

# Software Bill of Material

  

## *Corridor4DM*

Revision: 3.8  
28-July-2025

INVIA, LLC  
3025 Boardwalk Drive, Suite 200  
Ann Arbor, MI 48108 USA

**Approvals:**

Role	Signature / Date
President	

## 1. Purpose

This document acts as a top-level report, listing all the Off the Shelf (OTS) software components used in ***Corridor4DM***.

## 2. Scope

The document applies to the ***Corridor4DM*** family. Specific differences across versions are noted within the document itself.

## 3. Definitions, Acronyms, and Abbreviations

3.1. OTS - Off-the-Shelf Software (OTS software). A generally available software component used by a medical device manufacturer for which the manufacturer cannot claim complete software life cycle control.

## 4. References

## 5. Licensed Software

### 5.1. Development Tools

These tools are used to create the Corridor4DM software application. These Development Tools are installed on each developer's workstation.

#### 5.1.1. VS Studio

**Microsoft Visual Studio to compile written code into an application**

##### 5.1.1.1. Usage

- VS2008: C4DM v2010, v2012, v2013
- VS2012: C4DM v2015, v2016, v2017.0.0/1
- VS2015: C4DM v2017.0.2, v2018
- VS2017: C4DM v2023 and later
- VS2022: C4DM Web Client component v2025

##### 5.1.1.2. Installed Components

VC Runtime libraries. See OTS Software Component section.

##### 5.1.1.3. Validation Plan

Since this tool is used to create the product / device, its validation is not necessary because it is validated during Software Verification and Validation.

##### 5.1.1.4. Cybersecurity Surveillance

No issues. Nothing is installed requiring monitoring for risk.

### 5.1.2. InstallShield

**Tool to create and installation package for simpler deployment of product.**

5.1.2.1. Usage

- IS v2009: C4DM v2010
- IS v2011: C4DM v2012, v2013, v2015, v2016
- IS v2015: C4DM v2017 through v2024
- IS v2023: C4DM v2025

5.1.2.2. Installed Components

None

5.1.2.3. Validation Plan

Since this tool is used to create the product / device, its validation is not necessary because it is validated during Software Verification and Validation.

5.1.2.4. Cybersecurity Surveillance

No issues. Nothing is installed requiring monitoring for risk.

5.1.3. Intel IPP Library

Since there are runtime components installed with the Corridor4DM device, this is described under OTS Software Components.

5.1.4. TX Text Control

Since there are runtime components installed with the Corridor4DM device, this is described under OTS Software Components.

5.1.5. Node.js

This component is only used for the development build and testing of the web client component of the v2025 version of the product.

## 5.2. OTS Software Components

These components are included as part of the Corridor4DM software application.

### 5.2.1. VC Runtime

#### Purpose

##### Microsoft Visual Studio C/C++ runtime

Part of the application runtime environment for 4DM

##### Safety Classification: B

- The C Runtime libraries are involved with numerical computations. Since they are involved in the computation of diagnostic values that could affect a clinical decision, they are Class B with the potential for non-serious injury.

##### Usage / Installed Libraries

Location: \Program Files\INVIA\Corridor4DM

- **v2010, v2012, v2013, v2015:** msvcm90.dll, msvcp90.dll, msxcr90.dll (9.0.21022.8)
- **v2016:** vcomp110.dll (11.0.51106.1)
- **v2017, v2018:** msvcp140.dll, vcomp140.dll, vcruntime140.dll (14.00.24210.0)
- **v2023:** msvcp140.dll, vcomp140.dll, vcruntime140.dll (14.16.27033.0)
- **v2023 (for TxTextControl):** msvcp120.dll, msxcr120.dll (12.00.40664.0)
- **v2024:** msvcp140.dll, vcomp140.dll, vcruntime140.dll (14.16.27012.2)
- **v2024 (for TxTextControl):** msvcp120.dll, msxcr120.dll (12.00.21005.1)
- **v2025:** Individual DLLs removed

Location: \Windows folder – part of OS

- **v2010, v2012, v2013.0:** msvcm90.dll, msvcp90.dll, msxcr90.dll (9.0.21022.8)
- **v2013.1/2, v2015, 2016:** msvcp110.dll, msxcr110.dll, vccorlib110.dll (11.0.51106.1)
- **v2017:** 2015 Redistributable Package (14.00.24215.1)
- **v2018:** 2015 Redistributable Package (14.00.23026.0)
- **v2023:** 2015 Redistributable Package (14.16.27033.0)
- **v2023 (for TxTextControl):** 2013 Redistributable Package (12.00.40664.0)
- **v2024:** 2015 Redistributable Package (14.36.32523.0)
- **v2024 (for TxTextControl):** 2013 Redistributable Package (12.00.40664.0)
- **v2025:** 2015 Redistributable Package (14.40.33810.0)

#### 5.2.1.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.1.2. Cybersecurity Surveillance: No issues

It is susceptible to Windows Updates. The review of this software falls under the area of Cybersecurity as defined in the Risk Management Plan.

#### 5.2.1.3. Anomaly Review: No issues

Currently, there are no anomalies have been reported in the components that are used by Corridor4DM (reference Cybersecurity Surveillance Log).

### 5.2.2. .NET Framework

Purpose	
<b>Microsoft .NET Framework,</b> Part of the application runtime environment for 4DM	
<b>Safety Classification: A</b> <ul style="list-style-type: none"><li>The .NET Framework is used to construct the User Interface Corridor4DM. It is not involved in the computation of diagnostic values that could affect a clinical decision and present risk.</li></ul>	
<b>Usage / Installed Components:</b> <ul style="list-style-type: none"><li>Location: \Windows folder – part of OS</li><li><b>v2010, v2012, v2013.0.0/1:</b> 2.2.30729.1</li><li><b>v2013.0.2, v2015, v2016, v2017.0.0/1:</b> 4.0.30319.1</li><li><b>v2017.0.2, v2018:</b> 4.5.51209.34209</li><li><b>v2023, v2024, v2025:</b> 4.7.3081.0</li></ul>	

#### 5.2.2.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.2.2. Cybersecurity Surveillance: Yes

It is susceptible to Windows Updates. The review of this software falls under the area of Cybersecurity as defined in the Risk Management Plan.

#### 5.2.2.3. Anomaly Review: No issues

Currently, there are no anomalies have been reported in the components that are used by Corridor4DM (reference Cybersecurity Surveillance Log).

### 5.2.3. Window Media Player

Purpose	
<b>Microsoft Windows Media Configuration Utility</b> Used by 4DM to create screen captures in WMV format	
<b>Safety Classification: A</b> <ul style="list-style-type: none"><li>Windows Media Player is used to create movie captures of display data that is changes with time (cineable). Since these movie captures are not intended for clinical diagnostic review, there is no clinical risk with this component.</li></ul>	
<b>Usage / Installed Components:</b> Location: \Windows folder – part of OS <ul style="list-style-type: none"><li>v2010, v2012, v2013, v2015: 11.0.5721.5145</li><li>v2016, v2017, v2018, v2023, v2024, v2025: Not installed.</li></ul> <p>The presence of Windows Media Player is checked when attempting a wmv screen capture. All other functionality is unaffected if Windows Media Player is not installed.</p>	

5.2.3.1. Validation

This component is validated during Software Verification and Validation.

5.2.3.2. Cybersecurity Surveillance: Yes

It is susceptible to Windows Updates. The review of this software falls under the area of Cybersecurity as defined in the Risk Management Plan.

5.2.3.3. Anomaly Review: No issues

Currently, there are no anomalies have been reported in the components that are used by Corridor4DM (reference Cybersecurity Surveillance Log).

5.2.4. Adobe Acrobat Reader

Purpose								
Used by 4DM to display User Guides and IFUs								
<b>Safety Classification: A</b> <ul style="list-style-type: none"><li>The Adobe Acrobat Reader is used to present the User’s Guide and Instructions for Use to the user. These documents are primarily text based and any error in the application to present the text information to the user would not present any potential risk for injury.</li></ul>								
<b>Usage / Installed Components:</b> Location: \Program Files\Adobe\Reader (only if not present on system) <table><tr><td>• v2010:</td><td>Not Installed</td></tr><tr><td>• v2012, v2013, v2015, v2016:</td><td>10.1.0.0</td></tr><tr><td>• v2017, v2018, v2023:</td><td>15.17.20050.61080</td></tr><tr><td>• v2024, v2025:</td><td>Not Installed</td></tr></table>	• v2010:	Not Installed	• v2012, v2013, v2015, v2016:	10.1.0.0	• v2017, v2018, v2023:	15.17.20050.61080	• v2024, v2025:	Not Installed
• v2010:	Not Installed							
• v2012, v2013, v2015, v2016:	10.1.0.0							
• v2017, v2018, v2023:	15.17.20050.61080							
• v2024, v2025:	Not Installed							

5.2.4.1. Validation

This component is validated during Software Verification and Validation.

5.2.4.2. Cybersecurity Surveillance: No issues

While this OTS application is susceptible to Windows Updates, its sole use is to display a PDF file. In the event of a failure, it cannot incur risk to the end user or patient.

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA

5.2.4.3. Anomaly Review: No issues

Currently, there are no anomalies have been reported in the components that are used by Corridor4DM (reference Cybersecurity Surveillance Log).

5.2.5. Intel IPP Library

Purpose		
Used by 4DM for enhanced performance and algorithms (bicubic interpolation, affine transforms, jpeg lossless support, ...).		
INVIA libraries only use the Image Processing APIs related to filtering, transforms and imaging. Specifically, the use of IPP libraries is limited to the following:		
<u>Library used</u>	<u>Header used</u>	<u>Function</u>
ipp_s_t.lib	ipp_s.h	Signal Processing
ippi_t.lib	ippi.h	Image Processing
ippr_t.lib	ippr.h	Realistic Rendering Library
ippcore_t.lib	ippcore.h	Core utilities
<b>Safety Classification: B</b> <ul style="list-style-type: none"> <li>The Intel IPP libraries are involved with numerical computations. Since they are involved in the computation of diagnostic values that could affect a clinical decision, they are Class B with the potential for non-serious injury.</li> </ul>		
<b>Usage / Installed Libraries:</b> <ul style="list-style-type: none"> <li>v2010 through v2025: Compiled directly into Corridor4DM</li> <li>v2023, v2024, v2025: libiomp5md.dll (5.0.2011.606)</li> </ul>		

5.2.5.1. Validation

This component is validated during Software Verification and Validation.

5.2.5.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found 3 IPP items all related to the cryptography libraries which are not used by INVIA.

5.2.5.3. Anomaly Review: No issues

Currently, there are no anomalies have been reported in the components that are used by Corridor4DM (reference Cybersecurity Surveillance Log).

### 5.2.6. Ceres Solver

**Purpose**

Library used by 4DM for non-linear least squares curve fitting during kinetic analysis on the Reserve screen.

**Safety Classification: B**

- The Ceres library is involved with numerical computations specific to Reserve. Since they are involved in the computation of diagnostic values that could affect a clinical decision, they are Class B with the potential for non-serious injury.

**Usage / Installed Libraries:**

Location: \Program Files\INVIA\Corridor4DM

- v2010 through v2015: Not used.
- v2016 through v2025: ceres.dll

#### 5.2.6.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.6.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA

#### 5.2.6.3. Anomaly Review: No issues

A review of the open issues listed here ([http://ceres-solver.org/version\\_history.html](http://ceres-solver.org/version_history.html)) shows no security issues. Each release report since our supported version was reviewed and there are no reported anomalies.

### 5.2.7. Eigen

**Purpose**

Linear algebra template library used internally by Ceres Solver.

**Safety Classification: B**

- The Eigen library is involved with numerical computations specific to Reserve. Since they are involved in the computation of diagnostic values that could affect a clinical decision, they are Class B with the potential for non-serious injury.

**Usage / Installed Libraries:**

Location: \Program Files\INVIA\Corridor4DM

- v2010 through v2015: Not used.
- v2016 through v2025: ceres.dll v3.2.10

#### 5.2.7.1. Validation

This component is validated during Software Verification and Validation.



#### 5.2.7.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA

#### 5.2.7.3. Anomaly Review: No Risk

A review of the open issues listed here <https://gitlab.com/libeigen/eigen/-/issues>) shows no security issues. Each release report since our supported version was reviewed and there are no reported anomalies.

### 5.2.8. ExpertPDF Creator (Deprecated)

Purpose
Used by 4DM to convert exported reports from RTF to PDF
<b>Safety Classification: A</b> <ul style="list-style-type: none"> <li>The Export PDF Creator is used to create Reports from RTF. Since this is simply a format conversion (RTF to PDF), there is no risk that clinical data will be compromised resulting in clinical risk.</li> </ul>
<b>Usage / Installed Libraries:</b> Location: \Program Files\INVIA\Corridor4DM <ul style="list-style-type: none"> <li>v2010 through v2015: epdfcreator.dll (5.0.0.0)</li> <li>Deprecated, replaced by TX TextControl in v2016 and later.</li> </ul>

#### 5.2.8.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.8.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA

#### 5.2.8.3. Anomaly Review: No issues

A review of the company website (<https://www.expert-pdf.com/>) found no security issues.

