

Introduction and chapters 1 – 15

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1. LICENSE. Subject to the terms set forth in this License Agreement ("Agreement"), BT Americas Inc. ("BT"), grants you this non-exclusive, non-transferable license to use the software program(s) delivered with this Agreement in object code form (the "Software"), and any documentation delivered with the Software (the "Documentation") for internal use only. This license solely enables you to install the Software on one or more authorized server computers and to use the Software on that concurrent number and type of server computers for which you have paid BT (or its authorized reseller) the applicable license fees. The Software is considered to be in use when it resides in memory or is otherwise stored on a machine. You agree to ensure that anyone who uses the Software or Documentation does so only for your authorized use and complies with the terms of this Agreement. You may not use the Software to provide time-sharing, service bureau or other similar types of services to third parties. You are responsible for assuring that your network environment meets any site specifications and network requirements as specified in BT's published documentation.

2. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS. All Licensee specific data and documents collected or created pursuant to this Agreement, including but not limited to Licensee performance and summary reports, shall be owned by you. BT retains full ownership rights in the

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BT agrees to defend and to indemnify and hold you harmless for all costs and expenses associated with the defense or settlement of any third party claim that the Product infringes a patent, copyright, trademark, trade secret or other intellectual property right and shall pay any judgments or settlements based thereon; provided however, that you shall give BT prompt written notice of the claim, sole control of the proceedings or settlement, and reasonable cooperation in the defense or settlement negotiations. You agree to exercise all reasonable efforts to mitigate expenses and damages related to indemnified claims and to make no admission relating to the infringement. BT will not be liable for any infringement of intellectual property rights resulting from compliance with your designs, specifications or instructions; from use of the Product other than as specified in BT's published specifications; or, from use of the Product with products not supplied by BT. If the Product becomes or in BT's opinion may become subject to an infringement claim, BT shall at its option and at its own expense, procure for you the right to continue using the Product; replace the Product with a functionally equivalent non-infringing Product; modify the Product so it becomes non-infringing; or accept return of the Product in exchange for a refund of the depreciated value of the Product. THIS PARAGRAPH STATES THE SOLE REMEDY AND LIABILITY OF THE PARTIES FOR ANY CLAIM RELATING TO INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT.

3. HARDWARE

Title and risk of loss to any Software appliance hardware as provided to you by BT ("Hardware"), if any, shall pass to you upon delivery to a common carrier, FOB shipping point. You shall be responsible for any Hardware shipping charges. You shall be responsible for any Hardware shipping charges. Hardware will be delivered to you at:

- (i) the address on the Order if within the U.S; or
- (ii) the applicable port of entry in the delivery country, in which case the Hardware will be supplied DDU (INCOTERMS 2000), as modified by the express provisions of this Agreement. You will act as the importer of record and BT will be the exporter of record. You must clear the Hardware through the applicable customs authority in the

destination country and shall be liable for any import tax, duty and/or excise duty incurred.

It may be possible for BT to arrange shipping services to deliver the Hardware to the final destination address(es) specified in the Order if outside the U.S. BT will provide end-to-end delivery services to the delivery destination address(es) except that you will:

(i) perform any import clearance tasks that the law of the applicable country requires it to

(ii) pay import duty and other charges in accordance with DDU (INCO Terms 2000) to BT (or the relevant person if BT cannot lawfully pay on behalf of the Customer)

(iii) if requested by BT, provide authorization as soon as practicable authorizing BT or its agent, to carry out its obligations as shipping agent. Any such authorization shall be as narrow as is required for the fulfillment of the task. If you cannot give such authorization, it will undertake those tasks itself at its own cost.

BT may, at its sole discretion, assign the supply of Hardware outside the U.S. to another BT entity to provide and invoice for.

Notwithstanding any other provisions of this Agreement, you hereby agree to any such assignment

RESTRICTIONS ON USE, DISCLOSURE, AND TRANSFER. The Software and Documentation may be copied solely for the purposes of installation and back-up and disaster recovery testing. You may not sublicense, assign or transfer the Software, Documentation or any rights thereto, either in whole or in part, to any third party. You may not modify the Software in any manner. You agree that the source code applicable to the Software is proprietary to BT and/or its licensors.

Accordingly, you may not decompile, disassemble, reverse engineer or otherwise manipulate the Software so as to derive such source code.

