

## Microsoft Software License Terms

### WINDOWS EMBEDDED STANDARD 7

These license terms are an agreement between you and *NeuWave Medical, Inc.*. Please read them. They apply to the software included on this device. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

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

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

If you obtain updates or supplements directly from Microsoft, then Microsoft, and not *NeuWave Medical, Inc.*, licenses those to you.

**As described below, using the software also operates as your consent to the transmission of certain computer information for Internet-based services.**

**By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact *NeuWave Medical, Inc.* to determine its return policy for a refund or credit.**

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

#### 1. USE RIGHTS

**Use.** The software license is permanently assigned to the device with which you acquired the software. You may use the software on the device.

#### 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

**a. Specific Use.** *NeuWave Medical, Inc.* designed the device for a specific use. You may only use the software for that use.

**b. Other Software.** You may use other programs with the software as long as the other programs

- directly supports the manufacturer's specific use for the device, or
- provide system utilities, resource management, or anti-virus or similar protection.
- Software that provides consumer or business tasks or processes may not be run on the device. This includes email, word processing, spreadsheet, database, scheduling and personal finance software. The device may use terminal services protocols to access such software running on a server.

**c. Device Connections.** You may not use the software as server software. In other words, more than one device may not access, display, run, share or use the software at the same time.

You may use terminal services protocols to connect the device to a server running business task or processes software such as email, word processing, scheduling or spreadsheets.

You may allow up to ten other devices to access the software to use

- File Services,
- Print Services,
- Internet Information Services, and
- Internet Connection Sharing and Telephony Services.

The ten connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may use unlimited inbound connections at any time via TCP/IP.

**d. Remote Access Technologies.** You may access and use the software remotely from another device using remote access technologies as follows.

**Remote Desktop.** The single primary user of the device may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.

**Other Access Technologies.** You may use Remote Assistance or similar technologies to share an active session.

**Other Remote Uses.** You may allow any number of devices to access the software for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.

**e. Font Components.** While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

**f. Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media.

**3. VHD BOOT.** Additional copies of the software created using the software's Virtual Hard Disk functionality ("VHD Image") may be pre-installed on the physical hard disk of the device. These VHD Images may only be used for maintaining or updating the software installed on the physical hard disk or drive. If the VHD Image is the only software on your device, it may be used as the primary operating system but all other copies of the VHD Image may only be used for maintenance and updating.

**4. POTENTIALLY UNWANTED SOFTWARE.** The software may include Windows Defender. If Windows Defender is turned on, it will search this device for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," will be automatically removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- Other software on your device ceasing to work, or
- Your breaching a license to use other software on this device

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

**5. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. *NeuWave Medical, Inc.* and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact *NeuWave Medical, Inc.*. You may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this device.

6. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.
- a. **Consent for Internet-Based Services.** The device may contain one or more of the software features described below. These features connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. For more information about these features, visit [go.microsoft.com/fwlink/?linkid=104604](http://go.microsoft.com/fwlink/?linkid=104604).
- By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.
- Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system and browser, the name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you. *NeuWave Medical, Inc.* has elected to turn on the following features on the device.
- **Plug and Play and Plug and Play Extensions.** You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device.
  - **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose to switch them off or not use them.
  - **Digital Certificates.** The software uses x.509 version 3 digital certificates. These digital certificates confirm the identity of user sending information to each other and allow you to encrypt the information. The software retrieves certificates and updates certificate revocation lists over the Internet.
  - **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off this feature.
  - **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
  - **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for
    - compatible online music services in your region;
    - new versions of the player; and
    - codecs if your device does not have the correct ones for playing content.
 You can switch off this feature. For more information, go to: [go.microsoft.com/fwlink/?LinkId=51331](http://go.microsoft.com/fwlink/?LinkId=51331).
  - **Malicious Software Removal/Clean On Upgrade.** Before installation of the software, the software will check and remove certain malicious software listed at [www.support.microsoft.com/?kbid=890830](http://www.support.microsoft.com/?kbid=890830) ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at [www.support.microsoft.com/?kbid=890830](http://www.support.microsoft.com/?kbid=890830).
  - **Network Awareness.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
  - **Windows Time Service.** This service synchronizes with [www.time.windows.com](http://www.time.windows.com) once a week to provide your device with the correct time. The connection uses standard NTP protocol.
  - **Search Suggestions Service.** In Internet Explorer, when you type a search query in the Instant Search box or type a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type. Also, when you press Enter or click the Search button, the text in the Instant Search box or Address bar is sent to the search provider. If you use a Microsoft search provider, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at [go.microsoft.com/fwlink/?linkid=31493](http://go.microsoft.com/fwlink/?linkid=31493). If you use a third-party search provider, use of the information sent will be subject to the third party's privacy practices. You can turn search suggestions off at any time. To do so, use Manage Add-ons under the Tools button in Internet Explorer. For more information about the search suggestions service, see [go.microsoft.com/fwlink/?linkid=128106](http://go.microsoft.com/fwlink/?linkid=128106).
  - **Consent to Update Infrared Emitter/Receiver.** The software may contain technology to ensure the proper functioning of the infrared emitter/receiver device shipped with certain Media Center-based products. You agree that the software may update the firmware of this device.
  - **Media Center Online Promotions.** If you use Media Center features of the software to access Internet-based content or other Internet-based services, such services may obtain the following information from the software to enable you to receive, accept and use certain promotional offers:
    - certain device information, such as your Internet protocol address, the type of operating system and browser you are using, and the name and version of the software you are using,
    - the requested content, and
    - the language code of the device where you installed the software.
 Your use of the Media Center features to connect to those services serves as your consent to the collection and use of such information.
  - **Media Playback Updates.** The software on the device may include media playback features which receives updates directly from the MSCORP Media Playback Update servers. If activated by your manufacturer, these updates will be downloaded and installed without further notice to you. The manufacturer is responsible for ensuring these updates work on your device.
  - **Windows Update Agent.** The software on the device includes Windows Update Agent ("WUA"). This feature enables your device to access Windows Updates either directly from MSCORP Windows Update server or from a server installed with the required server component and from the Microsoft Windows Update server. To enable the proper functioning of the Windows Update service in the software (if you use it) updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you. Without limiting any other disclaimer in these license terms or any license terms accompanying a Windows Update, you acknowledge and agree that no warranty is provided by Microsoft Corporation or their affiliates with respect to any Windows Update that you install or attempt to install on your device.
- b. **Use of Information.** Microsoft may use the device information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
- c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
7. **PRODUCT SUPPORT.** Contact *NeuWave Medical, Inc.* for support options. Refer to the support number provided with the device.
8. **MICROSOFT .NET BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406). Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).
9. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.

10. **DOCUMENTATION.** Any person that has valid access to your device or internal network may copy and use the documentation for your internal, reference purposes.
11. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in *NeuWave Medical, Inc.*'s software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see [www.howtotell.com](http://www.howtotell.com).
12. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.
13. **NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD.** This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. If the software includes those visual compression technologies MPEG LA, L.L.C. requires this notice:  
THIS PRODUCT IS LICENSED UNDER ONE OR MORE VIDEO PATENT PORTFOLIO LICENSES SUCH AS, AND WITHOUT LIMITATION, THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND THE MPEG2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VIDEO UNDER SUCH PATENT PORTFOLIO LICENSES. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS PRODUCT IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).
14. **NOTICE ABOUT THE MP3 AUDIO STANDARD.** This software includes MP3 audio encoding and decoding technology as defined by ISO/IEC 11172-3 and ISO/IEC 13818-3. It is not licensed for any implementation or distribution in any commercial product or service.
15. **NOT FAULT TOLERANT.** The software is not fault tolerant. *NeuWave Medical, Inc.* installed the software on the device and is responsible for how it operates on the device.
16. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.
17. **NO WARRANTIES FOR THE SOFTWARE.** The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, *NeuWave Medical, Inc.* and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.
18. **LIABILITY LIMITATIONS.** You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00). You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to:
- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
  - claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.
- It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.
19. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
20. **ENTIRE AGREEMENT.** This agreement, additional terms (including any printed-paper license terms that accompany the software and may modify or replace some or all of these terms), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
21. **APPLICABLE LAW**
- a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
  - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
22. **Third Party Programs.** Microsoft provides the following copyright notices for third party software included in the software. These notices are required by the respective copyright holders and do not change your license to use this software.