### 5.2.9. Ultimate PDF Viewer

Purpose	
Used by 4DM to display PDF data extracted from DICOM Encapsulated PDF files on the PDF Viewer screen.	
<b>Safety Classification:</b> A	
<ul style="list-style-type: none"><li>The Ultimate PDF Viewer is used to display PDF files within 4DM. Since this is simply a reader with a conversion to a bitmap for display, there is no risk that clinical data will be compromised resulting in clinical risk.</li></ul>	
<b>Usage:</b>	
<ul style="list-style-type: none"><li>v2010 through v2015:</li></ul>	Not used.
<ul style="list-style-type: none"><li>v2016 through v2025:</li></ul>	6.2.40.50425
<b>Installed Libraries</b>	
Location: \Program Files\INVIA\Corridor4DM	
<ul style="list-style-type: none"><li>ComponentPro.PdfViewer.XML</li><li>ComponentPro.PdfInspector.dll</li><li>ComponentPro.PdfViewer.dll</li><li>ComponentPro.Windows.Common.dll</li></ul>	

#### 5.2.9.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.9.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no vulnerability issues.

#### 5.2.9.3. Anomaly Review: No issues

This product is no longer maintained and will be deprecated in the next (V2026) release.

### 5.2.10. TX Text Control

Purpose	
Used by Reporting and Admin to create, edit, preview, print, and save reports and report templates in RTF and PDF format.	
<b>Safety Classification:</b> A	
<ul style="list-style-type: none"><li>TX Text Control is used to display and format clinical reports for export. There is no risk that clinical data will be compromised in this process that can result in clinical risk.</li></ul>	
<b>Usage:</b>	
<ul style="list-style-type: none"><li>v2016, v2017, v2018</li></ul>	22.0.2200.500
<ul style="list-style-type: none"><li>v2023, v2024:</li></ul>	26.0.730.500
<ul style="list-style-type: none"><li>v2025:</li></ul>	32.0.1000.500

**Installed Libraries ()**

Location: \Program Files\INVIA\Corridor4DM

**v2016, v2017, v2018**

tx22\_css.dll  
tx22\_doc.dll  
tx22\_dox.dll  
tx22\_htm.dll  
tx22\_pdf.dll  
tx22\_rtf.dll  
tx22\_xml.dll  
TXDocumentServer.dll  
TXDocumentServer.Windows.Forms.dll  
txic.dll  
txkernel.dll  
txpdf.dll  
TXTextControl.dll  
TXTextControl.Windows.Forms.dll  
txtools.dll

**v2023, v2024**

tx26\_css.dll  
tx26\_doc.dll  
tx26\_dox.dll  
tx26\_htm.dll  
tx26\_pdf.dll  
tx26\_rtf.dll  
tx26\_xml.dll  
TXDocumentServer.dll  
TXDocumentServer.Windows.Forms.dll  
TXDrawing.dll  
TXDrawing.Windows.Forms.dll  
txic.dll  
txkernel.dll  
txpdf.dll  
TXTextControl.dll  
TXTextControl.Server.dll  
TXTextControl.Windows.Forms.dll  
txtools.dll

**v2025**

tx32\_css.dll  
tx32\_doc.dll  
tx32\_dox.dll  
tx32\_htm.dll  
tx32\_pdf.dll  
tx32\_rtf.dll  
tx32\_xml.dll  
TXBarcode.dll  
TXBarcode.Windows.Forms.dll  
TXDocumentServer.dll  
TXDocumentServer.Windows.Forms.dll  
TXDrawing.dll  
TXDrawing.Windows.Forms.dll  
txic.dll  
TXImageProvider.dll  
txkernel.dll  
txpdf.dll  
TXSVGGenerator.dll  
TXTextControl.dll  
TXTextControl.Server.dll

	TXTextControl.Windows.Forms.dll txtools.dll	
--	--	--

#### 5.2.10.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.10.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA

#### 5.2.10.3. Anomaly Review: No issues

A review of the company website (<http://www.textcontrol.com/>) found no security issues.

### 5.2.11. Tiff Library (Deprecated)

Purpose
<p>Used by 4DM to create screen captures in TIFF format</p> <p><b>Safety Classification: A</b></p> <ul style="list-style-type: none"> <li>The Tiff library is used to create static captures of display data. Since these static captures are not intended for clinical diagnostic review, there is no clinical risk with this component.</li> <li>Base TIFF code is v4.2 (1994)</li> </ul> <p><b>Usage:</b></p> <ul style="list-style-type: none"> <li>v2010,v2012,v2013,v2015,v2016,v2017.0/1: v4.2 (1994)</li> <li>Deprecated in v2017.0.2. Replaced by .NET code.</li> </ul> <p><b>Installed Libraries</b></p> <ul style="list-style-type: none"> <li>None. Compiled directly into Corridor4DM.</li> </ul>

#### 5.2.11.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.11.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA use of this product.

#### 5.2.11.3. Anomaly Review: No issues

Monitoring anomalies is not necessary since this software has been deprecated and is not in the product any longer.

### 5.2.12. JPEG Library (Deprecated)

**Purpose**

Used by 4DM to create screen captures in JPEG format

**Safety Classification: A**

- The JPEG library is used to create static captures of display data. Since these static captures are not intended for clinical diagnostic review, there is no clinical risk with this component.
- Base TIFF code is 6b (1998)

**Usage:**

- v2010,v2012,v2013,v2015,v2016,v2017.0/1: v6b (1998)
- Deprecated in v2017.0.2. Replaced by .NET code.

**Installed Libraries**

- None. Compiled directly into Corridor4DM.

#### 5.2.12.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.12.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA use of this product.

#### 5.2.12.3. Anomaly Review: No issues

Monitoring anomalies is not necessary since this software has been deprecated and is not in the product any longer.

### 5.2.13. MyDICOM Toolkit

**Purpose****DICOM Toolkit**

Used to implement DICOM network services in for transfers

**Safety Classification: A**

- The MyDICOM library is used to communicate and transfer image files between DICOM compliant devices. Since it is not used to rewrite the image data, there is no clinical risk with this component.

**Usage / Installed Libraries (Corridor4DM)**

Location: \Program Files\INVIA\Corridor4DM

- v2013 through v2025: MyDICOM.SDK.6.X.dll (6.0.0.0)

#### 5.2.13.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.13.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA.

#### 5.2.13.3. Anomaly Review: No issues

A review of the company website (<https://wiserserv.com/>) found no security issues.

#### 5.2.14. HASP Runtime (Deprecated)

##### **Purpose**

##### **Licensing Software using HASP Dongles**

Used by Corridor4DM to support SafeNET HASP dongles for licensing

##### **Safety Classification: A**

- The HASP Runtime library is used to license the Corridor4DM product. Since it is not involved with clinical data, there is no clinical risk with this component.

##### **Usage:**

- v2010, v2012: haspdinst.exe (5.90.15164.1)
  - Installed only on request.
  - Not used on Vendor Integrations for GE, Philips, and Siemens.
- Deprecated in v2013, replaced by Reprise License Manager.

##### **Installed Components**

- Service is installed that monitors port 1947

#### 5.2.14.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.14.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA use of this product.

#### 5.2.14.3. Anomaly Review: No issues

Monitoring anomalies is not necessary since this software has been deprecated and is not in the product any longer.

5.2.15. Reprise License Manager

Purpose
<p><b>Licensing Software</b> Used by 4DM to support software-based concurrent licensing</p> <p><b>Safety Classification: A</b></p> <ul style="list-style-type: none"> <li>The RLM software is used to license the Corridor4DM product. Since it is not involved with clinical data, there is no clinical risk with this component.</li> </ul> <p><b>Usage:</b></p> <ul style="list-style-type: none"> <li>Installed ONLY for License Managers.</li> <li>Not used on Vendor Integrations for GE, Philips, and Siemens.</li> </ul> <p>Versions</p> <ul style="list-style-type: none"> <li>v2012 through v2018 (12.1 BL2)</li> <li>v2023, v2024 : Version 12.4.2</li> <li>v2025 : Version 16.1.1.0</li> </ul> <p><b>Installed Components</b> (License Managers only)</p> <ul style="list-style-type: none"> <li>Service is installed that monitors ports 5053, 5054, and 5055</li> </ul> <p><b>Installed Libraries</b> (since v2023) Location: \Program Files\INVIA\</p> <ul style="list-style-type: none"> <li>rlm1242.dll (v2023, v2024)</li> <li>rlm1611.dll (v2025)</li> </ul>

5.2.15.1. Validation

This component is validated during Software Verification and Validation.

5.2.15.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA

5.2.15.3. Anomaly Review: No issues

A review of the company website (<http://www.reprisesoftware.com/support/>) found no security issues.

#### 5.2.16. Xceed Toolkit for WPF

**Purpose**

Used by Reporting and Admin for UI controls, such as numeric spinners or color controls.

**Safety Classification: A**

- Xceed Toolkit is used to give a user a better experience when assigning or changing data. There is no risk that clinical data will be compromised that can result in clinical risk.

**Usage / Installed Libraries:**

Location: \Program Files\INVIA\Corridor4DM

- v2023,v2024, v2025: Xceed.Wpf.Toolkit.dll (3.8.0.0)

##### 5.2.16.1. Validation

This component is validated during Software Verification and Validation.

##### 5.2.16.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA

##### 5.2.16.3. Anomaly Review: No issues

A review of the company website ([WPF Toolkit Plus | Xceed](#)) found no security issues.

#### 5.2.17. Microsoft Windows APICodePack

**Purpose**

Used by 4DM and Admin for folder selection.

**Safety Classification: A**

- This is used to give a user a better experience when choosing a folder. There is no clinical risk.

**Usage:**

- v2023, v2024, v2025

**Installed Libraries**

Location: \Program Files\INVIA\Corridor4DM

- Microsoft.WindowsAPICodePack.dll (1.1.0.0)
- Microsoft.WindowsAPICodePack.Shell.dll (1.1.0.0)

##### 5.2.17.1. Validation

This component is validated during Software Verification and Validation.

##### 5.2.17.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA



### 5.2.17.3. Anomaly Review: No issues

A review of the source website (<https://github.com/contre/Windows-API-Code-Pack-1.1/issues>) found no security issues.

### 5.2.18. Microsoft Xaml Behaviors

**Purpose**

Used by 4DM and Admin and Reporting for minor UI effects (e.g., mouse wheel scrolling in a control).

**Safety Classification: A**

- This is used to give a user a better experience. There is no clinical risk.

**Usage / Installed Libraries:**

Location: \Program Files\INVIA\Corridor4DM

- v2023, v2024, v2025: Microsoft.Xaml.Behaviors.dll (1.1.19.35512)

#### 5.2.18.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.18.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found no issues related to INVIA

#### 5.2.18.3. Anomaly Review: No issues

A review of the source website (<https://github.com/microsoft/XamlBehaviors/issues>) found no security issues.

### 5.2.19. Newtonsoft Json.net

**Purpose**

Used by 4DM to translate XML to Json and read Json formatted files. Also used by 4DM to create and parse Json formatted data exchanged with DicomWeb servers.

**Safety Classification: A**

- A data storage and exchange format. The data is not modified so there is no risk that clinical data will be compromised resulting in clinical risk.

**Usage / Installed Libraries:**

Location: \Program Files\INVIA\Corridor4DM

- v2023, v2024: Newtonsoft.Json.dll (12.0.3.23909)
- v2025: Newtonsoft.Json.dll (13.0.3)

#### 5.2.19.1. Validation

This component is validated during Software Verification and Validation.

#### 5.2.19.2. Cybersecurity Surveillance: No issues

A search of the NVD vulnerability database (<https://nvd.nist.gov/vuln>) found one issue but it was not in the code exercised in the INVIA products.

#### 5.2.19.3. Anomaly Review: No issues

A review of the source website (<https://stackoverflow.com/questions/tagged/json.net>) found no security issues.

## 6. Licensed Software Requirements

The following components are integrated into our secure development lifecycle (SDLC) and validated as part of the finished medical device. Source components are maintained by the designated Licensor and/or software code community/repository. All updates are monitored and applied in accordance with our cybersecurity review process. Each component has been reviewed for compatibility and security and is used in compliance with INVIA's licensing terms.

### 6.1. VC Runtime

Licensor	Microsoft Corporation
Version	See Section on OTS Software Components.
System Requirements	Windows OS
Licensing requirements	To redistribute the Visual C++ Runtime files, INVIA must have a valid licensed copy of Visual Studio. INVIA maintains valid licensing for the Microsoft Visual Studio application.  See <a href="#">License Terms   Microsoft Visual C++ Runtime 2015-2022 - Visual Studio</a>
Cost implications	None
Labeling & packaging requirements	None
Reference	<a href="#">Visual Studio 2012 Update 4 Release Notes</a>
Terms	INVIA uses this component in accordance with licensing and distribution terms. INVIA redistributes unmodified versions of the provided installers that run as prerequisites during the installation of 4DM. See <a href="#">Visual Studio 2012 Redistribution</a>  Maintenance and updates are provided by Microsoft.

