END-USER LICENSE AGREEMENT FOR ANALOG DIGIUM GATEWAY AND GATEWAY SOFTWARE

IMPORTANT – PLEASE READ CAREFULLY

1.1 Definitions

“Affiliate” means an entity which is (a) directly or indirectly controlling Digium; or (b) which is directly or indirectly owned or controlled by Digium.

“Digium” means both Digium, Inc. and Digium’s Affiliates.

"Analog Digium Gateways" means Digium manufactured and branded gateways which are hardware devices (inclusive of the Analog Digium Gateway Software).

"Digium Analog Gateway Software" collectively means both the Original Analog Digium Gateway Software and any Analog Digium Gateway Software Updates.

“Digium Analog Gateway Software Updates” means updates or replacements provided by Digium for the Original Analog Digium Gateway Software in the form of feature enhancements, software updates, bug fixes, upgrades, otherwise modified versions of the Original Analog Digium Gateway Software, or system restore software provided by Digium, whether in read only memory or on any other media or in any other form.

“Original Digium Analog Gateway Software” means the software, sounds (for example, ringtones), interfaces, content, fonts, documentation, and any data that are delivered with Analog Digium Gateways.

"You", "you" or "your" means collectively the licensee, purchaser, and end user.

1.2 This End-User License Agreement (the "Agreement" or "EULA") is a legal agreement between Digium and You regarding the license terms of the Original Analog Digium Gateway Software, the Digium Analog Gateway Software Updates and the terms of use for Analog Digium Gateways. By using a Digium Analog Gateway or downloading a Analog Digium Gateway Software Update, as applicable, you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement you may return the Analog Digium Gateway, subject to the time limitations, unopened requirement, and other restrictions of Digium's then current Return Policy and Warranty Policy. Copies of Digium's Return Policy and Warranty Policy may both be found on www.digium.com and the terms of those polices are incorporated herein by reference.

2. GRANT OF LICENSE. The Digium Analog Gateway Software is licensed, not sold, to you by Digium for use only under the terms of this Agreement. Subject to the terms and conditions of this Agreement, Digium grants you a non-exclusive, non-sublicenseable, non-transferable license to use the Analog Digium Gateway Software for internal business purposes and not for resale, sub-license, or leasing. Notwithstanding the foregoing, Digium acknowledges that certain components of the Analog Digium Gateway Software may be covered by so-called "open source" software licenses ("Open Source Components"). Digium will provide a list of Open Source Components for the particular version of the Analog Digium Gateway Software you are using upon your request. To the extent required by the licenses covering Open Source Components, the terms of such licenses will apply in lieu of the terms of this Agreement, and Digium hereby represents that only Open Source Components with licenses that intend to grant permissions no less broad than the license granted in this Section 2 are included in the Analog Digium Gateway Software. To the extent which the licenses applicable to an Open Source Component prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply. A list of the licenses under which the Open Source Components are made available is provided in Exhibit A and those terms are incorporated herein by reference.
Digium respects your privacy. Please read the following statement that applies to data collected by Digium through the Product Analog Digium Gateway. The Product Analog Digium Gateway may collect a variety of information including but not limited to server and software configuration information and reports that to Digium’s server on boot for the purpose of improving the performance of the Product Analog Digium Gateway. This information may be stored by Digium perpetually. Digium may share and disclose the foregoing information in an aggregated form in order to describe Digium’s services to prospective and existing partners, advertisers, or other third parties, and for other lawful purposes. The aggregated information will not be linked to any personal information that can identify any individual person or company. The following information is excluded from being collected pursuant to the foregoing: call logs, call recording details, login and logout activity, extension details such as name, address, and password, SIP provider details such as username and password, contact entries for names and phone numbers, administrative-user information, and audio files.

3. RESERVATION OF RIGHTS. Except for the limited license rights expressly granted in this Agreement, Digium reserves all rights in and to the Analog Digium Gateway Software and any modifications thereto, including title, ownership, trademark, copyright, patent, trade secret and any other rights and interests. You will own only the hardware of the Analog Digium Gateway (exclusive of Analog Digium Gateway Software embedded in the hardware) and the physical media on which the Analog Digium Gateway Software and associated documentation are reproduced and distributed. Analog Digium Gateways that are provided or sold as demo or evaluation units, or are marked with the legend "For Evaluation Only" or a similar notation, are not authorized for commercial business use in production or deployment, but are made available only for demonstration or evaluation purposes, and may not be resold or transferred to any third party without prior written permission from Digium.