Portions of this software are based in part on the work of Spider Systems @ Limited. Because Microsoft has included the Spider Systems Limited software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright 1987 Spider Systems Limited  
Copyright 1988 Spider Systems Limited  
Copyright 1990 Spider Systems Limited

Portions of this software are based in part on the work of Seagate Software.

Portions of this software are based in part on the work of ACE\*COMM Corp. Because Microsoft has included the ACE\*COMM Corp. software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright 1995-1997 ACE\*COMM Corp

Portions of this software are based in part on the work of Sam Leffler and Silicon Graphics, Inc. Because Microsoft has included the Sam Leffler and Silicon Graphics software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright © 1988-1997 Sam Leffler  
Copyright © 1991-1997 Silicon Graphics, Inc.

Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that (i) the above copyright notices and this permission notice appear in all copies of the software and related documentation, and (ii) the names of Sam Leffler and Silicon Graphics may not be used in any advertising or publicity relating to the software without the specific, prior written permission of Sam Leffler and Silicon Graphics.

THE SOFTWARE IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SAM LEFFLER OR SILICON GRAPHICS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Portions Copyright © 1998 PictureTel Corporation

Portions of this software are based in part on the work of Highground Systems. Because Microsoft has included the Highground Systems software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright © 1996-1999 Highground Systems

Windows 7 incorporates compression code from the Info-ZIP group. There are no extra charges or costs due to the use of this code, and the original compression sources are freely available from [www.info-zip.org/](http://www.info-zip.org/) or <ftp://ftp.info-zip.org/pub/infozip/src/> on the Internet.

Portions Copyright © 2000 SRS Labs, Inc

This product includes software from the 'zlib' general purpose compression library.

Portions of this software are based in part on the work of ScanSoft, Inc. Because Microsoft has included the ScanSoft, Inc. software in this product, Microsoft is required to include the following text that accompanied such software:

TextBridge® OCR © by ScanSoft, Inc.

Portions of this software are based in part on the work of University of Southern California. Because Microsoft has included the University of Southern California software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright © 1996 by the University of Southern California  
All rights reserved.

Permission to use, copy, modify, and distribute this software and its documentation in source and binary forms for any purpose and without fee is hereby granted, provided that both the above copyright notice and this permission notice appear in all copies, and that any documentation, advertising materials, and other materials related to such distribution and use acknowledge that the software was developed in part by the University of Southern California, Information Sciences Institute. The name of the University may not be used to endorse or promote products derived from this software without specific prior written permission.

THE UNIVERSITY OF SOUTHERN CALIFORNIA makes no representations about the suitability of this software for any purpose. THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Other copyrights might apply to parts of this software and are so noted when applicable.

Portions of this software are based in part on the work of James Kanze. Because Microsoft has included the James Kanze software in this product, Microsoft is required to include the following text that accompanied such software:

COPYRIGHT AND PERMISSION NOTICE  
All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation. Permission is also given to modify the software to any extent, under the condition that, in the modified software, the prefix "GB\_" is changed to something else, and the name directories for includes files ("gb" in this distribution) is also changed.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

This product contains software from Cisco ISAKMP Services.

Portions of this software are based in part on the work of RSA Data Security, Inc. Because Microsoft has included the RSA Data Security, Inc. software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright © 1990, RSA Data Security, Inc. All rights reserved.

License to copy and use this software is granted provided that it is identified as the "RSA Data Security, Inc. MD5 Message-Digest Algorithm" in all material mentioning or referencing this software or this function. License is also granted to make and use derivative works provided that such works are identified as "derived from the RSA Data Security, Inc. MD5 Message-Digest Algorithm" in all material mentioning or referencing the derived work.