## 6.2. .NET Framework

Licensor	Microsoft Corporation
Version	See Section on OTS Software Components.
System Requirements	Windows OS
Licensing requirements	To redistribute the .NET Framework with an application, INVIA must have a valid licensed copy of the Microsoft .NET Framework SDK or Visual Studio.  INVIA maintains multiple valid licensed copies of Visual Studio.
Cost implications	None
Labeling & packaging requirements	None
Reference	<a href="http://msdn.microsoft.com/en-us/library/ee942965(v=vs.100).aspx">http://msdn.microsoft.com/en-us/library/ee942965(v=vs.100).aspx</a>
Terms	INVIA uses this component in accordance with licensing and distribution terms (terms listed above under Licensing Requirements and online at <a href="https://learn.microsoft.com/en-us/visualstudio/releases/2013/2012-redistribution-vs">https://learn.microsoft.com/en-us/visualstudio/releases/2013/2012-redistribution-vs</a> ).  Maintenance and updates are provided by Microsoft.

## 6.3. Windows Media Player

Licensor	Microsoft Corporation
Version	See Section on OTS Software Components.
System Requirements	Windows OS
Licensing requirements	Windows Media Player is redistributed as a convenience to systems where it was not installed as part of the OS.
Cost implications	None
Labeling & packaging requirements	None
Reference	N/A
Terms	INVIA uses this component in accordance with licensing and distribution terms.  Maintenance and updates are provided by Microsoft.

#### 6.4. Adobe Acrobat Reader

Licensor	Adobe Systems Incorporated
Version	See Section on OTS Software Components.
System Requirements	Windows OS
Licensing requirements	We may distribute the software as a part of our distributed product through electronic means, such as electronic download, for example bundled in our installer and on physical media. The Software is to be distributed in complete form and only for purposes of complete installation and use by the end user. The Software must not be configured or distributed for use without installation
Cost implications	None
Labeling & packaging requirements	None
Reference	<a href="http://www.adobe.com/">http://www.adobe.com/</a>
Terms	INVIA uses this component in accordance with licensing and distribution terms. License details are available in Appendix A and at <a href="#">Adobe 2021 UPDATE - Reader Runtime Distribution License - 20210210 (en_US)</a> .  Maintenance and updates are provided by Adobe.

#### 6.5. Intel IPP Library

Licensor	Intel Corporation
Version	See Section on OTS Software Components.
System Requirements	Microsoft Windows 10 and Windows Server 2016, or a higher version.
Licensing requirements	INVIA has a license to develop and distribute applications using the Intel IPP (Image Processing Primitives) library. Each developer has a separate license. No runtime licensing is required.  Intel® IPP is currently provided under the Intel Simplified Software License, available <a href="#">here</a> . Intel® IPP is redistributable under the terms of that license.
Cost implications	None
Labeling & packaging requirements	In accordance with the Licensing requirements above, the copyright below is provided in Corridor4DM's User Guide (page 2):  Copyright (C) 2023 Intel Corporation.
Reference	<a href="https://software.intel.com/content/www/us/en/develop/tools/integrated-performance-primitives.html">https://software.intel.com/content/www/us/en/develop/tools/integrated-performance-primitives.html</a>
Terms	INVIA uses this component in accordance with the licensing terms above. License details are available in Appendix A.

## 6.6. Ceres Solver

Licensors	Google Inc.
Version	See Section on OTS Software Components.
System Requirements	The ceres.dll is compiled and linked using Visual Studio. Ceres doesn't have any dependencies other than the C++ standard library.
Licensing requirements	<p>INVIA uses Ceres Solver, licensed under the New BSD license, whose terms are as follows.</p> <p>Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:</p> <ol style="list-style-type: none"> <li>1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.</li> <li>2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.</li> <li>3. Neither the name of Google Inc., nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.</li> </ol> <p>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 Google Inc. 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.</p>
Cost implications	None
Labeling & packaging requirements	<p>In accordance with the Licensing requirements above, the copyright below is provided in Corridor4DM's User Guide (page 2):</p> <p>Copyright 2023 Google Inc. All rights reserved.</p>
Reference	<a href="http://ceres-solver.org/">http://ceres-solver.org/</a>
Terms	INVIA uses Ceres Solver in accordance with licensing and distribution terms (New BSD license). License details are available in Appendix A and at <a href="#">License — Ceres Solver</a> .

## 6.7. Eigen

Licensors	<a href="http://eigen.tuxfamily.org/">http://eigen.tuxfamily.org/</a>
Version	3.2.10
System Requirements	The ceres.dll is compiled and linked using Visual Studio. Eigen doesn't have any dependencies other than the C++ standard library.
Licensing requirements	<p>Eigen based on Q8 of the MPL2 FAQ (<a href="https://www.mozilla.org/en-US/MPL/2.0/FAQ/">https://www.mozilla.org/en-US/MPL/2.0/FAQ/</a>) we must inform recipients of where they can get the source for the MPLed code (Eigen).</p> <p><b>3.1. Distribution of Source Form</b> 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.</p> <p><b>3.2. Distribution of Executable Form</b> If You distribute Covered Software in Executable Form then:</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>
Cost implications	None
Labeling & packaging requirements	In accordance with the distribution terms in Licensing requirements above, instructions to obtain source code are provided below.
Reference	<a href="http://eigen.tuxfamily.org/">http://eigen.tuxfamily.org/</a>
Terms	<p>Built with the "EIGEN_MPL2_ONLY" compiler flag so that only options licensed under the MPL2 license (<a href="https://www.mozilla.org/en-US/MPL/2.0/">https://www.mozilla.org/en-US/MPL/2.0/</a>) are included.</p> <p>INVIA uses Eigen in accordance with licensing and distribution terms MPL2 (terms listed above under Licensing Requirements above. License details are available in Appendix A and at <a href="https://www.mozilla.org/en-US/MPL/2.0/">https://www.mozilla.org/en-US/MPL/2.0/</a>).</p> <p>In accordance with the terms of the MPL 2.0, the source code for these components is available and may be obtained by reasonable means in a timely manner. The source code for the component can be accessed from <a href="#">libeigen / eigen · GitLab</a>.</p>

## 6.8. ExpertPDF PDF Creator (deprecated)

This component was last used in Corridor4DM v2015. If interested in components used in prior Corridor4DM releases, licensing terms can be obtained from INVIA on request.

## 6.9. Ultimate PDF Viewer

Licensors	ComponentPro
Version	See Section on OTS Software Components.
System Requirements	<p>Windows OS (XP and later)</p> <p>Developers can use the library in any .NET languages like C#, VB.NET, J#, C++, and F#. The following are supported platforms:</p> <ul style="list-style-type: none"> <li>.NET Framework: 2.0, 3.5, 4.0, 4.5, 4.5.1</li> </ul>
Licensing requirements	<p>INVIA has a license to distribute this component. No runtime licensing is required. However, according to section 7 of the licensing agreement we are required to inform end users that they are not allowed to use the software independently from our product. See section 3.3.</p> <p>“The end user will not use the ComponentPro DLLs independently from Corridor4DM unless they obtain appropriate licenses from ComponentPro.”</p>
Cost implications	None
Labeling & packaging requirements	<p>In accordance with the Licensing requirements above, the statement below is present in Corridor4DM’s User Guide (page 2):</p> <p>“The end user will not use the ComponentPro DLLs independently from Corridor4DM unless they obtain appropriate licenses from ComponentPro.”</p>
Reference	<a href="http://www.componentpro.com/">http://www.componentpro.com/</a>
Terms	A copy of the license agreement can be obtained from INVIA upon request.

#### 6.10. TxTextControl

Licenser	Text Control GmbH
Version	See Section on OTS Software Components.
System Requirements	<p>Windows OS (7 and later)</p> <p>TX Text Control .NET supports the following development environments or scripting engines:</p> <ul style="list-style-type: none"> <li>• Microsoft Visual C# .NET</li> </ul> <p>TX Text Control .NET supports the following Microsoft .NET Frameworks:</p> <ul style="list-style-type: none"> <li>• .NET 4.0</li> <li>• .NET 4.5</li> </ul>
Licensing requirements	INVIA maintains licenses to develop and distribute applications using the TxTextControl library. Each developer has a separate license. No runtime licensing is required.
Cost implications	None
Labeling & packaging requirements	None
Reference	<a href="#">Text Control: Digital Document Processing Components for Developers of Web, Mobile, Cloud and Desktop Applications</a>
Terms	INVIA uses TxTextControl in accordance with licensing and distribution terms. License details are available in Appendix A and at <a href="#">tx_text_control_dotnet_license.pdf</a> .

#### 6.11. Libtiff (deprecated)

This component was last used in Corridor4DM v2017. If interested in components used in prior Corridor4DM releases, licensing terms can be obtained from INVIA on request.

#### 6.12. libjpeg (deprecated)

This component was last used in Corridor4DM v2017. If interested in components used in prior Corridor4DM releases, licensing terms can be obtained from INVIA on request.



### 6.13. MyDICOM Toolkit

Licensor	MyDICOM, LLC ( <a href="#">Wiser Technologies and Services</a> )
Version	See Section on OTS Software Components.
System Requirements	None. This is a C# Software Development Kit (SDK).
Licensing requirements	Per the MyDICOM distribution agreement, MyDICOM grants the user a limited, nonexclusive, royalty-free license to reproduce and distribute the object code form of the MyDICOM.NET C# SDK ("Redistributable Code").  INVIA maintains a DICOM.NET C# SDK End User License Agreement to use and distribute this component. No runtime licensing is required. INVIA does not create derivatives or modify source code that would be subject to an "Excluded License".
Cost implications	None
Labeling & packaging requirements	None
Reference	<a href="https://wiserserv.com/">https://wiserserv.com/</a>
Terms	INVIA uses MyDICOM in accordance with licensing and distribution terms listed above. The full distribution terms are available from INVIA upon request.

### 6.14. HASP Runtime (deprecated)

This component was last used in Corridor4DM v2012. If interested in components used in prior Corridor4DM releases, licensing terms can be obtained from INVIA on request.

### 6.15. Reprise License Manager

Licensor	Reprise Software, Inc.
Version	<b>V10.0:</b> C4DM v2012 - v2017 <b>V12.0:</b> C4DM v2017.0.2 -
System Requirements	Windows OS (7 and later)
Licensing requirements	INVIA maintains a license to distribute the license server and programs linked against the license client APIs. No runtime licensing is required.
Cost implications	None
Labeling & packaging requirements	None
Reference	<a href="http://www.reprisesoftware.com/">http://www.reprisesoftware.com/</a>
Terms	INVIA uses License Manager in accordance with licensing and distribution terms. A full copy of the licensing agreement is available from INVIA by request.

### 6.16. Xceed Toolkit for WPF

Licensor	Xceed
Version	See Section on OTS Software Components.
System Requirements	Windows OS (XP and later)
Licensing requirements	No runtime licensing is required.

	<ul style="list-style-type: none"> <li>If Licensee distributes the Redistributable Files, Licensee agrees to: (i) not supply an Xceed license key to end users, except if it is embedded in Licensee's product's object or intermediate code; (ii) not use Xceed's name, logo or trademarks to market a software product; (iii) include a copyright notice on Licensee's software product; (iv) indemnify, hold harmless, and defend Xceed from and against any claims or lawsuits, and reasonable attorney's fees, that arise or result from the use and distribution of Licensee's software product; (v) not permit further distribution of the Redistributable Files by user(s) or end user(s) of Licensee's software product; and (vi) distribute only products/projects/applications that were created and completed under an active subscription.</li> </ul>
Cost implications	None
Labeling & packaging requirements	<p>In accordance with the Licensing requirements above, the copyright notice is provided in Corridor4DM's User Guide (page 2):</p> <p>The Software is Copyright ©1994-2025 Xceed Software Inc., all rights reserved. The Software is protected by Canadian and United States copyright laws, international treaties and all other applicable national or international laws.</p>
Reference	<a href="#">WPF Toolkit Plus   Xceed</a>
Terms	<p>INVIA maintains a Blueprint License for the Toolkit and uses in accordance with licensing and distribution terms. (The Blueprint license includes source.)</p> <p>For Xceed licensing terms, see Appendix A and <a href="#">xceed-software-license-agreement-jan-25.pdf</a>.</p>

#### 6.17. Microsoft Windows APICodePack

Licensors	Microsoft Corporation
Version	See Section on OTS Software Components.
System Requirements	Windows OS
Licensing requirements	This software is available to use with the Microsoft Custom license.
Cost implications	None
Labeling & packaging requirements	None
Reference	<a href="#">GitHub - windowsdevops/Windows-API-Code-Pack: Windows API Code Pack</a>
Terms	INVIA uses this component in accordance with the licensing terms above. License details are available in Appendix A.

