

# infinity-loop upCast RT Standard License Agreement

Document ID: USLA20090318

IMPORTANT NOTICE:

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. PLEASE NOTE THAT IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT PRESS THE "I ACCEPT" BUTTON AT THE BOTTOM OF THIS WINDOW AND DO NOT START OR USE THIS SOFTWARE.

## I. Definitions & Interpretation

### 1 Definitions

In this Agreement, the following words and expressions will have the following meanings unless otherwise stated:

**AUTHOR** means the named person for whom a license has been paid by **YOU** and who actively creates or authors a document that is subsequently processed by **SOFTWARE**.

**DEVELOPMENT ENVIRONMENT** means the resources used in the course of developing a product, but specifically excluding any access by members of the public or by other people not specifically part of the development cycle of the product.

**SOFTWARE** means the upCast RT software which is a product of and copyrighted by infinity-loop GmbH.

**INFINITY-LOOP** means infinity-loop GmbH whose registered address is: Neideckstr. 25, 81249 Muenchen, Germany. This is the licensor.

**LINK TO** means the software is linked in binary form to a product and is required by the build process of that product to build successfully.

**PRODUCT** means a computer program, including a program required to generate the output of a website.

**DOCUMENTATION** means any documentation available as download or in textual form over and on the website owned and maintained by infinity-loop relating to the software.

**YOU** are the person or organisation licensing the software from infinity-loop on the one hand, and licensing the product to others, and are, accordingly, the licensee in respect of the software and the licensor in respect of the product.

### 2 Interpretation

2.1 Any headings in this agreement are for ease of use and are not intended to form part of this agreement nor effect its interpretation.

2.2 Reference to something in the masculine form includes the feminine and neuter forms and vice versa and reference to the singular includes the plural and vice versa.

2.3 Reference to clauses and schedules in this agreement are to clauses of and schedules to this agreement unless the context otherwise requires.

2.4 For all purposes in this agreement, "writing" includes electronic transmissions.

## II License Grant

### 1 License Types

The **SOFTWARE** is licensed (not sold) under exactly one of the following license types. **YOU** agree to abide by the restrictions listed below.

#### (a) Evaluation License

Under this license the **SOFTWARE** may be downloaded for free and used by **YOU** for a limited period for development and initial testing. The intention is to allow **YOU** time to assess whether the **SOFTWARE** is suitable for **YOUR** purposes. Under this license, the **SOFTWARE** and its output **may not** be used outside of a development or evaluation environment. The Evaluation License may impose functional restrictions on the **SOFTWARE**.

#### (b) Single Author License

Under this license, **AUTHOR** as a single individual user is granted the non-transferable, non-exclusive and perpetual right to install and run only one instance of the **SOFTWARE** at a time on a single computer.

#### (c) Project License

Under this license **YOU** are granted the non-transferable, non-exclusive and perpetual right to link the **SOFTWARE** to part of a **PRODUCT** running on a fixed number of production servers – defined as a computer run by **YOU** including the development environment – as specified in **YOUR** License Certificate. The use of **SOFTWARE** is restricted to the project(s) defined in **YOUR** License Certificate. The functionality offered by **SOFTWARE** as part of the **PRODUCT** may only be used to process documents of the **AUTHORS** specified in **YOUR** License Certificate.

#### (d) Site License

Under this license **YOU** are granted the non-transferable, non-exclusive and perpetual right to link the **SOFTWARE** to part of a **PRODUCT** running on a fixed number of production servers – defined as a computer run by **YOU** including the development environment – as specified in **YOUR** License Certificate. The use of **SOFTWARE** is restricted to the physical site(s) of the company specified in **YOUR** License Certificate. The functionality offered by **SOFTWARE** as part of the **PRODUCT** may only be used to process documents of the **AUTHORS** specified in **YOUR** License Certificate.

#### (e) Company License

Under this license **YOU** are granted the non-transferable, non-exclusive and perpetual right to link the **SOFTWARE** to part of a **PRODUCT** running on a fixed number of production servers – defined as a computer run by **YOU** including the development environment – as specified in **YOUR** License Certificate. The use of **SOFTWARE** is restricted to all sites of the

company specified in **YOUR** License Certificate. The functionality offered by **SOFTWARE** as part of the **PRODUCT** may only be used to process documents of the **AUTHORS** specified in **YOUR** License Certificate.