RSA Data Security, Inc. makes no representations concerning either the merchantability of this software or the suitability of this software for any particular purpose. It is provided "as is" without express or implied warranty of any kind.

These notices must be retained in any copies of any part of this documentation and/or software.

Portions of this software are based in part on the work of OpenVision Technologies, Inc. Because Microsoft has included the OpenVision Technologies, Inc. software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright 1993 by OpenVision Technologies, Inc.

Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appears in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of OpenVision not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. OpenVision makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

OPENVISION DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL OPENVISION BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Portions of this software are based in part on the work of Regents of The University of Michigan. Because Microsoft has included the Regents of The University of Michigan software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright © 1995, 1996 Regents of The University of Michigan.  
All Rights Reserved.

Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appears in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of The University of Michigan not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. This software is supplied as is without expressed or implied warranties of any kind.

Copyright © 1993, 1994 Regents of the University of Michigan.  
All rights reserved.

Redistribution and use in source and binary forms are permitted provided that this notice is preserved and that due credit is given to the University of Michigan at Ann Arbor. The name of the University may not be used to endorse or promote products derived from this software without specific prior written permission. This software is provided "as is" without express or implied warranty.

Portions of this software are based in part on the work of Massachusetts Institute of Technology. Because Microsoft has included the Massachusetts Institute of Technology software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright 1989, 1990 by the Massachusetts Institute of Technology. All Rights Reserved.

Export of this software from the United States of America may require a specific license from the United States Government. It is the responsibility of any person or organization contemplating export to obtain such a license before exporting.

WITHIN THAT CONSTRAINT, permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of M.I.T. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. M.I.T. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

Under U.S. law, this software may not be exported outside the US without license from the U.S. Commerce department.

Copyright 1994 by the Massachusetts Institute of Technology. All Rights Reserved.

Export of this software from the United States of America may require a specific license from the United States Government. It is the responsibility of any person or organization contemplating export to obtain such a license before exporting.

WITHIN THAT CONSTRAINT, permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation, and that the name of M.I.T. not be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. M.I.T. makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

This product includes software developed by the University of California, Berkeley and its contributors.

Portions of this software are based in part on the work of the "Entrust" security technology licensed from Northern Telecom.

Portions of this software are based in part on the work of Hewlett-Packard Company. Because Microsoft has included the Hewlett-Packard Company software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright © 1994 Hewlett-Packard Company

Permission to use, copy, modify, distribute and sell this software and its documentation for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation. Hewlett-Packard Company and Microsoft Corporation make no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

This product includes software from the 'libpng' PNG reference library.

Portions of this software are based in part on the work of Autodesk, Inc. Because Microsoft has included the Autodesk, Inc. software in this product, Microsoft is required to include the following text that accompanied such software:

© Copyright 1995 by Autodesk, Inc.

This product contains graphics filter software; this software is based in part on the work of the Independent JPEG Group.

This product includes "True Verb" technology from KS Waves Ltd.

Portions of this software are based in part on the work of SGS-Thomson Microelectronics, Inc. Because Microsoft has included the SGS-Thomson Microelectronics, Inc. software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright 1996 SGS-Thomson Microelectronics, Inc. All Rights Reserved

Portions of this software are based in part on the work of Unicode, Inc. Because Microsoft has included the Unicode, Inc. software in this product, Microsoft is required to include the following text that accompanied such software:

#### COPYRIGHT AND PERMISSION NOTICE

Copyright © 1991-2005 Unicode, Inc. All rights reserved. Distributed under the Terms of Use in [www.unicode.org/copyright.html](http://www.unicode.org/copyright.html).

Permission is hereby granted, free of charge, to any person obtaining a copy of the Unicode data files and any associated documentation (the «Data Files») or Unicode software and any associated documentation (the «Software») to deal in the Data Files or Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Data Files or Software, and to permit persons to whom the Data Files or Software are furnished to do so, provided that (a) the above copyright notice(s) and this permission notice appear with all copies of the Data Files or Software, (b) both the above copyright notice(s) and this permission notice appear in associated documentation, and © there is clear notice in each modified Data File or in the Software as well as in the documentation associated with the Data File(s) or Software that the data or software has been modified.