## 6.18. Microsoft Xaml Behaviors

Licensors	Microsoft Corporation
Version	See Section on OTS Software Components.
System Requirements	Windows OS
Licensing requirements	<p>This software is available to use with the <a href="#">MIT license</a>.</p> <p>The MIT License (MIT) Copyright (c) 2015 Microsoft</p> <p>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:</p>
Cost implications	None
Labeling & packaging requirements	<p>In accordance with the Licensing requirements above, the copyright notice is provided in Corridor4DM's User Guide (page 2):</p> <p>Copyright (c) 2015 Microsoft</p> <p>Permission statements are included in part above. Please see Appendix A for the full text.</p>
Reference	<a href="https://github.com/Microsoft/XamlBehaviors">https://github.com/Microsoft/XamlBehaviors</a>
Terms	<p>INVIA uses this component in accordance with the licensing terms.</p> <p>License details are available in Appendix A.</p> <p>The source code and documentation for XAML Behaviors are available on <a href="#">GitHub</a>.</p>

## 6.19. Json.net

Licensors	Newtonsoft
Version	See Section on OTS Software Components.
System Requirements	None. The package is highly portable code.
Licensing requirements	<p>This software is available to use with the MIT license.</p> <p>The MIT License (MIT) Copyright (c) 2007 James Newton-King</p>
Cost implications	None
Labeling & packaging requirements	<p>In accordance with the Licensing requirements above, the copyright notice is provided in Corridor4DM's User Guide (page 2):</p> <p>Copyright (c) 2007 James Newton-King</p>
Reference	<a href="https://www.newtonsoft.com/json">https://www.newtonsoft.com/json</a>

Terms	INVIA uses Json.net in accordance with licensing and distribution terms.  License details are available in Appendix A and at <a href="#">Newtonsoft.Json - MIT LICENSE TERMS</a> .
-------	--

## 7. License Text

The license text that is required is identified under Labeling and Packaging requirements for each application in Section 6.

Full text copies of licensing terms are available in Appendix A for designated components.

## 8. Anomaly Review

Anomaly reviews each licensed OTS software is noted in Section 6.

Currently, there are no known anomalies with any of the OTS items listed here that affect ***Corridor4DM***.

**APPENDIX A: Full Text License Information**

**ADOBE INC.**  
**ADOBE ACROBAT READER DC**  
**DISTRIBUTION LICENSE AGREEMENT FOR USE ON PERSONAL COMPUTERS**

This Distribution License Agreement (along with all exhibits and attachments hereto, the "**Agreement**") is an agreement between the party listed on Exhibit A ("**Distributor**") and Adobe (as defined below). By indicating acceptance of this Agreement at [https://www.adobe.com/cfusion/mmform/index.cfm?name=distribution\\_form](https://www.adobe.com/cfusion/mmform/index.cfm?name=distribution_form) or by distributing the distributable version of the Software provided to Distributor by Adobe, Distributor agrees to the terms of this Agreement. The individual who accepts this Agreement represents and warrants that he or she has the authority to bind Distributor. This Agreement is effective against Adobe only if Distributor has provided Adobe with information about its intended distribution and Adobe has confirmed its acceptance of this Agreement in writing to Distributor.

---

## CONTENTS

- Agreed Terms set forth below
- Exhibit A – Distributor Details and Product Descriptions

---

## AGREED TERMS

In consideration of the mutual promises set forth herein, the parties hereby agree as follows:

### 1. DEFINITIONS

#### 1.1 Definitions

In this Agreement, unless otherwise stated:

- (A) "**Adobe**" means (i) Adobe Inc., a Delaware corporation, located at 345 Park Avenue, San Jose, California 95110, USA, if Distributor is located in the United States, Canada or Mexico; otherwise it means (ii) Adobe Systems Software Ireland Limited, a company incorporated in Ireland, located at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland.
- (B) "**Authorized Operating System(s)**" means the desktop or standard-laptop version(s) of the operating system(s) set forth in Exhibit A which, in any event, is one of the Authorized Operating Systems listed, in the case of the Adobe Acrobat Reader DC, at <http://www.adobe.com/products/reader/tech-specs.html>. For the avoidance of doubt, "Authorized Operating Systems" does not include embedded or device versions of such operating systems.
- (C) "**Distributor Product**" or "**Distributor Service**" means Distributor product or service identified in Exhibit A.
- (D) "**Effective Date**" means the date that Adobe confirms its acceptance of this Agreement in writing to Distributor.
- (E) "**Intranet**" means a secure internal website or server system that is accessible only to Distributor's employees, contractors, or other persons granted access to Distributor's internal networks in the furtherance of Distributor's normal course of business.
- (F) "**Personal Computer**" or "**PC**" means a hardware product which is designed and marketed with the primary purpose of operating a wide variety of productivity, entertainment, and other software applications provided by unrelated third party software vendors, which operates depending upon the use of a full function and full feature set computer operating system of the type(s) then in widespread use with hardware to operate general purpose laptop, desktop, server and large format tablet microprocessor based computers. This

definition of Personal Computer excludes hardware products that are designed and/or marketed to have as their primary purpose any number of the following: television, television receiver, portable media player, audio/video receiver, radio, audio headphone, audio speaker, personal digital assistant ("PDA"), telephone or similar telephony based device, game console, personal video recorder ("PVR"), player for digital versatile disc ("DVD") or other optical media, video camera, still camera, camcorder, video editing and format conversion device, video image projection device, and exclude any similar type of consumer, professional, or industrial device.

- (G) **"Software"** means (a) Adobe Acrobat Reader DC, and (b) Updates to the foregoing software products provided to Distributor by Adobe for distribution under this Agreement.
- (H) **"Updates"** means upgrades, modified versions, updates, additions, and copies to or of the Software provided to Distributor by Adobe for distribution under this Agreement.

## 2. LICENSE, REQUIREMENTS, AND RESTRICTIONS

**2.1** License. Subject to the terms of this Agreement, including the requirements and restrictions below, and only for purposes of achieving the distribution described in this Section 2, Adobe grants Distributor a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce and distribute the Software, for the complete installation and use of the unmodified Software on the Authorized Operating Systems on Personal Computers.

**2.2** Distribution. Distributor may:

- (A) make one copy of an image of the Software on a Distributor computer file server for the purpose of downloading and installing the Software onto computers within Distributor's Intranet, for internal use only;
- (B) Distribute the Software on a standalone basis only on physical media (such as CD-ROMs, DVDs, hard disk, etc.); and
- (C) Distribute the Software as a part of or with Distributor Product or Distributor Service
  - (1) through electronic means such as electronic download --including, without limitation, electronic software download-- for example bundled in Distributor's installer, which in turn, is downloaded through the Internet and
  - (2) on physical media (such as CD-ROMs, DVDs, hard disk, etc.).

The Software is to be distributed in complete form and only for purposes of complete installation and use by the end user. The Software must not be configured or distributed for use without installation.

**2.3** Server Use. Distributor may install one copy of the Software on a computer file server within Distributor's Intranet for the sole and exclusive purpose of allowing use of the Software from an unlimited number of client computers on Distributor's Intranet via (a) the Network File System (NFS) for UNIX versions of the Software, (b) Windows Terminal Services, (c) Citrix, or (d) similar support virtualization technology. Unless otherwise expressly permitted, no other server or network use of the Software is permitted, including robotic process automation. By way of example, the foregoing does not permit Distributor to serve the Software as an element of an Intranet or Internet hosted service.

The rights granted above terminate immediately in the event of Distributor's breach of any provision of this Agreement.

**2.4** Requirements.

- (A) Distributable Version, Access. Distributor may distribute only the version of the Software (with its corresponding installer) provided to Distributor by Adobe upon completion of this Agreement for use on Personal Computers on the specific Authorized Operating System listed in Exhibit A. Distributor may not distribute any version of the Software found elsewhere, including on [www.Adobe.com](http://www.Adobe.com), [www.Macromedia.com](http://www.Macromedia.com), or any other download site on the Internet. Adobe may provide Distributor with access to the distributable version of the Software via electronic download at a specified non-public website.

Distributor may not disclose the location of such website to any third party. Notwithstanding the foregoing, Distributor may distribute Updates to Adobe Acrobat Reader DC that are made available by Adobe at <https://get.adobe.com/reader/> or any successor website.

- (B) New Versions. Upon release of a new version of the Software by Adobe, Distributor will cease all reproduction and distribution of the previous version of the Software no later than six (6) months from the date Adobe makes such new version of the Software commercially available unless otherwise approved by Adobe in writing/email. As used in this section, "new version" means a major new release of the Software. Adobe may notify Distributor when new versions are released.
- (C) Sublicensing Requirements.
  - (1) Distributor will distribute, and will ensure that its distributors and resellers distribute, the Software under the Adobe end user license agreement accompanying the Software.
  - (2) If the Software offers or displays such agreement as a part of its installation, Distributor will not configure the Software to avoid such offer or display.
  - (3) As a specific exception to the above, a Distributor that distributes copies of the Adobe Acrobat Reader DC over an Intranet as permitted by Section 2.2(A) may suppress the display of the end user license agreement in accordance with any customization wizard and documentation provided by Adobe and provided, further, that, prior to such distribution, Distributor accepts the terms of such agreement on behalf of itself and all of its Intranet end users.
  - (4) If no end user license agreement accompanies the Software, Distributor must distribute the Software under an end user license agreement containing the following minimum terms in favor of Distributor and its suppliers: (i) prohibition against distribution and copying, (ii) prohibition against modifications and derivative works, (iii) prohibition against decompiling, reverse engineering, disassembling, and otherwise reducing the software to a human-perceivable form, (iv) provision indicating ownership of software by Distributor and its suppliers, (v) disclaimer of all applicable statutory warranties, to the full extent allowed by law, and (vi) industry standard limitation of liability, including a disclaimer of indirect, special, incidental, punitive, and consequential damages.
  - (5) Distributor will not grant any rights in the Software under a license that: (i) allows modification of the Software, (ii) requires the disclosure or distribution of the Software in source code form, or (iii) allows the distribution of the Software for a fee.
  - (6) Distributor will not make any warranty, express or implied, on behalf of Adobe.
  - (7) If Distributor distributes the Software to a primary or secondary educational institution (each, a "**School**"), Distributor shall require the School to represent and warrant that (i) the School has the authority to provide student personal information to Adobe, or to authorize Adobe to collect student personal information through the Software, and (ii) the School has provided appropriate disclosures to, and obtained consents from, the School's end users, the parents or guardians of students, or any other required individual regarding the School's use of the Software, to the extent such disclosures or consents are required by applicable law or by any agreement to which the School is a party.

## 2.5 Restrictions.

- (A) No Unauthorized Distribution. Unless Distributor has separate written permission from Adobe, it will not distribute the Software in any manner not permitted under the Agreement.
- (B) No Transfer. Distributor may not rent, lease, sublicense, assign, or transfer its rights under this Agreement, or authorize all or any portion of the Software to be copied except as may be expressly permitted herein.
- (C) Default Updater Settings. Distributor may not modify the default updater settings of the Software. As an exception to this prohibition, an IT administrator may modify the default updater settings of copies of the



Software distributed within an Intranet under Section 1.2 (b) and (c) above.

- (D) No Modification, No Reverse Engineering. Distributor may not modify, port, adapt, translate, or create derivative works based upon the Software in any way, including without limitation, removal of the installer program, electronic end user license agreement, "About" section, or any copyright or other proprietary notice that appears in the Software. Distributor shall not reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover the source code, data representations or underlying algorithms, processes, methods, and any other portion of the Software. If the laws of Distributor's jurisdiction give Distributor the right to decompile the Software to obtain information necessary to render the licensed portions of the Software interoperable with other software, Distributor must first request such information from Adobe. Adobe may, in Adobe's discretion, either provide such information to Distributor or impose reasonable conditions, including a reasonable fee, on Distributor's decompilation of the Software to ensure that Adobe and Adobe's suppliers' proprietary rights in the Software are protected. In addition, only Distributor or someone else entitled to use a copy of the Software on its behalf may perform the decompilation. Any information supplied by Adobe or obtained by Distributor, as permitted hereunder, may only be used by Distributor for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software or used for any other act which infringes Adobe or its licensors' copyright.
- (E) Permitted Adobe Acrobat Reader DC Modification. Notwithstanding the prohibition on modification above, Distributor may customize or extend the functionality of the installer for Adobe Acrobat Reader DC as specifically allowed by instructions found at <https://helpx.adobe.com/support.html> or <https://www.adobe.com/devnet/reader.html> (e.g., installation of additional plug-in and help files). Distributor may not otherwise adapt, translate, alter, or modify Adobe Acrobat Reader DC in any way.
- (F) Web Download. Distributor may not make the Software available as a standalone product on the Internet. Distributor may direct end users to obtain the Software through electronic download on a standalone basis by linking to the official Adobe website. Any software distributed with the Software and any website containing a link to an Adobe website must not contain any:
- (1) Adobe logos, product signatures, or trademarks in stylized form unless under separate prior written license (except as permitted in the Agreement),
  - (2) materials that are illegal, pornographic, defamatory, infringing, threatening, invasive of another's privacy, or racially, ethnically or otherwise objectionable, or
  - (3) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines which damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information.
- (G) Adobe Acrobat Reader DC Restrictions. Adobe Acrobat Reader DC is licensed and distributed by Adobe for viewing, distributing, and sharing PDF files.
- (1) Conversion Restrictions. Distributor may not integrate or use Adobe Acrobat Reader DC with any other software, plug-in, or enhancement that uses or relies upon Adobe Acrobat Reader DC when converting or transforming PDF files into other file formats (e.g., a PDF file into a TIFF, JPEG, or SVG file).
  - (2) Plug-in Restrictions. Distributor is not authorized to integrate or use Adobe Acrobat Reader DC with any plug-in software not developed in accordance with the Adobe Reader Integration Key License Agreement.
  - (3) Disabled Features. Adobe Acrobat Reader DC may contain features and functionalities that are hidden or appear disabled or "grayed out." These disabled features will activate only when opening a PDF document that was created using technology keys available only from Adobe. Distributor will not access, or attempt to access, or duplicate the functionality of such disabled features without a valid key, nor will

Distributor otherwise circumvent the technology that controls activation of such features.