(f) OEM License

(i) Under this license **YOU** are granted the irrevocable, non-transferable, non-exclusive and perpetual right to link the **SOFTWARE** to **PRODUCTS** requiring the **SOFTWARE** as an integral part, and that are developed, marketed and distributed by **YOU** and distributed to third parties. Restrictions to this right are governed by **YOUR** License Certificate.

(ii) The **PRODUCTS** distributed by **YOU** and linked to the **SOFTWARE** must add considerable functionality to the **SOFTWARE. PRODUCTS**, which in essence mimic the functionality of the **SOFTWARE**, or a subset thereof, are expressly prohibited under this License.

(iii) This license includes the right for **YOU** to sub-license to third parties the right to use this **SOFTWARE** only as part of the **PRODUCT** developed by **YOU** – any other use will require a separate license agreement with **INFINITY-LOOP**.

(iv) **YOU** undertake and warrant that you will not reveal, divulge or disclose to any third party whatsoever the key code of this OEM License and further undertake to embed the OEM key code in a secure manner. The key must be hard coded into the source and not be stored external to the code.

## 2 Backup Copies

You may make backup copies of the **SOFTWARE** solely for archival and disaster-recovery purposes.

## 3 Source Code

**YOU** agree that this license does not include ownership of the source-code for the **SOFTWARE**, which may be covered by a separate license.

## III Copyright

(a) All title and copyrights in and to the **SOFTWARE** (including but not limited to any images, photographs, animations, video, audio, music, text, and object code incorporated into or distributed with the **SOFTWARE**), any accompanying printed materials, and any copies of the **SOFTWARE** are owned by **INFINITY-LOOP** or its suppliers. The **SOFTWARE** is protected by copyright laws and international treaty provisions. Therefore, you must treat the **SOFTWARE** like any other copyrighted material.

(b) In the event that a third party makes a claim against **YOU** that the **SOFTWARE** in its original form as licensed hereunder violates patents or any other intellectual property rights valid in any member state of the European Union or the United States of America, **INFINITY-LOOP** will use its commercially reasonable efforts to support **YOU** in defending yourself against such a claim. To the extent that **INFINITY-LOOP** has agreed to indemnify **YOU**, **INFINITY-LOOP** shall hold **YOU** harmless from such claims and reimburse **YOU** for the

reasonable costs of the defense, provided that **YOU** enable **INFINITY-LOOP** to conduct the defense alone without any restrictions and grant any necessary powers to them. **INFINITY-LOOP** does not accept any liability regarding any actual or alleged violation of patents or other intellectual property right valid in any other country or jurisdiction, unless expressly agreed otherwise.

## **IV Restrictions**

**YOU** shall refrain from making any use of the **SOFTWARE** which is not expressly permitted under this agreement. **YOU** shall, in particular, refrain from reverse engineering, modifying, adapting or translating the **SOFTWARE** and performing any benchmark tests with the **SOFTWARE** and/or publishing the results of any benchmark test without **INFINITY-LOOP**'s prior written consent, except in each case to the extent expressly permitted in this agreement or by mandatory law. **YOUR** right to copy and modify the **SOFTWARE** to the extent expressly permitted by applicable mandatory legislation regarding backup or the elimination of errors shall not be deemed restricted hereby provided that **INFINITY-LOOP** has been given reasonable prior notice and opportunity by **YOU** to eliminate any alleged defect. Likewise, **YOUR** right under applicable mandatory legislation regarding reverse engineering in order to obtain certain information shall not be deemed restricted hereby provided that **INFINITY-LOOP** has been given reasonable prior notice and opportunity by **YOU** to provide such information. Any backup copies shall contain all of the copyright notices shown on the original.

## **V Limited Warranties**

No warranty of any kind, including the implied warranty of merchantability and fitness for purpose, is available if this **SOFTWARE** is licensed under the "Evaluation License" type of license defined above. For other license types **only**, the following apply:

**INFINITY-LOOP** warrants that the **SOFTWARE** will substantially perform the functions described in the accompanying documentation for a period of ninety (90) days after the date of delivery of the **SOFTWARE** to **YOU**. **INFINITY-LOOP** makes and you receive no warranties, express or implied, of any kind, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. **INFINITY-LOOP** does not warrant that the operation of the **SOFTWARE** will be uninterrupted or free of errors. **INFINITY-LOOP** specifically denies any time span either express or implied for the correction of any bugs found.