The BT Products and their related trade secrets as well as the terms of this Agreement shall be considered "Confidential Information." You agree: (i) to hold the BT's Confidential Information in confidence indefinitely; (ii) exercise at least the same degree of care to safeguard the BT Confidential Information as you use to safeguard your own confidential information (but not less than reasonable care); (iii) not to disclose the BT Confidential Information to any person (other than (a) your employees, representatives, contractors, or legal counsel, accountants, or professional advisers who need to know such information and are bound by confidentiality obligations equivalent to those set forth herein or (b) as may be required to be disclosed by law, court action, or regulatory or governmental authority) without the consent of BT and (iv) to use the BT Confidential Information only to exercise your rights and fulfill your obligations under this Agreement. A violation of this Section 3 might cause irreparable harm to BT, for which monetary damages may be inadequate and injunctive relief may be sought for a breach of this Section.

4. **TERM.** Unless terminated by BT as provided in this Agreement, the

term of the license provided in this Agreement is perpetual and becomes effective on your installation or use of the Software. You may terminate this license at any time by destroying all copies of the Software and Documentation or by returning all such copies to BT or to its authorized reseller; provided however, that neither BT nor Reseller shall owe you a refund of any License fees owed under this Agreement. This Agreement and the associated license for the Software and Documentation will terminate automatically and without provision of notice by BT if (i) you fail to comply with any of the terms of this Agreement, including any attempt to transfer any copy of the Software or Documentation to another party or any attempt to modify the Software or (ii) you become subject to a bankruptcy order, or become insolvent, or make any arrangement or assignment for the benefit of creditors, or go into voluntary or compulsory liquidation, or a receiver or administrator is appointed over your assets. Upon termination for any reason, you agree that you will destroy all copies of the Software and Documentation or return all such copies to BT or to its authorized Reseller. Any maintenance and support Services charges stated in the order shall have a non-cancelable term of twelve (12) months, commencing upon the date of shipment ("Initial Support Term"). The Initial Support Term may be extended for an additional non-cancelable twelve (12) month term ("Renewal Term") upon mutual written agreement between you and BT within thirty (30) days of the expiration of any term. BT will invoice any Product Support Service in advance.

5. LIMITED WARRANTY.

(i) BT warrants that the Software will substantially perform in accordance with the Documentation for a period of 90 days after delivery to you of the Software, provided that your sole remedy for breach of this performance warranty is that BT will use commercially reasonable efforts to cure such nonconformities as soon as practicable after they are reported to BT if BT can reproduce the nonconformity at its facility. You are responsible for assuring that your network environment meets any site specifications and network requirements as specified in BT's published documentation. This warranty covers identification and correction of nonconformities only (as set forth above) and it does not include assistance in installing or using the Software. Such assistance is provided under a separate support service level agreement ("SLA").

(ii) BT warrants that the media on which the Software is recorded will be free from defects in materials and workmanship under normal use for a period of 90 days from the date the Software is delivered to you. If you experience a media defect during this 90-day period, you may return the media to BT Americas Inc., 801 Springdale Drive, Suite 180, Exton, PA 19341, and BT will replace the media without charge.

(iii) BT warrants that the Hardware shall be free from defects in material and workmanship for ninety (90) days after delivery to you

and shall conform to the design and specifications as provided with the Hardware from BT. This warranty includes all internal components as provided by BT; however, any components added in after the original assembly shall not be covered by this warranty. BT shall, for any Hardware which fails to conform with the warranties in this section 5(iii), promptly either repair or replace it, at BT's option and cost.

(iv) BT warrants that the services hereunder shall be performed in a professional and workman like manner. Maintenance and support subscriptions will be provided in accordance with BT's then current Service Level Agreement ("SLA").

(v) BT shall have no responsibility for warranty service under this Section 5 if the defect in the Product is the result of accident, abuse or misuse, is cured by a modification of other BT software or any third party hardware or the Product, or for failure to use the most current version of the Product.

(vi) Actual warranty start dates will be determined by the date of shipment.

(vii) EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE PRODUCT IS PROVIDED TO YOU "AS IS," AND BT MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO ITS FUNCTIONALITY, OPERABILITY OR USE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from one jurisdiction to another.