- (4) PDF iFilter. Adobe Acrobat Reader DC also includes the object code version of Adobe PDF iFilter ("iFilter"). iFilter may be distributed by Distributor solely as part of Adobe Acrobat Reader DC and solely to search and index text within Adobe PDF formatted documents.

### 3. TRADEMARK USE

**3.1** Adobe grants to Distributor and Distributor accepts, a worldwide, non-exclusive, non-transferable, personal right to use and distribute, under the terms of this Agreement, the "Includes Adobe Acrobat Reader DC" button for print media or such additional or replacement button(s) or logos as Adobe may provide under this agreement (the "Trademarks"). Distributor may use the Trademarks solely in conjunction with the permitted forms of distribution of the Software specified in Section 2 of this agreement, so long as such use also complies with (as applicable) the:

- (A) "Includes Adobe Acrobat Reader DC' Button Guidelines" at <https://www.adobe.com/legal/agreement.html>;
- (B) Any additional guidelines provided by Adobe to Distributor in writing; and
- (C) the "General Trademark Guidelines" at <https://www.adobe.com/legal/permissions/trademarks.html>.

Use of the Trademarks does not give Distributor any right, title, or interest in the Trademarks, other than the license rights granted herein. Distributor may not assign, transfer or sublicense any trademark right granted herein without the prior written consent of Adobe. Distributor agrees not to use the Trademarks in any way that will disparage Adobe or its products, injure Adobe's reputation for high quality or otherwise diminish or damage Adobe's goodwill in the Trademarks or infringe Adobe's intellectual property. Distributor acknowledges the validity of the Trademarks and Adobe's sole ownership of the Trademarks, and that Adobe retains all right, title, and interest in and to the Trademarks. Distributor recognizes the value of the goodwill associated with the Trademarks and acknowledges that such goodwill inures exclusively to the benefit of and belongs to Adobe. Distributor will employ best efforts to use the Trademarks in a manner that does not derogate from Adobe's rights in the Trademarks and will take no action that will interfere with or diminish Adobe's rights in the Trademarks. Distributor may not use the Trademarks in any way as an endorsement or sponsorship by Adobe of any product or service. Distributor agrees not to adopt or use a trademark, service mark, or any other designation confusingly similar to the Trademarks. Further, Distributor agrees to use the Trademarks only in connection with products that:

- (A) meet or exceed all applicable U.S. and foreign labeling and packaging laws and regulations;
- (B) are advertised in compliance with all applicable U.S. and foreign fair advertising laws and regulations;
- (C) comply with all other applicable U.S. and foreign laws and regulations;
- (D) support Adobe products if indicated on packaging and/or advertising materials for Distributor's products;
- (E) are of a quality and reputation consistent with the high quality of Adobe products and services; and
- (F) are advertised in a manner consistent with industry standards.

Distributor will notify Adobe of the locations of its use of the Trademarks and furnish Adobe with suitable specimens of such use. Pursuant to Section 8, Adobe may request copies of Distributor Product to determine if uses of the Trademarks are appropriate; Distributor may not disseminate Distributor Product if Adobe does not approve the uses. Distributor will assist in monitoring and maintaining the quality and form of use of the Trademarks. Adobe may review Distributor's use of the Trademarks at any time to evaluate its compliance with the quality standards described in this agreement. If at any time Adobe determines that Distributor is not maintaining adequate quality standards, Distributor is in breach of this agreement and subject to the termination provisions of in Section 13. Distributor must immediately remedy any material deficiencies in its use of the Trademarks upon reasonable notice from Adobe. Adobe makes no warranties of any kind, either express or implied, with respect to the Trademarks. Adobe will not be liable to Distributor for any consequential, incidental,

or special damages (including loss of business profits) arising from or related to Distributor's use of the Trademarks, even if Adobe has been advised of the possibility of such damages. If Adobe provides Distributor with a substitute Trademark(s), Distributor will bear all liability for continued use of the previous Trademark(s).

- 3.2** Adobe and Adobe Acrobat Reader DC are either registered trademarks or trademarks of Adobe Inc. in the United States and/or other countries.

#### **4. INDEMNIFICATION**

Distributor agrees to indemnify, hold harmless and defend Adobe and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from and against any claims, demands, actions, damages, loss, expenses, and costs, including attorneys' fees, that arise out of or result from (i) Distributor's reproduction or distribution of the Software, (ii) Distributor's breach of this Agreement, or (iii) Distributor's use or distribution of the Trademark(s); provided, however, that Distributor's indemnification obligation will not apply to claims or lawsuits arising out of a claim that either the Software, by itself or in combination with software or hardware not provided by Distributor, or the Trademark(s), infringes any third party patent, copyright, trademark, or other intellectual property right. For the avoidance of doubt, the foregoing exception will not apply to claims arising out of the combination of the Software or Trademark(s) with other software provided by Distributor. Adobe has the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing. Adobe will give Distributor prompt written notice of any claim or lawsuit to which Distributor's indemnification obligation applies. Distributor must fully cooperate with Adobe, at Distributor's expense, in defending or settling any such claim, action, or matter.

#### **5. INTELLECTUAL PROPERTY OWNERSHIP, COPYRIGHT PROTECTION**

The Software and any authorized copies that Distributor makes are the intellectual property of and are owned by Adobe and its suppliers. The structure, organization, and code of the Software are the valuable trade secrets and confidential information of Adobe and its suppliers. The Software is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this Agreement does not grant Distributor any intellectual property rights in the Software and all rights not expressly granted are reserved by Adobe and its suppliers.

#### **6. CONSIDERATION**

Where Distributor distributes the Software to anyone other than its employees and Contractors, then during the Term, Distributor will comply with the marketing, branding and promotional requirements outlined in Exhibit B as well as the guidelines provided in Section 3 (Trademark Use).

#### **7. TECHNICAL SUPPORT**

Adobe is not obligated to provide any support to Distributor, its distributors, or end-users. For information on technical support for Adobe Acrobat Reader DC, please visit Adobe's community forum (available at <https://community.adobe.com/> or a successor website hereto).

#### **8. COPIES OF PRODUCT TO ADOBE**

At Adobe's request Distributor will provide Adobe 2 copies of Distributor Product or 1 membership to Distributor Service free of charge within 72 hours of Adobe's request. This will facilitate resolving potential quality assurance issues brought to Adobe's attention with Distributor's incorporation of Software. In the event Distributor Product or Distributor Service contains Distributor confidential information, Adobe will cooperate with entering into a confidentiality agreement with Distributor.

#### **9. LIMITATION OF LIABILITY**

IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO DISTRIBUTOR FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM THIS AGREEMENT AND/OR DISTRIBUTOR'S USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY

TO THE EXTENT PERMITTED BY APPLICABLE LAW IN DISTRIBUTOR'S JURISDICTION. IN ANY EVENT, ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO FIFTY U.S. DOLLARS (\$50.00).

## 10. WARRANTY DISCLAIMER

THE SOFTWARE AND OTHER INFORMATION LICENSED IN THIS AGREEMENT IS MADE AVAILABLE TO DISTRIBUTOR "AS IS". NEITHER ADOBE NOR ITS SUPPLIERS MAKE ANY WARRANTY AS TO ITS USE OR PERFORMANCE. ADOBE AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY USING THE SOFTWARE. ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF ANY PARTY'S RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. DISTRIBUTOR MAY BE ENTITLED TO WARRANTIES UNDER LAW IN ITS JURISDICTION. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## 11. EXPORT RULES

Distributor agrees, and will ensure that its distributors and resellers agree, that the Software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "**Export Laws**"). In addition, if the Software is identified as export controlled items under the Export Laws, Distributor represents and warrants that Distributor is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) and that Distributor is not otherwise prohibited under the Export Laws from distributing the Software. All rights granted under this Agreement are granted on condition that such rights are forfeited if Distributor fails to comply with the terms of this Agreement.

## 12. GOVERNING LAW

- 12.1** *North America.* If Distributor resides (or is headquartered, if Distributor is a business) in North America (inclusive of United States, Canada, Mexico, United States territories and possessions, and United States military bases wherever located), then this Agreement shall be governed by and construed pursuant to the laws of California, U.S.A., unless preempted by U.S. federal law, regardless of conflict of law rules. Distributor irrevocably consents to the exclusive jurisdiction and venue of the courts in Santa Clara County, California.
- 12.2** If Distributor resides outside of North America, this Agreement shall be governed by and construed pursuant to the laws of Ireland. Distributor irrevocably consents to the exclusive jurisdiction and venue of the courts in Dublin, Ireland.
- 12.3** Notwithstanding any provision in this Agreement, Adobe or Distributor may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. This Agreement will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

## 13. TERM AND TERMINATION

- 13.1** The term of this Agreement is for one year from the Effective Date ("**Term**") unless terminated earlier pursuant to this Section 13. Adobe has the right to terminate this Agreement, in whole or part:
  - (A) without cause upon 30 days written notice; or
  - (B) immediately if Distributor fails to comply with any term of this Agreement.
- 13.2** Upon any such termination, Distributor must cease all reproduction and distribution of the Software, any use of

the Trademarks, and, upon request from Adobe, destroy all copies of the Software in Distributor's possession along with certification of such destruction. However, except in the case of a breach of Section 2, Section 3, or Section 5, Distributor will have a reasonable period of time, not to exceed 90 days, to sell copies of the Distributor Product then in its inventory and to use the then-current version of the Software to the extent necessary for Distributor to support its end users.

#### **14. NOTICE**

All requests and notices given under this Agreement will be in writing and will be and will be emailed to contractnotifications@adobe.com or by personal delivery or by certified or registered mail, return receipt requested (or in the case of notices from Adobe to Distributor, by e-mail) and will be deemed given upon personal delivery, 5 days after deposit in the mail, or upon sending of electronic transmission. Notices from Distributor to Adobe will be sent to the following address: Adobe Inc., 345 Park Avenue, San Jose, California 95110, Attention: General Counsel. Notices from Adobe to Distributor will be sent to the address Distributor provides to Adobe with this Agreement. Distributor warrants that the personal information it provides with this Agreement is accurate and current as of the date Distributor provided such information.

#### **15. GENERAL PROVISIONS**

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorized officer of Adobe. Updates may be licensed to Distributor by Adobe with additional or different terms. This is the entire Agreement between Adobe and Distributor for reproduction and distribution of the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

#### **16. NOTICE TO GOVERNMENT DISTRIBUTORS**

For U.S. Government Distributors, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60 250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

#### **17. AUDIT RIGHT**

Distributor agrees that upon request from Adobe or Adobe's authorized representative, Distributor will within 30 days fully document and certify that Distributor is in conformity with the terms and conditions of this Agreement. During the Term of this Agreement, Distributor will use commercially reasonable efforts to maintain a complete, clear, and accurate record of the number of copies of the Software it distributes during each calendar quarter in a manner sufficient to allow Adobe to verify compliance with the terms and conditions of this Agreement. Adobe has the right to inspect and audit all Distributor relevant books and records relating to the reproduction and distribution of the Software. Information obtained in connection with the audit will only be used to enforce Adobe's rights and determine whether Distributor is in compliance with the terms and conditions of this Agreement. Any such audit may be conducted upon not less than 7 days' notice at Distributor's offices during regular business hours and in such a manner as not to unreasonably interfere with Distributor's normal business activities.

---

*[Intentionally left blank.]*

### **EXHIBIT A**

#### **1. Distributor Information**

Distributor Name:	
Address (including City, State, and/or Country of Incorporation):	
Distributor contact name, email address, and phone number:	

## 2. Software

Adobe Acrobat Reader DC	
Description of Distributor Product or Service:	
Authorized Operating System(s) and platform(s):	
Number of end-users to which Software is distributed to:	
Authorized manner of distribution:	

## ***IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.***

Do not copy, install, or use the Materials provided under this license agreement ("Agreement"), until you have carefully read the following terms and conditions.

By copying, installing, or otherwise using the Materials, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not copy, install, or use the Materials.

### **End User License Agreement for the Intel(R) Software Development Products**

#### **1. LICENSE DEFINITIONS:**

- A. "Materials" are defined as the software, documentation, license key codes and other materials, including any updates and upgrade thereto, that are provided to you under this Agreement. Materials also include the Redistributables, Cluster OpenMP Library, and Sample Source as defined below.
- B. "Redistributables" are the files listed in the following text files that may be included in the Materials for the applicable Intel Software Development Product: clredist.txt, credist.txt, fredist.txt, redist.txt.
- C. "Cluster OpenMP Library", is comprised of the files listed in the "clredist.txt" file specified above, is the Intel(R) Cluster OpenMP\* Library add-on option to the Intel(R) C++ Compiler for Linux\* and Intel(R) Fortran Compiler for Linux\* products ("Intel Compiler for Linux"). The use of the Cluster OpenMP Library is conditioned on having a valid license from Intel for the Cluster OpenMP Library and for either Intel Compiler for Linux, and further is governed by the terms and conditions of the license agreement for applicable the Intel Compiler for Linux.
- D. "Source Code" is defined as the Materials provided in human readable format, whether unmodified or modified by you.
- E. "Sample Source" is the Source Code file(s) that: (i) demonstrate certain limited functions included in the binary libraries of the Intel(R) Integrated Performance Primitives ("Intel(R) IPPs"); (ii) are identified as Intel IPP sample source code; (iii) are obtained separately from Intel after you register your copy of the Intel Integrated Performance Primitives product with Intel; and (iv) are subject to all of the terms and conditions of this Agreement.
- F. "Microsoft Platforms" means any current and future Microsoft operating system products, Microsoft run-time technologies (such as the .NET Framework), and Microsoft application platforms (such as Microsoft Office or Microsoft Dynamics) that Microsoft offers.