4. EMERGENCY CALLS. You understand and acknowledge that Analog Digium Gateways may be used to implement, supplement, or replace telephone systems and telecommunications services, and that in some cases, certain government regulations may apply to their implementation or use; and compliance with such regulations is your sole responsibility. You understand and acknowledge that users of the system in which you install Analog Digium Gateways may attempt to use that system to place emergency calls. You acknowledge and agree that: the Analog Digium Gateways must be properly configured for your system or application; that the nature of the Analog Digium Gateways and any networks the Analog Digium Gateways may operate upon allow many possible configurations; that such configuration may be beyond the scope of the documentation supplied with the Analog Digium Gateways; and that specialized experience and training may be required to properly configure the Analog Digium Gateways. You acknowledge and agree that it is your sole responsibility to ensure that the Analog Digium Gateways and associated networks and systems are configured such that emergency calls are properly handled, and that any system or application using the Analog Digium Gateways complies with all applicable laws and regulations. You acknowledge and agree that telephone and telecommunications systems can be complex and must be installed, implemented, and configured by the appropriate technically qualified personnel, and that you or your authorized agents have the qualifications necessary to properly implement and configure the Analog Digium Gateways to handle emergency calls, if applicable. You further acknowledge and agree that it is your sole and ongoing responsibility to ensure the proper operation of any emergency calling system that is providing service to the Analog Digium Gateways, including, but not limited to: initially and regularly testing the operation of the Analog Digium Gateways, including testing the operation with emergency services; notifying and training all users of any system on which the Analog Digium Gateways are installed how to use the system for emergency calls; and notifying such users of any and all limitations of your configuration and implementations of the Analog Digium Gateway Software and any network or system the Analog Digium Gateways are used on or with. By using Analog Digium Gateways under this Agreement, you explicitly release Digium from any warranty, duty, liability, or obligation to train you or any users of your system regarding the proper configuration, operation, or use on any system or network it is used in conjunction with on which it is installed; to ensure that your configuration, implementation, or use of Analog Digium Gateways provides for the proper handling or routing of emergency calls; or to ensure that your use of Analog Digium Gateways is in compliance with any applicable laws and regulations.

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6. WARRANTY AND RETURN
The terms under which Analog Digium Gateways are warranted and able to be returned are defined in the Digium Warranty Policy and the Digium Return Policy, both of which are available on www.digium.com, the terms of which are included herein and incorporated by this reference. Digium reserves the right to update Digium's Warranty Policy and Digium's Return Policy. The version of the Warranty Policy that is current as of the date of Your purchase of Analog Digium Gateways is the version that applies to You and the version of the Return Policy that is current as of the date You requested to return the Analog Digium Gateway is the version that applies to You.

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6.1.1 Digium makes available an API and software development kit which third parties can use to configure and control the Analog Digium Gateways. Digium makes no warranty as to the software built by third parties and if you elect to use the applications you do so at your own risk.

7. PROPRIETARY WORKS. Analog Digium Gateways contain trademarks, trade secrets and/or copyrighted materials of Digium or its suppliers.

7.1 You agree not to reverse engineer, decompile, or disassemble Analog Digium Gateways, nor defeat, bypass, remove or otherwise interfere with any licensing mechanism which may be provided in or with the Analog Digium Gateway Software, except to the extent such restriction is expressly prohibited by applicable law or as permitted by the licensing terms governing the Open Source Components. You shall not disclose or make available such trade secrets or copyrighted material (including any information pertaining to any licensing mechanism which may be provided in or with the Analog Digium Gateway Software) in any form to any third party nor remove any trademark notices, copyright notices, or licensing terms from Analog Digium Gateways or any components therein. Title and intellectual property rights in and to Digium trademarks and Digium copyrighted material which appears in content displayed by or accessed through the Analog Digium Gateway Software belongs to Digium This Agreement does not grant you any rights to use such trademarks or copyrighted material nor does it guarantee that such content will continue to be available to you.