6. LIMITATION OF LIABILITY. YOUR EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF BT RELATED TO THE PRODUCT SHALL BE EXPRESSLY LIMITED TO THE REPAIR OF NONCONFORMITIES OR REPLACEMENT OF DEFECTIVE MEDIA OR HARDWARE AS PROVIDED ABOVE. IN NO EVENT SHALL BT OR ANY OTHER PARTY WHICH HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE PRODUCT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY UNDER WHICH THE LIABILITY MAY BE ASSERTED AND EVEN IF ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES; NOR SHALL BT's LIABILITY EXCEED TWO TIMES THE LICENSE FEES PAID BY YOU GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

7. EXPORT. You agree that you will not (nor will you authorize or permit your employees, agents or subcontractors to) knowingly export

or transmit the Product, directly or indirectly, to any restricted countries or in any manner that would violate United States laws, regulations and ordinances, including the Regulations of the U.S. Department of Commerce and/or the U.S. State Department, as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the United States government, including the Export Administration Act of 1979, as amended, and any export administration regulations.

8. WEEE REGULATION COMPLIANCE. In the event equipment supplied under this Agreement is imported into a European Union State, then Licensee shall be responsible, pursuant to regulation (9) of the Waste Electrical and Electronic Equipment Regulations (2006) (the "WEEE Regulations"), for the costs of collection, treatment, recovery, and environmentally sound disposal of any equipment supplied under this Agreement which has become waste electrical and electronic equipment. In accordance with the WEEE Regulations, this paragraph shall be considered an agreement between the parties stipulating that Licensee accepts responsibility and liability for any financial arrangements necessary for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. Licensee shall also be responsible for any information recording or reporting obligations imposed by the WEEE Regulations. Licensee shall indemnify and hold harmless BT against all losses, costs, damages, expenses, liabilities and claims caused to and made against BT which would not have been caused or made had Licensee fulfilled its express or implied obligations under this Clause or in connection with the WEEE Regulations.

9. U.S. GOVERNMENT RESTRICTED RIGHTS. If you are licensing the Software and documentation on behalf of the U.S. Government, the following provisions apply. If the Software and documentation is supplied to the Department of Defense ("DoD"), it is classified as "Commercial Computer Software" under paragraph 252.227-7014 of the DoD Supplement to the Federal Acquisition Regulations ("DFARS") (or any successor regulations) and the U.S. Government is only requiring the license rights granted herein (the license rights customarily provided to non-Government users). If the Software and documentation is supplied to any unit or agency of the U.S. Government other than DoD, it is classified a "Restricted Computer Software" and the U.S. Government's rights in the Software and documentation are defined in paragraph 52.227-19 of the Federal Acquisition Regulations ("FAR") (or any successor regulations) or, in the case of NASA, in paragraph 18.52.227-86 of the NASA Supplement to the FAR (or any successor regulations).

10. FORCE MAJEURE. Neither party shall be liable for failure to perform its obligations caused by or resulting from force majeure, which shall include but not be limited to events that are unpredictable unforeseeable, irresistible and beyond the parties'

control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, epidemic, acts or terrorism, military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned party. In the event of such a force majeure, the affected party shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement.

11. PRICING AND PAYMENT TERMS. Except as otherwise agreed upon in a end-user agreement, the following pricing and payment terms shall apply. Pricing shall be as specified in the order. BT will invoice the Software, Hardware and related services (collectively "Product") as specified in the order upon (i) BT's receipt of either a your corresponding purchase order or a separate purchase order waiver form signed by an authorized representative of the your finance department; and (ii) shipment of any applicable Product. You shall pay all invoices within thirty (30) days of the date of the BT invoice. If BT is required to take action to recover any past due amounts, you will be responsible for the payment of reasonable attorneys' fees and costs incurred by BT in connection with taking such action. In the event you wish to dispute an invoice, you shall promptly, but in no event later than the payment due date, notify BT in writing of such disputed invoice, together with all information relevant to the dispute. You must pay all undisputed invoices in accordance with this section. Disputes shall be resolved promptly and the resolved amount, if any, shall be payable within thirty (30) days after resolution. Charges are exclusive of applicable value-added, sales, use, excise, customs duties or other taxes, fees or surcharges (including, but not limited to regulatory fees or surcharges) ("Taxes"), relating to the sale, purchase, transfer of ownership, delivery, installation, license, use or processing of Product, BT equipment and/or BT provided equipment or provision of the service under the Agreement. Licensee will pay all such Taxes including those paid or payable by BT and any related interest and penalties, for goods or services supplied under the Agreement, except to the extent a valid exemption certificate is provided by Licensee to BT prior to the delivery of the Product or related services. In the event that payment of any amount of the charges becomes subject to withholding tax, levy or similar payment obligation on sums due to BT under the Agreement such withholding tax amounts shall be borne and paid for by Licensee in addition to the sums due to BT. Licensee will provide BT free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by Licensee.