#### **2. LICENSE GRANT:**

- A. Subject to all of the terms and conditions of this Agreement, Intel Corporation ("Intel") grants to you a non-exclusive, non-assignable, copyright license to use the Materials.
- B. Subject to all of the terms and conditions of this Agreement, Intel grants to you a non-exclusive, non-assignable copyright license to modify the Materials, or any portions thereof, that are (i) provided in Source Code form or, (ii) are defined as Redistributables and are provided in text form.
- C. Subject to all of the terms and conditions of this Agreement and any specific restrictions which may appear in the Redistributables text files, Intel grants to you a non-exclusive, non-assignable, fully-paid copyright license to distribute (except if you received the Materials under an Evaluation License as specified below) the Redistributables, including any modifications pursuant to Section

2.B, or any portions thereof, as part of the product or application you developed using the Materials. If such application is a software development library, then attribution, as specified in the product release notes of the corresponding Materials, shall be displayed prominently in that application's product documentation and on the application's product web site.

### 3. LICENSE RESTRICTIONS:

- A. If you receive your first copy of the Materials electronically, and a second copy on media, then you may use the second copy only in accordance with your applicable license stated in this Agreement, or for backup or archival purposes. You may not provide the second copy to another user.
- B. You may NOT: (i) use or copy the Materials except as provided in this Agreement; (ii) rent or lease the Materials to any third party; (iii) assign this Agreement or transfer the Materials without the express written consent of Intel; (iv) modify, adapt, or translate the Materials in whole or in part except as provided in this Agreement; (v) reverse engineer, decompile, or disassemble the Materials; (vi) attempt to modify or tamper with the normal function of a license manager that regulates usage of the Materials; (vii) distribute, sublicense or transfer the Source Code form of any components of the Materials, Redistributables and Sample Source and derivatives thereof to any third party except as provided in this Agreement; (viii) distribute Redistributables except as part of a larger program that adds significant primary functionality different from that of the Redistributables; (ix) distribute the Redistributables to run on a platform other than a Microsoft Platform if per the accompanying user documentation the Materials are meant to execute only on the Microsoft Platforms; (x) include the Redistributables in malicious, deceptive, or unlawful programs; or (xi) modify or distribute the Source Code of any Redistributable so that any part of it becomes subject to an Excluded License. An **"Excluded License"** is one that requires, as a condition of use, modification, or distribution, that (a) the code be disclosed or distributed in source code form; or (b) others have the right to modify it.
- C. The scope and duration (time period) of your license depends on the type of license you obtained from Intel. The variety of license types are set forth below, which may not be available for all "Intel(R) Software Development Products" and therefore may not apply to the Materials. For more information on the types of licenses, please contact Intel or your sales representative.
  - i. **PRE-RELEASE LICENSE:** If you are using the Materials under the control of a pre-release license, (a) the Materials are pre-release code (e.g., beta release, etc), which may not be fully functional and which Intel may substantially modify in producing any commercial version, and which Intel can provide no assurance that it will ever produce or make generally available a commercial version, and (b) you as an individual may use the Materials only for the term of the pre-release time period, which is specified elsewhere in the Materials, or upon the commercial release of the Materials. You may install copies of the Materials on an unlimited number of computers provided that you are the only individual using the Materials and only one copy of the Materials is in use at any one time. A separate license is required for each additional use and/or individual user in all other cases. If you are an entity, Intel grants you the right to designate one individual within your organization to have the sole right to use the Materials in the manner provided above.
  - ii. **EVALUATION LICENSE:** If you are using the Materials under the control of an Evaluation license, you as an individual may use the Materials only for internal evaluation purposes and only for the term of the evaluation time period, which may be controlled by the license key code for the Materials. **NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, YOU MAY NOT DISTRIBUTE ANY PORTION OF THE MATERIALS, AND THE APPLICATION AND/OR PRODUCT DEVELOPED BY YOU MAY ONLY BE USED FOR EVALUATION PURPOSES AND ONLY FOR THE TERM OF THE EVALUATION PERIOD.** You may install copies of the Materials on a reasonable number of computers to conduct your evaluation provided that you are the only individual



using the Materials and only one copy of the Materials is in use at any one time. A separate license is required for each additional use and/or individual user in all other cases. Intel may provide you with a license code key that enables the Materials for an Evaluation license. If you are an entity, Intel grants you the right to designate one individual within your organization to have the sole right to use the Materials in the manner provided above.

- iii. **NONCOMMERCIAL-USE LICENSE**: If you are using the Materials under the control of a Noncommercial-Use license, you as an individual may use the Materials only for non-business use where you receive no fee, salary or any other form of compensation. The Materials may not be used for any other purpose, whether "for profit" or "not for profit." Any work performed or produced as a result of use of the Materials cannot be performed or produced for the benefit of other parties for a fee, compensation or any other reimbursement or remuneration. You may install copies of the Materials on an unlimited number of computers provided that you are the only individual using the Materials and only one copy of the Materials is in use at any one time. A separate license is required for each additional use and/or individual user in all other cases. Intel will provide you with a license code key that enables the Materials for a Noncommercial-Use license. If you obtained a time-limited Noncommercial-Use license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials. If you are an entity, Intel grants you the right to designate one individual within your organization to have the sole right to use the Materials in the manner provided above.
- iv. **SINGLE-USER LICENSE**: If you are using the Materials under the control of a Single-User license, you as an individual may install and use the Materials on an unlimited number of computers provided that you are the only individual using the Materials and only one copy of the Materials is in use at any one time. A separate license is required for each additional use and/or individual user in all other cases. Intel will provide you with a license code key that enables the Materials for a Single-User license. If you obtained a time-limited Single-User license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials. If you are an entity, Intel grants you the right to designate one individual within your organization to have the sole right to use the Materials in the manner provided above.
- v. **NODE-LOCKED LICENSE**: If you are using the Materials under the control of a Node-Locked license, you may use the Materials only on a single designated computer by no more than the authorized number of concurrent users. A separate license is required for each additional concurrent user and/or computer in all other cases. Intel will provide you with a license code key that enables the Materials for a Node-Locked license up to the authorized number of concurrent users. If you obtained a time-limited Node-Locked license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials.
- vi. **FLOATING LICENSE**: If you are using the Materials under the control of a Floating license, you may (a) install the Materials on an unlimited number of computers that are connected to the designated network and (b) use the Material by no more than the authorized number of concurrent users. A separate license is required for each additional concurrent user and/or network on which the Materials are used. Intel will provide you with a license code key that enables the Materials for a Floating license up to the authorized number of concurrent users. If you obtained a time-limited Floating license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials. Intel Library Floating License: If the Materials are the Intel(R) Math Kernel Library or the Intel(R) Integrated Performance Primitives Library or the Intel(R) Threading Building Blocks (either "Intel Library"), then the

Intel Library is provided to you as an add-on option to either the Intel(R) C++ Compiler product or the Intel(R) Fortran Compiler product (either "Intel Compiler") for which you have a Floating license, and as such, in addition to the terms and conditions above, the Intel Library may only be used by the authorized concurrent users of that Intel Compiler Floating license.

**D. DISTRIBUTION:** Distribution of the Redistributables is also subject to the following limitations: You (i) shall be solely responsible to your customers for any update or support obligation or other liability which may arise from the distribution, (ii) shall not make any statement that your product is "certified", or that its performance is guaranteed, by Intel, (iii) shall not use Intel's name or trademarks to market your product without written permission, (iv) shall use a license agreement that prohibits disassembly and reverse engineering of the Redistributables, (v) shall indemnify, hold harmless, and defend Intel and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from your distribution of any product.

**E. Intel(R) Integrated Performance Primitives (Intel IPP):** The following terms and conditions apply only to the Intel IPP.

- i. Notwithstanding anything in this Agreement to the contrary, if you implement the Sample Sources in your application or if you use Intel IPP to implement algorithms that are protected by others' licenses then you may need additional licenses from various entities. Should any such additional licenses be required, you are solely responsible for obtaining any such licenses and agree to obtain any such licenses at your own expense.
- ii. Notwithstanding anything herein to the contrary, a valid license to Intel IPP is a prerequisite to any license for Sample Source, and possession of Sample Source does not grant any license to Intel IPP (or any portion thereof). To access Sample Source, you must first register your licensed copy of the Intel IPP with Intel. By downloading, installing or copying any Sample Source file, you agree to be bound by terms of this Agreement.

**F. SOFTWARE TRANSFER:** You may permanently transfer the Materials and all of your rights under this Agreement to another party ("Recipient") only if you notify Intel of the transfer by sending a letter to Intel certifying that you retain no copies of the Materials and that the Recipient has agreed in writing to be bound by all of the terms and conditions of this Agreement. Please send such letter to:

Intel Corporation  
2111 NE 25<sup>th</sup> Avenue  
Hillsboro, OR 97124  
Attn: DPD Contracts Management, JF1-15

4. **COPYRIGHT:** Title to the Materials and all copies thereof remain with Intel or its suppliers. The Materials are copyrighted and are protected by United States copyright laws and international treaty provisions. You will not remove any copyright notice from the Materials. You agree to prevent any unauthorized copying of the Materials. Except as expressly provided herein, no license or right is granted to you directly or by implication, inducement, estoppel or otherwise, specifically Intel does not grant any express or implied right to you under Intel patents, copyrights, trademarks, or trade secret information.
5. **NO WARRANTY AND LIMITED REPLACEMENT:** THE MATERIALS AND INFORMATION ARE PROVIDED "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. If the media on which the Materials are furnished are found to be defective in material or workmanship under normal use for a period of ninety (90) days from the date of receipt, Intel's entire liability and your exclusive remedy shall be the replacement of the media. This offer is void if the

media defect results from accident, abuse, or misapplication.

6. **LIMITATION OF LIABILITY:** THE ABOVE REPLACEMENT PROVISION IS THE ONLY WARRANTY OF ANY KIND. INTEL OFFERS NO OTHER WARRANTY EITHER EXPRESS OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD- PARTY INTELLECTUAL PROPERTY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER INTEL NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
7. **UNAUTHORIZED USE:** THE MATERIALS ARE NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE MATERIALS COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS). Should the buyer purchase or use the Materials for any such unintended or unauthorized use, the buyer shall indemnify and hold Intel and its officers, subsidiaries and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of product liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that Intel was negligent regarding the design or manufacture of the part.
8. **USER SUBMISSIONS:** You agree that any material, information or other communication you transmit or post to an Intel website or provide to Intel under this Agreement related to the features, functions, performance or use of the Materials will be considered non-confidential and non-proprietary ("Communications"). Intel will have no obligations with respect to the Communications. You hereby grant to Intel a non-exclusive, perpetual, irrevocable, royalty-free, copyright license to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein, including derivative works thereto, for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from an Intel website or provide to Intel any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law. If you wish to provide Intel with your confidential information, Intel requires a non-disclosure agreement ("NDA") to receive such confidential information, so please contact your Intel representative to ensure the proper NDA is in place.
9. **CONSENT.** You agree that Intel, its subsidiaries or suppliers may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Materials, and to verify compliance with the terms of this Agreement. Intel may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.
10. **TERMINATION OF THIS LICENSE:** This Agreement becomes effective on the date you accept this Agreement and will continue until terminated as provided for in this Agreement. If you are using the Materials under the control of a time-limited license, for example an Evaluation License, this Agreement terminates without notice on the last day of the time period, which is specified elsewhere in the Materials, and/or controlled by the license key code for the Materials. Intel may terminate this license immediately if you are in breach of any of its terms and conditions and such breach is not cured within thirty (30) days of written notice from Intel. Upon termination, you will immediately return to Intel or destroy the Materials and all copies thereof. Any distribution of the Redistributables conducted in accordance with the terms and conditions of this Agreement shall survive termination of

this Agreement.

11. **U.S. GOVERNMENT RESTRICTED RIGHTS:** The technical data and computer software covered by this license is a "Commercial Item," as such term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is "commercial computer software" and "commercial computer software documentation" as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use by and on behalf of the U.S. Government, with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government clause is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses Government rights in the computer software or documentation covered by this license. All copyright licenses granted to the U.S. Government are coextensive with the technical data and computer software licenses granted herein. The U.S. Government shall only have the right to reproduce, distribute, perform, display, and prepare derivative works as needed to implement those rights.

## 12. GENERAL PROVISIONS

- A. **ENTIRE AGREEMENT:** This Agreement is intended to be the entire agreement between you and Intel with respect to matters contained herein, and supersedes all prior or contemporaneous agreements and negotiations with respect to those matters. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. If any provision of this Agreement is determined by a court to be unenforceable, you and Intel will deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect. Any change, modification or waiver to this Agreement must be in writing and signed by an authorized representative of you and Intel.
- B. **APPLICABLE LAWS:** Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws. You agree that the terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. You agree that your distribution and export/re-export of the Software and permitted modifications shall be in compliance with the laws, regulations, orders or other restrictions of applicable export laws.