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8. TERMINATION. This Agreement shall terminate upon either destruction of Your Analog Digium Gateways or return of Your Analog Digium Gateways to Digium or Digium's authorized channel partner from whom you purchased the Analog Digium Gateways. In the event of a breach of the scope of use permitted by the grant in Section 2, or if you do not comply with other material terms and conditions of this Agreement, Digium shall have the right to immediately terminate this Agreement, in which case you must promptly destroy or return Your Analog Digium Gateways to Digium. Notwithstanding the foregoing, the provisions of Sections 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive termination of this Agreement.

9. EXPORT RESTRICTION AND COMPLIANCE WITH ALL APPLICABLE LAWS. You acknowledge that Analog Digium Gateways, with the possible exception of certain third-party components, are of United States origin. The export and re-export of Analog Digium Gateways is controlled by the United States Export Administration Regulations and Analog Digium Gateways may not be exported or re-exported to any country to which the United States embargoes goods. In addition, Analog Digium Gateways may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. By downloading Analog Digium Gateway Software or using a Analog Digium Gateway, you are certifying that you are not a national of an embargoed country to which the United States embargoes goods and that you are not a person on the Table of Denial Orders, the Entity List or the List of Specially Designated Nationals. You also agree that you will not use Analog Digium Gateways for any purposes prohibited by United States law. You agree to use Analog Digium Gateways in compliance with all applicable laws, including local laws of the country or region in which you reside or you download the Analog Digium Gateway Software or use Analog Digium Gateways.

10. TRANSFER AND ASSIGNMENT. This Agreement and the rights and obligations under it are not assignable by you without the prior written approval of Digium, voluntarily or by operation of law. Any attempt by you to assign this Agreement without such approval shall be void. This Agreement shall inure to the benefit of the successors and assigns of Digium.

11. U.S. GOVERNMENT USERS. Analog Digium Gateways and their documentation qualify as "commercial items" as defined at 48 C.F.R. 2.101 and 48 C.F.R. 12.212. All Government users acquire Analog Digium Gateways and documentation with only those rights herein that apply to non-governmental customers of Digium.

12. GOVERNING LAW AND JURISDICTION AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed under the laws of the USA, and to the extent no federal law applies, the laws of the State of Alabama, USA. Forum, jurisdiction, and venue shall be determined in accordance with such law. If permitted by applicable law, Digium and you hereby expressly waive any right to a trial by jury and consent to a bench trial in the event of a dispute. Digium and you agree to attempt to resolve any dispute by direct communication between representatives of each party who are authorized to finally resolve the dispute prior to filing any legal action against the other party. The parties agree to attempt to resolve the dispute within fourteen (14) days of notice of the dispute having been provided to the party not invoking this clause and agree not to resort to legal action, other than injunctions, during the fourteen day dispute resolution period. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all prior writings, negotiations or understandings with respect thereto. The provisions of this Agreement shall take precedence over any conflicting terms in any subsequent purchase order, documentation or collateral. The parties agree that this Agreement may be executed electronically and that electronic copies of this Agreement shall be binding upon the parties. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

EXHIBIT A- OPEN SOURCE COMPONENT LICENSES

1. OPEN SOURCE LICENSES. Digium acknowledges that the Analog Digium Gateway Software contains some Open Source Components which are licensed for distribution under so-called "open source" distribution licenses, and includes the licenses for these Open Source Components in compliance with the license terms.

You may obtain distribution media containing the source code for Open Source Components whose licenses mandate that Digium provide source code upon request by contacting Digium sales via:
Postal Service:
Digium, Inc.
Sales Department
445 Jan Davis Drive NW
Huntsville, AL 35806

Or by using the contact sales form available at URL: http://www.digium.com/en/company/contact/
Or by calling Digium sales at +1 (256) 428-6262

Via any of these means, you may order a product code that we will provide to you, and this will be shipped to
you after payment of a price no more than Digium's reasonable cost in physically performing the conveying of
this source code. Orders placed via electronic mail must be paid via a Digium-accepted credit card; orders
via postal service can be paid either via credit card or a check drawn on a United States bank.