12. MISCELLANEOUS. If any provision of this Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this Agreement

shall not be affected. No waiver of any right under this Agreement shall be effective unless given in writing by an authorized representative of BT. No waiver by BT of any right shall be deemed to be a waiver of any other right of arising under this Agreement. The parties' rights and obligations which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York of the United States of America. The parties irrevocably submit to the nonexclusive jurisdiction of the courts in New York, NY, USA. You and BT exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods.

13. THIRD PARTY SOFTWARE Certain incorporated third party software may be provided by BT with the delivery of the Software, and such third party software may include applicable third party product specific click-wrap or web based license terms. To the extent of any inconsistency between the third party required product specific terms and this Agreement, such product specific terms accompanying the Software shall govern

13.1 JAVA RUNTIME. Portions of this Software may require the following license information: Java Runtime Environment Binary Code License ("Java License") contains rights and restrictions associated with use of the accompanying Java Runtime Environment software and documentation ("Java Software"). Read this Section carefully before using the Java Software. By using the Java Software you agree to the additional terms and conditions which apply to the Java License:

A. Java Platform Interface. You may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that you create any Java-related API and distributes such API to others for applet or application development, you must promptly publish broadly, an accurate specification for such API for free use by all developers of Java-based software.

B. Restrictions. The Java Software is confidential copyrighted information of Sun and title to all copies is retained by Sun and/or its licensors. You shall not decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Java Software. The Java Software may not be leased, assigned, or sublicensed, in whole or in part, except as specifically authorized. The Java Software is not designed or intended for use in online control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. You warrant that it will not use or redistribute the Java

Software for such purposes.

C. Disclaimer of Warranty. The Java Software is provided "AS-IS," without a warranty of any kind. ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED.

D. Limitation of Liability. SUN AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU OR ANY THIRD PARTY AS A RESULT OF USING OR DISTRIBUTING THE JAVA SOFTWARE. IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE JAVA SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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13.4 MySQL Community Edition

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You may obtain a copy of the MySQL Community Edition License at

<http://www.gnu.org/licenses/gpl-2.0.html.txt>

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The BT distribution of the MySQL Community Edition includes the object and source code of the application as per the requirements in the GNU GPL Version 2.0 License. BT does not make any changes to the source code or object code, and does not charge for the MySQL Community Edition component. It is included on the distribution media only as a convenience for the end user. During the installation process the End User can choose to provide their own copy of the MySQL database if they do not want to use the free supplied copy of the MySQL Community Edition.

13.5 ORACLE JDBC Driver

Portions of this Software may be based on code from Oracle and require the following license information. Read this Section carefully before using the Java Software. By using the Java Software you agree to the additional terms and conditions which apply to the Oracle JDBC Driver License:

We grant you a nonexclusive, nontransferable limited license to use the programs: (a) for purposes of developing, testing, prototyping and running applications you have developed for your own internal data processing operations; (b) to distribute the programs with applications you have developed to your customers provided that each such licensee agrees to license terms consistent with the terms of this Agreement, you do not charge your end users any additional fees for the use of the programs, and your end users may only use the programs to run your applications for their own business operations; and (c) to use the programs to provide third party demonstrations and training. You are not permitted to use the programs for any purpose other than as permitted under this Agreement. If you want to use the programs for any purpose other than as expressly permitted under this agreement you must contact us, or an Oracle reseller, to obtain the appropriate license. We may audit your use and distribution of the programs. Program documentation is either shipped with the programs, or documentation may be accessed online at <http://otn.oracle.com/docs>.

14. ENTIRE AGREEMENT. You agree that this Agreement is the complete and exclusive statement of the agreement between you and BT, and it supersedes any proposal or prior agreement, oral or written, and any other communication relating to the Product. No vendor, distributor, reseller, sales representative, or other person is authorized to modify this Agreement or to make any warranty, representation or promise which is different from those set forth in this Agreement. No other terms and conditions shall apply, including but not limited to, those provided on or with a purchase order (other than the identification of the Product or service, the price and the quantity

of Product, duration or level of service desired, the address for invoicing, and the required delivery date and delivery locations.)