13. **THIRD PARTY PROGRAMS.** The Materials may include third party programs or materials. The license terms with those programs or materials apply to your use of them, and Intel is not liable for them.

\* Other names and brands may be claimed as the property of others

## License

### 📌 Note

This page refers only to the license for Ceres itself, independent of its optional dependencies which are separately licensed and which can affect the resulting license of Ceres if built with them enabled. See [Options controlling Ceres configuration](#) for an overview of these implications.

Ceres Solver is licensed under the New BSD license, whose terms are as follows.

Copyright 2023 Google Inc. All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. Neither the name of Google Inc., nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

This software is provided by the 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 Google Inc. 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.

**(EIGEN)**

# **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 and all other commercial damages or losses, even if such party shall have been informed of the possibility of such damages. This limitation of liability shall not apply to liability for death or personal injury resulting from such party's negligence to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to You.

## **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 <https://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.



## TX TEXT CONTROL LICENSE AGREEMENT

This legal document is an agreement between you, the **Licensee**, and **Text Control GmbH**. By installing TX Text Control on your computer, you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the unopened package, together with all the other material which comprises the product, respectively delete all TX Text Control related files. For questions regarding this agreement please use the support center to contact us:

<http://support.textcontrol.com/>

### 1. Subject of agreement

The subject of this agreement is the software TX Text Control, the operating manuals, online help files and all other accompanying material. It will be referred to henceforth as "**TX Text Control**".

### 2. Grant of license

Text Control GmbH grants the Licensee a non-exclusive, non-transferable, personal and worldwide license to use one copy of TX Text Control in the development of an end-user application, as described in section 3 (below). This license is for a single developer and not for an entire company. If additional programmers wish to use TX Text Control, additional copies must be licensed.

### 3. End user application

An "end user application" is a specific application program that is licensed to a person or firm for business or personal use. The files which are not listed under section 5 must not be included with the end user application. Furthermore, the end user must not be in a position to be able to neither modify the program, nor to create TX Text Control based programs. Likewise, the end user must not be given the TX Text Control serial number.

### 4. Royalties

With the exceptions described under items 4a and 4b, TX Text Control ActiveX, TX Text Control .NET for Windows Forms and TX Text Control .NET for WPF are royalty free. End user applications that have been developed with TX Text Control may be distributed in an unlimited number, without paying any license fees whatsoever.

- a. Server-based programs which have been created with TX Text Control .NET Server for ASP.NET or TX Text Control ActiveX Server may only be installed on a single server or virtual machine, but may be accessed by an infinite number of clients. Additional licenses are required when installing TX Text Control on more than one server or virtual machine.

## TEXTCONTROL

- b. TX Text Control .NET ships with an application program called TX Text Control Words, which can be used to create Reporting/MailMerge document templates. TX Text Control Words may be distributed royalty-free. A separate license agreement is required if TX Text Control Words is to be used with products from vendors other than Text Control GmbH.

### 5. Redistributable files

- c. For the ActiveX versions of TX Text Control, redistributable components are those files specifically designated as being distributable in the "Distributing your Applications" section of the online help file.
- d. The TX Text Control ActiveX Server version contains an additional command line registration tool for installing TX Text Control on a server. This file is not redistributable.
- e. For TX Text Control .NET for Windows Forms, TX Text Control .NET for WPF and TX Text Control .NET Server for ASP.NET, redistributable components are those files included in TX Text Control's merge module. Visual Studio .NET will use the merge module to automatically include all of Text Control's redistributable files when creating a setup project.

### 6. Copyright

The Software is the property of Text Control GmbH. Text Control GmbH reserves all rights to the publishing, duplication, processing and utilization of TX Text Control. A single copy may be made exclusively for security and archiving purposes. Without the express written permission of Text Control GmbH it is forbidden to:

- alter, translate, decompile, or to disassemble TX Text Control;
- copy TX Text Control's accompanying written documentation;
- lend, hire out or lease TX Text Control.

A permanent transference of TX Text Control is only permitted when the Licensee retains no copies and the recipient declares his acceptance of the conditions of this agreement.

### 7. Exclusion of warranties

Text Control GmbH offers and the Licensee accepts the product "as is". Text Control GmbH does not warrant TX Text Control will meet the Licensee's requirements, nor will operate uninterrupted, nor error free.

### 8. Liability



With the exception of damage caused by wilful or gross negligence, neither Text Control GmbH nor its distributors are responsible for any damage whatsoever which is put down to the use of TX Text Control. This is valid without exception, including loss of profits, lost working time, lost company information or other financial losses. In any event the liability of Text Control GmbH is limited to the purchase price.

#### 9. Trial Version Limitation

If you are installing a trial version of TX Text Control .NET Server, it is forbidden to:

- install the trial version on a production server
- distribute or sell an application with the trial version
- delete the additional trial text that is added to the created documents.

#### 10. Duration of Agreement

This agreement is valid for an indefinite period of time. The Licensee's rights as a user automatically expire if the conditions of this agreement are in any way violated. In this event all data storage material and all copies of TX Text Control are to be destroyed.



# Xceed Software License Agreement

## IMPORTANT NOTICE

BY USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT INSTALL OR OTHERWISE USE THE SOFTWARE. IF YOU ACQUIRED THE SOFTWARE WITHOUT AN OPPORTUNITY TO REVIEW THIS AGREEMENT AND YOU DO NOT ACCEPT IT, YOU MUST IMMEDIATELY CEASE AND DESIST USING THE SOFTWARE.

This Agreement applies to Xceed licenses & subscriptions for single users (developers) and up to 20 users (developers). For licenses & subscriptions for more than 20 users (developers) and for Site & Enterprise licenses/subscriptions, please contact our Sales Department (Sales@Xceed.com): in such cases, the current Agreement will apply unless different arrangements are mutually agreed upon by both parties — Xceed reserves the right to demand that a different form of agreement with different terms & conditions be written up and agreed upon before issuing any new licenses or subscriptions.

Custom License Agreements Available: if you wish to obtain a custom license agreement with alternate terms and conditions, contact Xceed at Sales@xceed.com for instructions and pricing

---

Summary of some of the amendments covered in this Agreement:

Royalty-free Deployment/Distribution to end-users: Effective Oct. 01, 2021, no more “deployment” or “distribution” surcharge. The 10% surcharge that used to be charged on distribution or deployment of applications to “end-users” (over 100) has been eliminated (see Article 3).

---

This License Agreement (“Agreement”) is a legal agreement between Xceed Software Inc. (“Xceed”), a Quebec corporation, principally located in Longueuil, Quebec, Canada and you, the user, either an individual or a single entity (“Licensee”), is effective the date Licensee

installs, downloads, copies or otherwise Uses, in whole or in part, the specific version of the Xceed software product (the “Software”) that this agreement was included with.

- 

Herein, “Use”, “Uses” or “Used” means to access any of the files that are included with the Software, to develop or test an application that makes use of the Software, to consult any of the documentation included with the Software, or to otherwise benefit from using the Software, either directly, or indirectly through a software wrapper around the Software.

In this Agreement, the terms “develop”, “developer”, “software developer”, “development” and “developing” include any facet of the software development process (such as researching, designing, testing or implementing/coding) that requires a person to have the Software installed on their computer.

The Software is licensed, not sold. Licensee is considered to be an “Authorized” Licensee for a specific version of the Software if Licensee has legitimately obtained a license key for that version from Xceed as a result of purchasing a subscription for the Software from Xceed or from an authorized reseller.

## 1. GRANT OF INSTALL LICENSE

Xceed grants Licensee a royalty-free, non-exclusive license to install the Software on an unlimited number of computers (subjected to all other rules defined in this Agreement) at Licensee’s premises and on portable computers operated solely by Licensee. For instance, there is no limitation on the number of computers per Authorized developer. If Licensee is Authorized, the granted installation license is perpetual, subjected to some restrictions as defined herein.

## 2. GRANT OF DEVELOPMENT LICENSE

If Licensee is Authorized, Xceed grants Licensee a perpetual, royalty-free, non-exclusive license to Use the Software on a single computer at any given time for the sole purpose of developing or testing any number of end user applications that operate in conjunction with the Software. If Licensee is evaluating the software as part of a “free Trial”, Xceed grants Licensee a non-exclusive, royalty-free, license to Use the Software for 15 or 45 days (depending on the Product, as indicated on Xceed web site), for the purpose of developing or testing end user applications that operate in conjunction with the Software.

The license rights granted under this Agreement do not apply to development or distribution of: (1) software development products or toolkits of any kind, including but not limited to any

class libraries, components, controls, XML web services, cloud services, compilers, plug-ins, adapters, DLLs, APIs or SDKs destined to be used by software developers other than licensees that are Authorized; and (2) software to be licensed or distributed under an open source model, including, without limitation, models similar to Microsoft Public License, GNU's General Public License (GPL), Lesser GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community or Industry Source License or the Apache Software license.

If Licensee is Authorized and has purchased a "Team" or other multi-license subscription, the Software may be Used on more than one computer at Licensee's premises by the number of software developers associated with the team or multi-license subscription (e.g., a "Team 10" or "10-developer" subscription allows up to ten software developers to Use the Software at Licensee's premises).

If Licensee is Authorized and has purchased a "site" subscription, the Software may be Used by any number of software developers on any number of computers in a single physical building at Licensee's premises. If Licensee is Authorized and has purchased an "enterprise" subscription, the Software may be Used by any number of software developers on any number of computers located at any of the Licensee's premises.

At the time of the original acquisition of a license as well as after (at the time of renewing a subscription), Licensee must provide Xceed with the following information for at least one (1) Technical Contact person, one (1) "Administration" Contact person responsible for ordering and account management, and one (1) Contact person for payment/invoice processing. It is the responsibility of Licensee to keep this list of Contact persons up to date at all time — with their respective, current information as follows: First and Last Name, Title, Department, Phone Number with extension when applicable, email address, complete physical address (office).

### 3. GRANT OF DUPLICATION AND DISTRIBUTION LICENSE

The Software includes certain runtime libraries and binary files intended for duplication and distribution by a Licensee that is Authorized. These runtime libraries and binary files are specifically identified in the "Redistributable Files" section of the documentation included with the Software (herein, "Redistributable Files"). If taking advantage of this Article, Licensee must have a valid, paid for subscription or be compliant with Article 7 to be Authorized.

If Licensee is Authorized, Xceed grants Licensee a perpetual, royalty-free, non-exclusive license to duplicate the Redistributable Files and to distribute them solely in conjunction with software products developed by Licensee.

The foregoing license is subject to certain conditions, rules and restrictions, including the following:

- If Licensee distributes the Redistributable Files, Licensee agrees to:
  - (i) not supply an Xceed license key to end users, except if it is embedded in Licensee's product's object or intermediate code;
  - (ii) not use Xceed's name, logo or trademarks to market a software product;
  - (iii) include a copyright notice on Licensee's software product;
  - (iv) indemnify, hold harmless, and defend Xceed from and against any claims or lawsuits, and reasonable attorney's fees, that arise or result from the use and distribution of Licensee's software product;
  - (v) not permit further distribution of the Redistributable Files by user(s) or end user(s) of Licensee's software product; and
  - (vi) distribute only products/projects/applications that were created and completed under an active subscription.
- In the case of a "transfer" (by Licensee to another party, under any form or manner) of property or utilization rights (of an application/product/program/system developed by Licensee), Licensee must obtain permission from Xceed before transferring such rights as well as Licensee's responsibilities and obligations (in respect to Xceed's Agreement) to that third party.
- Licensee agrees and acknowledges that, should any of these conditions not be respected, it will constitute a material breach of agreement and terminate the license immediately.
- NOTE: Distribution and/or re-distribution rights are provided to Licensees with a valid, active (paid for) subscription. In the case of subscriptions not renewed for the current period of use, distribution and/or re-distribution rights will be automatically revoked and deemed illegal without any further action from Xceed.

#### 4. GRANT OF SOURCE CODE USE LICENSE

The source code to the Software (“Source Code”) is provided to the Licensee by Xceed, in a separate installation package, provided that Licensee has legitimately obtained a “Blueprint Subscription” for the Software from Xceed or an authorized reseller (Licensee is then considered “Blueprint Authorized”). If some portions of the Software’s source code are not provided, they are generally listed in the “Source Code Information” topic in the documentation included with the Software.

If Licensee is Blueprint Authorized, Xceed grants Licensee the non-exclusive license to view and modify the Source Code for the sole purposes of education, trouble shooting, and customizing features. If Licensee modifies the Source Code, Licensee may compile the modified Source Code and use and distribute the resulting object code solely as a replacement for the corresponding Redistributable Files the Source Code normally compiles into.