Any advice in the **DOCUMENTATION** is by its nature general and should not be relied on by **YOU** without obtaining independent advice and verification. **INFINITY-LOOP** cannot therefore accept responsibility for any losses arising as a result of reliance placed on such advice.

## **VI Limitation of Liability**

**INFINITY-LOOP** shall not be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other economic advantage) arising out of the use of or inability to use the **SOFTWARE** or the provision of or failure to provide

support services, even if **INFINITY-LOOP** has been advised of the possibility of such damages, with the exception of damages caused by intent or gross negligence.

In any case, **INFINITY-LOOP**'s entire liability under any provision of this License Agreement shall be limited to correct, work around errors in, or choose to replace the **SOFTWARE** with a corrected product version at its discretion within the first ninety (90) days after delivery to **YOU**. If **INFINITY-LOOP** can not correct the defect, **YOU** may choose to terminate this license and ask for a refund of the license fee.

## **VII Support**

**INFINITY-LOOP** will provide consulting and support services to **YOU**, including, but not limited to, installation support, user training, ongoing user support and the delivery of upgrades and updates to the **PRODUCT**. The effort for these services is billed separately.

## **VIII Audit Assessment**

Upon reasonable notice, **INFINITY-LOOP** or its designated third party shall have the right to conduct an internal audit of your system to ensure compliance with this agreement. If the audit determines that **YOU** are out of compliance with this agreement, **YOU** shall be liable for all software and expenses incurred during assessment.

## **IX Miscellaneous**

Should any provision of this agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this agreement will not be affected or impaired thereby.

## **X Confidentiality Obligations**

If either party (the "Recipient") obtains access to Confidential Information of the other through disclosure by the other (the "Disclosing Party") or by any other means, the Recipient agrees that it will not use the Confidential Information (except as authorised in the agreement) or disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party. For the purpose of this agreement, "Confidential Information" shall mean all information about or belonging to the Disclosing Party that is not a matter of public knowledge and all trade secrets and intellectual property owned or licensed by the Disclosing Party. The restrictions of this paragraph shall not apply to any information that: (i) is already rightfully known by the Recipient free of any confidentiality obligation; (ii) is or becomes publicly known except through any wrongful act of the Recipient; (iii) is independently developed by the Recipient without breach of this Agreement; or (iv) is subject to disclosure pursuant to a subpoena, judicial or governmental requirement or order, provided that the Recipient has given the Disclosing Party sufficient prior notice of such subpoena, requirement, or order, to permit the Disclosing Party a reasonable opportunity to object to the subpoena, requirement, or order and to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy. The obligations described in this paragraph shall survive termination of the agreement.

Either party shall have the right to publish, cause to have published, or use the name of the other party and any information about its relationship with the other party, including but not

limited to the inclusion of the other party's name in reference lists or for advertising or other promotional purposes, unless this is expressly prohibited in writing by either party.

## **XI Termination**

**INFINITY-LOOP** may forthwith terminate this agreement (without prejudice to any prior accrued rights) in the event of the following:

- (a) **YOU** failing to remedy any breach of this agreement (insofar as such breach is reasonably capable of remedy) within 30 days of written notice of such breach;
- (b) **YOU** being subject to a bankruptcy or winding up notice or petition or a receiving order or having an administrator appointed in respect of your affairs (save as part of a restructuring or amalgamation otherwise than by reason of your insolvency).

You will forthwith on termination remove all copies of any part of the **SOFTWARE** from your computer system(s) and remove all license keys.

## **XII General**

If any party does not fully enforce its rights under this agreement at any time, it will not prevent it from doing so later in respect of a particular breach or any future breach.

Any notices, declarations or waivers which may be declared or made pursuant to this agreement shall be valid only if they are in writing and addressed to a party at the last known address for that party.

Neither party will be responsible for any breach of this agreement insofar as that breach is a result of something beyond that party's reasonable control but if that situation arises, the relevant party will do everything it reasonably can to overcome that problem as soon as reasonably possible.

This agreement is not intended to benefit anyone other than the parties to it.

## **XIII Data Protection**

**YOU** are hereby notified that **INFINITY-LOOP** will store and process personal data of **YOU** in the context of the business relationship.

