10 shall survive the termination of this Agreement. In the event that any restrictions, conditions, limitations are found to be either invalid or unenforceable, the rights granted to You in Section 1 (License) shall be null, void and ineffective from the Effective Date, and QTI shall also have the right to terminate this Agreement immediately, and with retroactive effect to the effective date.
- 5. LIMITATION OF LIABILITY. IN NO EVENT SHALL QTI, QTI'S AFFILIATES OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OR FAILURE TO DELIVER, ANY OF THE DELIVERABLES, OR ANY BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, EVEN IF QTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER YOUR REMEDIES HEREUNDER ARE DETERMINED TO

HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE ENTIRE LIABILITY OF QTI, QTI'S AFFILIATES AND ITS LICENSORS, AND THE SOLE AND EXCLUSIVE REMEDY OF YOU, FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED US\$50.

- 6. INDEMNIFICATION. You agree to indemnify and hold harmless QTI and its officers, directors, employees and successors and assigns against any and all third party claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred by QTI (including but not limited to costs of defense, investigation and reasonable attorney's fees) arising out of, resulting from or related to: (i) any breach of this Agreement by You; and (ii) your acts, omissions, products and services. If requested by QTI, You agree to defend QTI in connection with any third party claims, demands, or causes of action resulting from, arising out of or in connection with any of the foregoing.
- 7. ASSIGNMENT. You shall not assign this Agreement or any right or interest under this Agreement, nor delegate any obligation to be performed under this Agreement, without QTI's prior written consent. For purposes of this Section 7, an "assignment" by You under this Section shall be deemed to include, without limitation, any merger, consolidation, sale of all or substantially all of its assets, or any substantial change in the management or control of You. Any attempted assignment in contravention of this Section 9 shall be void. QTI may freely assign this Agreement or delegate any or all of its rights and obligations hereunder to any third party.
- 8. COMPLIANCE WITH LAWS; APPLICABLE LAW. You agree to comply with all applicable local, international and national laws and regulations and with U.S. Export Administration Regulations, as they apply to the subject matter of this Agreement. This Agreement is governed by the laws of the State of California, excluding California's choice of law rules.
- 9. CONTRACTING PARTIES. If the Materials are downloaded on any computer owned by a corporation or other legal entity, then this Agreement is formed by and between QTI and such entity. The individual accepting the terms of this Agreement represents and warrants to QTI that they have the authority to bind such entity to the terms and conditions of this Agreement.
- 10. MISCELLANEOUS PROVISIONS. This Agreement, together with all exhibits attached hereto, which are incorporated herein by this reference, constitutes the entire agreement between QTI and You and supersedes all prior negotiations, representations and agreements between the parties with respect to the subject matter hereof. No addition or modification of this Agreement shall be effective unless made in writing and signed by the respective representatives of QTI and You. The restrictions, limitations, exclusions and conditions set forth in this Agreement shall apply even if QTI or any of its affiliates becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. You hereby acknowledge and agree that the restrictions, limitations, conditions and exclusions imposed in this Agreement on the rights granted in this Agreement are not a derogation of the benefits of such rights. You further acknowledges that, in the absence of such restrictions, limitations, conditions and exclusions, QTI would not have entered into this Agreement with You. Each party shall be responsible for and shall bear its own expenses in connection with this Agreement. If any of the provisions of this Agreement are determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect. This Agreement is entered into solely in the English language, and if for any reason any other language version is prepared by any party, it shall be solely for convenience and the English version shall govern and control all aspects. If You are located in the province of Quebec, Canada, the following applies: The Parties hereby confirm they have requested this Agreement and all related documents be prepared in English.

3.2 Little Kernel Bootloader

Copyright (c) 2008-2015 Travis Geiselbrecht

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.

3.3 Linux Kernel

GNU GENERAL PUBLIC LICENSE Version 2, June 1991

Copyright © 1989, 1991 Free Software Foundation, Inc. 51 Franklin Street, 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.

PREAMBLE

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software—to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Lesser General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. 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.

1. 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.

- **2.** 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 parties 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.

- **3.** 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.

4. 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.

- **5.** 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.
- **6.** 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.
- 7. 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.

- **8.** 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.
- **9.** 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.

10. 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

- 11. 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.
- 12. 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.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

[one line to give the program's name and an idea of what it does.] Copyright (C) [yyyy] [name of author]

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

This program 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 General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA.

Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

Gnomovision version 69, Copyright (C) [year] [name of author] Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type 'show w'. This is free software, and you are welcome to redistribute it under certain conditions; type 'show c' for details.

The hypothetical commands 'show w' and 'show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than 'show w' and 'show c'; they could even be mouse-clicks or menu items—whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the program 'Gnomovision' (which makes passes at compilers) written by James Hacker.

[signature of Ty Coon], 1 April 1989 Ty Coon, President of Vice

This General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License.