2. GNU GENERAL PUBLIC LICENSE VERSION 1.0 OR GREATER COMPONENTS. The following components
are licensed under version 1.0 or greater of the GNU General Public License (included as Exhibit A.1).

dbus
dbus-glib
dbus-test
libcache-cache-perl
libcgi-perl
libdb-sqlite-perl
libdbi-perl
libencode-locale-perl
liberror-perl
libhtml-parser-perl
libhttp-date-perl
libjson-perl
liblwp-protocol-https-perl
libnet-bonjour-perl
libnet-dns-perl
libnet-http-perl
libtemplate-toolkit-perl
libtry-tiny-perl
liburi-perl
libwww-perl
libxml-parser-perl
libxml-simple-perl
perl
libdigest-sha1-perl
libio-socket-ssl-perl
libcap
freetype
flac
spandsp
watchdog
kmod
automake
base-files
bash-completion
cryptodev-linux
gtk-doc-stub
hostap-utils
imx-also-plugins
init-ifupdown
initscripts
inittool
kernel-module-imx-gpu-viv
kern-tools
liberation-fonts
linux-imx
linux-libc-headers
logrotate
makedevs-native
mmc-utils
neard
netbase
ofono
openvpn
pps-tools
prelink
ptest-runner
python-smartpm
quit
rpmresolve
rrdtool
sysvinit-inittab
wireless-tools
busybox
autoconf
e2fsprogs
glibc, GNU C library
glibc, ISO C++ library
glib-locale
libtool
qemu
sysfsutils
eudev
alsa-utils
apmd
base-passwd
createrepo
devmem2
ethtool
gnome-common
iproute2
iptables
ldconfig
libsamplerate
lzo
lzop
mklibs
opkg
opkg-utils
pciutils
pkgconfig
psplash
sysvinit
u-boot-imx
uboot-mkimage
update-rc.d
usbutils
sysklogd
xz
ibpgpg-error
lmsensors
util-linux
libgcrypt
props
gmp
cronie
alsa-lib
bc
acl
attr
avahi
bluez5
gobject-introspection
nettle
Linux Kernel and modifications to the Linux Kernel
ifplugd

3. GNU GENERAL PUBLIC LICENSE VERSION 3 COMPONENTS. The following components are licensed under version 3 of the GNU General Public License (included as Exhibit A.2).

libidn
gnu-config
gcc-runtime
libgcc
gcc-cross-arm
xz
libgcrypt
binutils-cross-arm
bison
dosfstools
gawk
gdbm
grep
groff
m4
mtools
e2fsprogs
make
mpfr
dtc
bash
coreutils
diffutils
gperf
parted
readline
sed
gettext
gnutls

e2fsprogs
make

4. GNU LIBRARY GENERAL PUBLIC LICENSE VERSION 2 COMPONENTS. The following components are licensed under version 2 of the GNU Library General Public License (included as Exhibit A.3).
5. GNU LESSER GENERAL PUBLIC LICENSE VERSION 2.1 COMPONENTS. The following components are licensed under version 2.1 of the GNU Lesser General Public License (included as Exhibit A.4).

libidn
flac
wireless-tools
glibc, GNU C library
glibc, ISO C++ library
glib-locale
lib tool
qemu
sysfsutils
xz
libgpg-error
lmsensors
util-linux
libgcrypt
procps
gettext
gnutls
cross-localdef
seudo
libel
libstd
libsndfile1
python-pyobjc
rpm
alsa-lib
bc
libical
libcheck
libdaemon
libnss-mdns
libusb1
libusb-compat
acl
attr
avahi
bluez5
gnome-desktop-testing
shared-mime-info
glib-2.0
gobject-introspection
cairo

6. APACHE LICENSE VERSION 2.0 COMPONENTS. The following components are licensed under Apache License Version 2.02 (included as Exhibit A.5)

apache2
apache-perl
apr
apr-util
python-pyrex-native
rpm
pigz
7. GNU AFFERO GENERAL PUBLIC LICENSE VERSION 3.0 COMPONENTS. The following components are licensed under 3.0 of the GNU Affero General Public License (included as Exhibit A.6).

   db

8. ARTISTIC LICENSE 1.0 COMPONENTS. The following components are licensed under 1.0 of the Artistic License 1.0 (included as Exhibit A.7)

   none

9. GNU FREE DOCUMENTATION LICENSE 1.2 COMPONENTS. The following components are licensed under 1.2 of the GNU Free Documentation License (included as Exhibit A.8)

   flac

10. GNU LESSER GENERAL PUBLIC LICENSE VERSION 3.0 COMPONENTS. The following components are licensed under 3.0 of the GNU Lesser General Public License (included as Exhibit A.9)

   mpfr
   libmpc
   nettle

11. OTHER OPEN SOURCE LICENSES. The following components are licensed under various licenses, included in their respective Exhibits.