## **XIV Entire Agreement**

This is the entire agreement between **YOU** and **INFINITY-LOOP** which supersedes any prior agreement, whether written or oral, relating to the subject matter of this agreement.

**INFINITY-LOOP** reserves the right to amend its terms and conditions at any time. The amended terms will be effective from the date they are posted on **INFINITY-LOOP**'s website.

## **XV Applicable Law**

This agreement is governed by the laws of the Federal Republic of Germany. Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or validity thereof shall be referred to and finally resolved by arbitration under the rules of the

London Court of International Arbitration, which rules shall be deemed to be incorporated by reference into this clause. The tribunal shall consist of one or, if the complexity of the matter it so warrants, three arbitrators to be appointed in accordance with the said rules. The sole arbitrator or the chairman of the arbitration panel, as the case may be, must have the qualification required to be admitted to the German bar, and all arbitrators must be fluent in the language of the arbitration. The place of the arbitration shall be Munich, Germany. The procedure shall be governed primarily by the rules of the London Court of International Arbitration and, if such rules should not provide sufficient guidance, by the procedural law prevailing at the place of arbitration. The proceedings shall be held in English. A dissenting opinion shall not be permitted.

The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Law on the Formation of Agreements for the International Sale of Goods, or the Uniform Law on the Formation of Agreements for the International Sale of Goods, or any law, rule or regulation of any jurisdiction based on any of the foregoing, do not apply to this agreement.

## **XVI Trademarks**

Unicode and the Unicode Logo are trademarks of Unicode, Inc. Windows, Word, Windows 95, Windows 98, Windows ME, Windows NT, Windows 2000 and Windows XP are trademarks of Microsoft. W3C, CSS, DOM, MathML, RDF, XHTML, XML, and XSL are trademarks (registered in numerous countries) of the World Wide Web Consortium (W3C); marks of the W3C are registered and held by its host institutions MIT, INRIA, and Keio. Apple and Mac are registered trademarks of Apple Computer. Java is a registered trademark of Sun Microsystems.

All names of products and companies used in the SOFTWARE and accompanying material may be trademarks of their respective owners. Their use is intended to be in compliance with the respective guidelines.

## **XVII Java Technology**

The Java technology is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in the operation of nuclear facilities, aircraft navigation or communication systems, or air traffic control machines in which the failure of the Java technology could lead directly to death, personal injury, or severe physical or environmental damage.

## **XVIII Third-party Copyright Notices**

The **SOFTWARE** includes software developed by the Apache Software Foundation (<http://www.apache.org/>).

The Jaxen XPath library is included in **SOFTWARE** according to the terms of its license:

"Copyright 2003-2006 The Werken Company. All Rights Reserved.

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

\* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

\* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

\* Neither the name of the Jaxen Project 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 THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE."

Code from the Ant project is used in accordance with its license which is available at <http://www.apache.org/licenses/LICENSE-2.0>.

The **SOFTWARE** uses work done by the W3C, which is Copyright (c) 2002 World Wide Web Consortium, (Massachusetts Institute of Technology, Institut National de Recherche en Informatique et en Automatique, Keio University). All Rights Reserved.

<http://www.w3.org/Consortium/Legal/>. You can view the full Copyright Notice at <http://www.infinity-loop.de/iloop/assets/content/legal/w3c.html>.

The **SOFTWARE** includes a slightly modified version of steadystate's CSS2 parser. The complete modified source code can be downloaded in accordance with the requirements of its Lesser GPL from our website at <http://www.infinity-loop.de/iloop/assets/content/legal/CSS2Parser.tgz>.

The **SOFTWARE** includes "The Saxon XSLT and XQuery Processor from Saxonica Limited", <http://www.saxonica.com/>, in compliance with its license as described here: <http://www.saxonica.com/documentation/conditions/intro.html>.

The **SOFTWARE** includes "The SAXON XSLT Processor from Michael Kay", <http://saxon.sourceforge.net/>, in compliance with its conditions of use and its license found here: <http://www.saxonica.com/documentation/conditions/intro.html>.

The **SOFTWARE** includes MRJAdapter.jar 1.0.9 in unmodified form by Steve Roy which is distributed using an Artistic License (<http://homepage.mac.com/sroy/artisticlicense.html>). In compliance with this license, here's the link to the package's site for downloading the full distribution: <http://homepage.mac.com/sroy/mrjadapter/>.



YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT,  
UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.