15. COUNTRY UNIQUE TERMS FOR COUNTRIES OTHER THAN THE UNITED STATES OF AMERICA THAT MODIFY THE TERMS SPECIFIED ABOVE.

AUSTRALIA. Limited Warranty (Section 5). The warranties specified this Section are in addition to any rights you may have under the Trade Practices Act or other legislation and are only limited to the extent permitted by the applicable legislation. Limitation of Liability (Section 6). The following paragraph is added to this Section: "Where BT is in breach of a condition of warranty implied by the Trade Practices Act 1974, BT's liability is limited to: (a) where BT supplied services – the cost of having the services supplied again; or (b) where BT supplied goods – the repair or replacement of the goods, or the supply of equivalent goods." Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

CANADA. Miscellaneous (Section 12). This Agreement is governed by the laws of the Province of Ontario.

CENTRAL EUROPE & RUSSIA. Miscellaneous (Section 12). This Agreement is governed by the material laws of Austria. All disputes and controversies between the parties arising out of, or in connection with, this Agreement or its implementation, performance or interpretation, shall be finally settled under the Rules of Arbitration and Reconciliation of the Arbitral Centre of the Federal Economic Chamber in Vienna (Vienna Rules), by three arbitrators appointed in accordance with said Rules. The arbitration shall be held in Vienna, Austria. The official language of the proceedings shall be English. The decision of the arbitrators shall be final and binding upon both parties and therefore, the parties pursuant to paragraph 588(2) of the Austrian code of Civil Procedure, expressly waive the application of paragraph 595(1), figure 7 of said Code. The clauses set forth above shall, however, in no way limit BT's right to institute proceedings in any court of competent jurisdiction.

ESTONIA, LATVIA, LITHUANIA. Miscellaneous (Section 12). All disputes arising in connection with the present Agreement shall be finally settled in Arbitration. Each party shall appoint one arbitrator and they shall jointly appoint the chairman. If they cannot agree on the chairman, then the chairman shall be appointed by the Central Chamber of Commerce in Helsinki. In the Arbitration the law on Arbitration will be adhered to. Finnish law shall apply. The arbitrators shall come together in Helsinki.

GERMANY, AUSTRIA, SWITZERLAND. Limited Warranty (Section 5). The warranty for the Product covers the functionality of the Product for its normal use. In case the Product is delivered without specifications, BT will only warrant that the information provided with the Product correctly describes the Product and that the Product can be used according to the information provided. In case non-BT software, hardware and documentation are delivered by BT, the warranty for such non-BT software or documentation is the same warranty as specified in this Agreement, unless otherwise agreed by the parties in writing. Limitation of Liability (Section 6). The limitations and exclusions specified in the Agreement will not apply to damages caused by BT with intention or gross negligence. Miscellaneous (Section 12). The limitation on bringing a legal action is not applicable in case of tort by either BT, its agents or you.

ISRAEL. Miscellaneous (Section 12). The limitation on bringing a legal action will be according to the law of limitation provided a notification concerning the cause of action was sent no more than two years after the cause of action arose or became known to plaintiff.

IRELAND. Limited Warranty (Section 5). No statement in this Agreement shall affect the statutory rights of consumers.

MIDDLE EASTERN COUNTRIES (ABU-DHABI(U.A.E.), BAHRAIN, DUBAI(U.A.E.), OMAN, KUWAIT, QATAR). Miscellaneous (Section 12). This Agreement is governed by the law and jurisdiction of Bahrain.

NEW ZEALAND. Limited Warranty (Section 5). The warranties specified in this Section are in addition to any rights you may have under the Consumers Guarantee Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods or services which BT provides. If you require the goods or services for the purposes of a business as defined in that Act. Limitation of Liability (Section 6). The following paragraph should be added to this Section: "Where products or services are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1983, the limitations in this Section are subject to the limitations in that Act."

PEOPLE'S REPUBLIC OF CHINA. Licenses (Section 1). All banking charges incurred in the People's Republic of China shall be borne by you and those incurred outside the People's Republic of China shall be borne by BT. Miscellaneous (Section 12). The laws of the State of New York govern this Agreement. Any dispute concerning this Agreement may be settled by arbitration. The arbitration will take place in Stockholm, Sweden, under the auspices of the International Arbitration Center in English in accordance with the rules then in effect under the United Nations Commission on International Trade Law (UNCITRAL). The arbitration award will be final and binding on both parties and both parties shall act accordingly. The arbitration fee shall be

borne by the losing party.

UNITED KINGDOM. Limitation of Liability (Section 6). The limitation of liability shall not apply to any breach of BT's obligations implied by Section 12 of the Sales of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act of 1982.