cmake, Exhibit A.10, BSD (as specified in Exhibit A.10)
file, Exhibit A.11, BSD (as specified in Exhibit A.11)
flex, Exhibit A.12, BSD (as specified in Exhibit A.12)
iw, Exhibit A.13, BSD (as specified in Exhibit A.13)
libarchive, Exhibit A.14, BSD (as specified in Exhibit A.14)
libedit, Exhibit A.15, BSD (as specified in Exhibit A.15)
libev, Exhibit A.16, BSD (as specified in Exhibit A.16)
libgpr, Exhibit A.17, BSD (as specified in Exhibit A.17)
libpcap, Exhibit A.18, BSD (as specified in Exhibit A.18)
libpcre, Exhibit A.19, BSD (as specified in Exhibit A.19)
libzip, Exhibit A.20, BSD (as specified in Exhibit A.20)
libvorbis, Exhibit A.21, BSD (as specified in Exhibit A.21)
lighttpd, Exhibit A.22, BSD (as specified in Exhibit A.22)
openssl, Exhibit A.23, BSD (as specified in Exhibit A.23)
pbzip2, Exhibit A.24, BSD (as specified in Exhibit A.24)
rcbind, Exhibit A.25, BSD (as specified in Exhibit A.25)
speex, Exhibit A.26, BSD (as specified in Exhibit A.26)
speexdsp, Exhibit A.27, BSD (as specified in Exhibit A.27)
tcpdump, Exhibit A.28, BSD (as specified in Exhibit A.28)
tcp-wrappers, Exhibit A.29, BSD (as specified in Exhibit A.29)
wpa-supplicant, Exhibit A.30, BSD (as specified in Exhibit A.30)
quota, Exhibit A.31, BSD & GPLv2+ & LGPLv2.1+ (as specified in Exhibit A.31)
shadow, Exhibit A.32, BSD | Artistic-1.0 (as specified in Exhibit A.32)
nasm, Exhibit A.33, BSD (as specified in Exhibit A.33)
tiff, Exhibit A.34, BSD (as specified in Exhibit A.34)
unifdef, Exhibit A.35, BSD (as specified in Exhibit A.35)
libjpeg-turbo, Exhibit A.36, BSD (as specified in Exhibit A.36)
libsrtp, Exhibit A.37, BSD (as specified in Exhibit A.37)
zip, Exhibit A.38, BSD (as specified in Exhibit A.38)
bzip2, Exhibit A.39, BSD (as specified in Exhibit A.39)
asterisk-core-sounds-en-ulaw, Exhibit A.40, CC-BY-3.0 (as specified in Exhibit A.40)
ggettext-minimal, Exhibit A.41, FSF-Unlimited (as specified in Exhibit A.41)
flac, Exhibit A.42, BSD (as specified in Exhibit A.42)
gnu-config, Exhibit A.43, GPL-3.0-with-autoconf-exception (as specified in Exhibit A.43)
gcc-runtime, Exhibit A.44, GPL-3.0-with-GCC-exception (as specified in Exhibit A.44)
libgcc, Exhibit A.45, GPL-3.0-with-GCC-exception (as specified in Exhibit A.45)
gcc-cross-arm, Exhibit A.46, GPL-3.0-with-autoconf-exception & GPLv3 (as specified in Exhibit A.46)
busybox, Exhibit A.47, GPLv2 & bzip2 (as specified in Exhibit A.47)
e2fsprogs, Exhibit A.48, GPLv2 & LGPLv2 & BSD & MIT (as specified in Exhibit A.48)
glibc, Exhibit A.49, GPLv2 & LGPLv2.1 (as specified in Exhibit A.49)
sysklogd, Exhibit A.50, GPLv2+ & BSD (as specified in Exhibit A.50)
xz, Exhibit A.51, GPLv2+ & GPL-3.0-with-autoconf-exception & LGPLv2.1+ & PD (as specified in Exhibit A.51)
util-linux, Exhibit A.52, GPLv2+ & LGPLv2.1+ & BSD (as specified in Exhibit A.52)
elfutils, Exhibit A.53, GPLv3 & ELFutils-Exception (as specified in Exhibit A.53)
icu, Exhibit A.54, ICU (as specified in Exhibit A.54)
dhcpp, Exhibit A.55, ISC (as specified in Exhibit A.55)
bind, Exhibit A.56, ISC & BSD (as specified in Exhibit A.56)
sudo, Exhibit A.57, ISC & BSD & Zlib (as specified in Exhibit A.57)
cronie, Exhibit A.58, BSD-3-Clause & BSD-2-Clause & GPLv2+ (as specified in Exhibit A.58)
glib-2.0, Exhibit A.59, LGPLv2+ & BSD & PD (as specified in Exhibit A.59)
libpng, Exhibit A.60, libpng (as specified in Exhibit A.60)
alsastate, Exhibit A.61, MIT (as specified in Exhibit A.61)
depmodwrapper, Exhibit A.62, MIT (as specified in Exhibit A.62)
дрі2рііoто, Exhibit A.63, MIT (as specified in Exhibit A.63)
expat, Exhibit A.64, MIT (as specified in Exhibit A.64)
glproto, Exhibit A.65, MIT (as specified in Exhibit A.65)
harbuzz, Exhibit A.66, MIT (as specified in Exhibit A.66)