The foregoing license is subject to the following conditions: (i) Xceed shall retain all rights, title and interest in and to all corrections, modifications and derivative works of the Source Code created by Licensee, including all copyrights subsisting therein, to the extent such corrections, modifications or derivative works contain copyrightable code or expression derived from the Source Code; (ii) Licensee may not distribute or disclose the Source Code, or any portions or modifications or derivative works thereof, to any third party, in source code form; (iii) Licensee acknowledges that the Source Code contains valuable and proprietary trade secrets of Xceed, and agrees to take reasonable measures to help insure its confidentiality; (iv) Under no circumstances may the Source Code be used, in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any Xceed product; (v) If Licensee distributes a compiled version of the modified Source Code or portions thereof, Licensee must distribute it in accordance with the conditions listed in section 3 (“GRANT OF DUPLICATION AND DISTRIBUTION LICENSE”) regarding the distribution of Redistributable Files; and (vi) Licensee will not request technical support or error corrections from Xceed on issues arising out of any modifications of the Source Code.

Licensee shall not be considered liable for any 3rd party malicious attempts to directly or indirectly acquire the Source Code by decompiling, disassembling or otherwise reverse engineering the Software.

#### 5. SAMPLE CODE LICENSE

In addition to the licenses granted above, Xceed grants Licensee the non-exclusive license to Use, copy and modify the source code version of those portions of the Software identified as

“Samples” or “Sample Code” or “Sample applications” (“Sample Code”) for the sole purposes of designing, developing, and testing Licensee’s software product(s). If Licensee is Authorized, Licensee may distribute any software products developed by Licensee that contain the Sample Code or modifications thereof.

The foregoing license is subject to the following condition: Licensee agrees to (i) not use Xceed’s name, logo, or trademarks to market their software product(s); (ii) include a valid copyright notice on all copies of the Sample Code and any derivative works thereof; (iii) to indemnify and hold harmless Xceed from and against any claims or lawsuits, including attorneys’ fees, that arise from or result from the use, copying, modification or distribution of the Sample Code and/or derivative works thereof, and (iv) not permit further distribution of the Sample Code and/or derivative works by third parties.

## 6. CUSTOMIZATION CODE LICENSE

Certain portions of The Software may be identified as “Customization Code” and provided in source code form (“Customization Code”). Licensees that are not Authorized may not modify or redistribute Customization Code. Licensees that are Authorized must treat Customization Code as “Source Code” as described in section 4 (“GRANT OF SOURCE CODE USE LICENSE”) and the Customization Code is subject to the same terms and conditions listed therein, with the exception that the non-exclusive license in paragraph 2 of that section is granted to Licensee that is Authorized even if Licensee is not Blueprint Authorized.

## 7. SUBSCRIPTION

A subscription is included in all licenses granted and begins at the time of the License activation. Subscriptions (i.e., new subscriptions and renewal subscriptions) provide Licensee with the following rights and privileges:

- Free access to any new version or update or release of the component/components (or “Software”) under the license for the period of the subscription (i.e., until its expiration);
- Free access to any new component added to a “Suite” during the subscription period;
- Unlimited expert priority technical support by Xceed for the complete term covered by the subscription (i.e., until its expiration);

- A “Right to Use Xceed Software”, which is the permission given by Xceed to Licensee to use Xceed components or other software (for which Licensee has a valid license and subscription) for a minimum of one day up to the maximum of days covered by the term of the subscription, i.e., until its expiration;
- Free access to debugging services until the expiration of the subscription;

Failure by Licensee to maintain an active subscription will result in an interdiction for Licensee to create, test, modify and/or distribute existing or new products/projects/applications using Xceed software: more specifically, changing, testing, updating or modifying in any manner the said products/projects/applications (in which or with which Xceed components are used) becomes automatically prohibited after the expiration of a subscription if this subscription is not renewed in time.

If Licensee wishes to continue using Xceed components while satisfying the above-mentioned restrictions (i.e., no changes, updates, testing code or modifications in any manner to the said products/projects/applications in which Xceed components are used), Licensee must advise Xceed of its intention to do so at least thirty (30) days prior to the expiration of Licensee’s then-current subscription(s).

Failure to abide by this rule will put Licensee in default and automatically void all Licensee’s rights on further use of Xceed software. Moreover, in such a case, Licensee agrees that Xceed shall be entitled to issue an invoice for a 1-year renewal subscription at then-prevailing rates for Licensee’s subscription(s) about to expire or expired. Licensee understands that such invoice must be paid as per the usual terms of payment. Xceed reserves the right to accept late renewals if the request for renewing is received within thirty (30) days after the expiration of the subscription. In certain cases, Xceed may invoice Licensee for an amount of US\$250 as a late fee for thirty (30) days (or proportionally in terms of days).

## 8. BACK-UP AND TRANSFER

Licensee may make copies of the Software solely for “back-up” purposes, as prescribed by Canadian, United States, and international copyright laws. Licensee must reproduce and include the copyright notice on the back-up copy. Licensee may transfer the Software to another party only if the other party agrees to the terms and conditions of the Agreement, and completes and returns registration information (name, address, etc.) to Xceed within 30 days of the transfer. Upon transferring the Software to another party, Licensee must terminate this Agreement by following the instructions in the “AGREEMENT TERMS” section below.

## 9. REVERSE-ENGINEERING

Licensee acknowledges that the Software, in source code form, remains a confidential trade secret of Xceed and/or its suppliers and therefore Licensee agrees that it shall not modify, decompile, disassemble or reverse engineer the Software or attempt to do so, except as otherwise permitted in this agreement. Licensee agrees to refrain from disclosing the Software and to take reasonable measures with its employees, sub-contractors and suppliers to ensure they do not disclose the Software to any other person, firm or entity except as expressly permitted herein.

## 10. OTHER RESTRICTIONS

Licensee may not use, copy, modify, translate, or transfer the Software, documentation, license key, or any of the files included with the Software except as expressly defined in this agreement. Licensee may not attempt to unlock or bypass any “copy-protection”, licensing or authentication algorithm utilized by the Software. Licensee may not remove or modify any copyright notice, nor any “About” dialog or the method by which it may be invoked. Licensee may not rent or lease the Software. Violations will be prosecuted to the maximum extent possible under the law.

Xceed reserves the right to cancel, revoke or terminate any License or subscription if Licensee fails to respect the rules and obligations set forth in this Agreement, in particular if Licensee or any “user” of Xceed software does not comply with Article 7.

Would a Licensee keep using Xceed software without having a valid subscription, Xceed reserves the right to suspend any current or previous license(s) or subscription(s) at any time, and to bill Licensee for a minimum of a 1-year subscription. If payment is not received within thirty (30) days, an administration fee of 1 ½% per month will be added and invoiced to Licensee on a monthly basis until all amounts due are fully paid.

## 11. SATISFACTION GUARANTEED

This guarantee does NOT apply to the following product(s)/component(s)/Software:

“Xceed Words for .NET” (all versions).

Because of the nature of such product(s)/component(s)/Software, NO CLAIM FOR REIMBURSEMENT, for whatever reason, will apply to that/those product(s). Clients or



potential Licensees must make sure such Xceed product(s)/component(s)/Software satisfy/ies their requirements before acquiring a License or subscription.

## 12. LIABILITY DISCLAIMER

The Software is provided as is, without any representation or warranty of any kind, either express or implied, including without limitation any representations or endorsements regarding the use of, the results of, or performance of the product, its appropriateness, accuracy, reliability, or correctness. The entire risk as to the use of this product is assumed by Licensee. Xceed does not assume liability for the use of the Software beyond its original purchase price. In no event will Xceed be liable for additional direct or indirect damages including any lost profits, lost savings, or other special, incidental or consequential damages arising from any defects, or the use or inability to use the Software, even if Xceed has been advised of the possibility of such damages.

The Licensee (or would-be Licensee) — and its representatives — commits to certify that they have taken advantage or have been offered the opportunity of a free 15 or 45-day Trial (depending on the Product) in order for them to test all essential functions and conditions required by the Licensee (or would-be Licensee) and its applications/objectives.

The Licensee (or would-be Licensee) and its representatives acknowledge that, before ordering an Xceed product, they have completed all the research, tests and other pre-requisites. They also confirm that they have read this Agreement and understand that no reimbursement of any kind is or will be available after ordering.

## 13. EXPORT LAW

Licensee acknowledges and agrees that the Software may be subject to export restrictions and controls. Licensee agrees and certifies that neither the Software nor any direct product thereof (e.g., any application software product developed by Licensee that uses the Software) is being or will be acquired, shipped, transferred, exported or re-exported, directly or indirectly, into any country prohibited by U.S. or Canadian export restrictions and controls. Licensee bears all responsibility for export law compliance and will indemnify Xceed against all claims based on Licensee's exporting the Software.

## 14. AUDIT RIGHTS

Licensee hereby grants Xceed the right to request an audit on Licensee's use of Xceed products, upon Licensee receiving fourteen (14) day written notice from Xceed, with a maximum of two requests per subscription term. Xceed shall give Licensee a two (2) week

written notice to verify Licensee's compliance with the current Agreement. Licensee shall keep adequate records in order to demonstrate the correct use of Xceed software as per the rules and restrictions of this Agreement. Would Licensee not be able to demonstrate its compliance to this Agreement or, should Licensee refuse or fail to provide Xceed with appropriate records and evidence, Xceed shall have the right to terminate the current Agreement and any subscription upon a written notice. Licensee shall not be entitled to any reimbursement or any compensation of any type. Any such audit hereunder shall be strictly limited to Xceed reviewing Licensee's compliance with this Agreement, and under no circumstances shall Xceed have access to any of Licensee's proprietary source code or any other confidential information.

## 15. AGREEMENT TERMS

This Agreement is effective until terminated. This Agreement will terminate if Licensee fails to comply with any terms or conditions of this Agreement. Upon such termination, or to terminate this agreement intentionally, Licensee must delete the Software from all its systems and storage media and recall and delete any Redistributable Files Licensee may have distributed.

## 16. PARTIES BOUND

If Licensee is executing this Agreement on behalf of an entity, then Licensee represents that he or she has the authority to execute this agreement on behalf of such entity.

## 17. COPYRIGHT

The Software is Copyright ©1994-2025 Xceed Software Inc., all rights reserved. The Software is protected by Canadian and United States copyright laws, international treaties and all other applicable national or international laws.

## 18. OTHER RIGHTS AND RESTRICTIONS

Except for the limited licenses granted herein, Xceed retains exclusive ownership of all proprietary rights (including all ownership rights, title and interest, and including moral rights in jurisdictions where applicable) in and to the Software. Licensee agrees not to represent that Xceed is affiliated with or approves of Licensee's software product(s) in any way.

## 19. GENERAL

This Agreement shall be interpreted, construed, and enforced according to the laws of the Province of Quebec, Canada. In the event of any action under this Agreement, the parties agree that federal and provincial courts located in Longueuil, Quebec will have exclusive jurisdiction and that a suit may only be brought in Longueuil, Quebec and Licensee submits itself for the jurisdiction and venue of the provincial and federal courts located in Longueuil, Quebec.

If any portion of this Agreement is determined to be legally invalid or unenforceable, such portion will be severed from this Agreement and the remainder of the Agreement will continue to be fully enforceable and valid.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT IN ITS ENTIRETY AND THAT, BY ACQUIRING AN XCEED LICENSE AND/OR INSTALLING, DOWNLOADING, RUNNING OR COPYING ANY XCEED SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU ALSO UNDERSTAND THAT, UNLESS YOU HAVE A WRITTEN SEPARATE AGREEMENT WITH XCEED, THIS AGREEMENT CONSTITUTES THE ENTIRE AND EXCLUSIVE AGREEMENT AND UNDERSTANDING OF THE PARTIES. IT MAY BE MODIFIED AT ALL TIME BY XCEED WITHOUT PRIOR NOTICE AS LONG AS THE LATEST APPLICABLE VERSION IS MADE AVAILABLE ON XCEED'S WEB SITE. NO OFFICER, SALESMAN OR AGENT HAS ANY AUTHORITY TO OBLIGATE XCEED BY ANY TERMS, STIPULATIONS OR CONDITIONS NOT EXPRESSED IN THIS AGREEMENT.

\* Revised January 14, 2025 \*

License: Custom License

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS API CODE PACK FOR MICROSOFT .NET FRAMEWORK

---

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

---

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS.

- You may use any number of copies of the software to design, develop and test your programs that run on a Microsoft Windows operating system.
- This agreement gives you rights to the software only. Any rights to a Microsoft Windows operating system (such as testing pre-release versions of Windows in a live operating environment) are provided separately by the license terms for Windows.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Distributable Code. You may modify, copy, and distribute the software, in source or compiled form, to run on a Microsoft Windows operating system.

ii. Distribution Requirements. If you distribute the software, you must

- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- if you modify the software and distribute such modified files, include prominent notices in such modified files so that recipients know that they are not receiving the original software;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs or to your modifications to the software.

iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the software;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- include the software in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of the software so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
  - the code be disclosed or distributed in source code form; or
  - others have the right to modify it.

3. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless

applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement.

4. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see <http://www.microsoft.com/exporting>.

5. SUPPORT SERVICES. Because this software is “as is,” we may not provide support services for it.

6. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

7. APPLICABLE LAW.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

8. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

9. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
  - claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.
- It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

EXONÉRATION DE GARANTIE. Le logiciel visé par une licence est offert « tel quel ».

Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft

n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

## XamlBehaviors

### The MIT License (MIT)

Copyright (c) 2015 Microsoft

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.

Newtonsoft.Json

The MIT License (MIT)

Copyright (c) 2007 James Newton-King

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.