jansson, Exhibit A.67, MIT (as specified in Exhibit A.67)
libdrm, Exhibit A.68, MIT (as specified in Exhibit A.68)
libffi, Exhibit A.69, MIT (as specified in Exhibit A.69)
libpthread-stubs, Exhibit A.70, MIT (as specified in Exhibit A.70)
libxcb, Exhibit A.71, MIT (as specified in Exhibit A.71)
libxrdamage, Exhibit A.72, MIT (as specified in Exhibit A.72)
libxft, Exhibit A.73, MIT (as specified in Exhibit A.73)
libxml2, Exhibit A.74, MIT (as specified in Exhibit A.74)
libxslt, Exhibit A.75, MIT (as specified in Exhibit A.75)
libxxf86vm, Exhibit A.76, MIT (as specified in Exhibit A.76)
mesa, Exhibit A.77, MIT (as specified in Exhibit A.77)
ncs, Exhibit A.78, MIT (as specified in Exhibit A.78)
ossn-uuid, Exhibit A.79, MIT (as specified in Exhibit A.79)
packagegroup-base, Exhibit A.80, MIT (as specified in Exhibit A.80)
packagegroup-core-boot, Exhibit A.81, MIT (as specified in Exhibit A.81)
popt, Exhibit A.82, MIT (as specified in Exhibit A.82)
python-dbus, Exhibit A.83, MIT (as specified in Exhibit A.83)
qemuwrapper, Exhibit A.84, MIT (as specified in Exhibit A.84)
rung-postinsts, Exhibit A.85, MIT (as specified in Exhibit A.85)
shadow-securetty, Exhibit A.86, MIT (as specified in Exhibit A.86)
texinfo-dummy, Exhibit A.87, MIT (as specified in Exhibit A.87)
udev-rules-imx, Exhibit A.88, MIT (as specified in Exhibit A.88)
xcb-proto, Exhibit A.89, MIT (as specified in Exhibit A.89)
xf86driproto, Exhibit A.90, MIT (as specified in Exhibit A.90)
xf86vidmodeproto, Exhibit A.91, MIT (as specified in Exhibit A.91)
fixesproto, Exhibit A.92, MIT & MIT-style (as specified in Exhibit A.92)
inputproto, Exhibit A.93, MIT & MIT-style (as specified in Exhibit A.93)
libpciaccess, Exhibit A.94, MIT & MIT-style (as specified in Exhibit A.94)
util-macros, Exhibit A.95, MIT & MIT-style (as specified in Exhibit A.95)
xextproto, Exhibit A.96, MIT & MIT-style (as specified in Exhibit A.96)
Exhibit A.1

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that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new
free programs; and that you know you can do these things.

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Version 2, June 1991

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

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free
libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

   a) The modified work must itself be a software library.
   b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
   c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
   d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful. (For example, a function
in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

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b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

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To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

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When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore
permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system. Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

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"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet
all of these conditions:

a) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.
When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not.

Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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Version 2.0, January 2004
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Version 3, 19 November 2007

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bzip2/libbzip2 version 1.0.6 of 6 September 2010

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