THE DATA FILES AND SOFTWARE ARE PROVIDED «AS IS», WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA FILES OR SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in these Data Files or Software without prior written authorization of the copyright holder.

The Combined PostScript Driver was the result of a cooperative development process by Adobe Systems Incorporated and Microsoft Corporation.

Portions of this software are based in part on the work of Media Cybernetics. Because Microsoft has included the Media Cybernetics software in this product, Microsoft is required to include the following text that accompanied such software:

HALO Image File Format Library © 1991-1992 Media Cybernetics, Inc.

Portions of this software are based in part on the work of Luigi Rizzo. Because Microsoft has included the Luigi Rizzo software in this product, Microsoft is required to include the following text that accompanied such software:

© 1997-98 Luigi Rizzo ([luigi@iet.unipi.it](mailto:luigi@iet.unipi.it))

Portions derived from code by Phil Karn ([karn@ka9q.ampr.org](mailto:karn@ka9q.ampr.org)), Robert Morelos-Zaragoza ([robert@spectra.eng.hawaii.edu](mailto:robert@spectra.eng.hawaii.edu)) and Hari Thirumoorthy ([harit@spectra.eng.hawaii.edu](mailto:harit@spectra.eng.hawaii.edu)), Aug 1995

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE AUTHORS «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 AUTHORS 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.

Portions of this software are based in part on the work of W3C. Because Microsoft has included the W3C software in this product, Microsoft is required to include the following text that accompanied such software:

W3C © SOFTWARE NOTICE AND LICENSE  
[www.w3.org/Consortium/Legal/2002/copyright-software-20021231](http://www.w3.org/Consortium/Legal/2002/copyright-software-20021231)

This work (and included software, documentation such as READMEs, or other related items) is being provided by the copyright holders under the following license. By obtaining, using and/or copying this work, you (the licensee) agree that you have read, understood, and will comply with the following terms and conditions.

Permission to copy, modify, and distribute this software and its documentation, with or without modification, for any purpose and without fee or royalty is hereby granted, provided that you include the following on ALL copies of the software and documentation or portions thereof, including modifications:

1. The full text of this NOTICE in a location viewable to users of the redistributed or derivative work.
2. Any pre-existing intellectual property disclaimers, notices, or terms and conditions. If none exist, the W3C Software Short Notice should be included (hypertext is preferred, text is permitted) within the body of any redistributed or derivative code.
3. Notice of any changes or modifications to the files, including the date changes were made. (We recommend you provide URLs to the location from which the code is derived.)

THIS SOFTWARE AND DOCUMENTATION IS PROVIDED «AS IS.» AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

COPYRIGHT HOLDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE SOFTWARE OR DOCUMENTATION.

The name and trademarks of copyright holders may NOT be used in advertising or publicity pertaining to the software without specific, written prior permission. Title to copyright in this software and any associated documentation will at all times remain with copyright holders.

Portions of this software are based in part on the work of Sun Microsystems, Inc. Because Microsoft has included the Sun Microsystems, Inc. software in this product, Microsoft is required to include the following text that accompanied such software:

Sun RPC is a product of Sun Microsystems, Inc. and is provided for unrestricted use provided that this legend is included on all tape media and as a part of the software program in whole or part. Users may copy or modify Sun RPC without charge, but are not authorized to license or distribute it to anyone else except as part of a product or program developed by the user.

SUN RPC IS PROVIDED AS IS WITH NO WARRANTIES OF ANY KIND INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

Sun RPC is provided with no support and without any obligation on the part of Sun Microsystems, Inc. to assist in its use, correction, modification or enhancement.

SUN MICROSYSTEMS, INC. SHALL HAVE NO LIABILITY WITH RESPECT TO THE INFRINGEMENT OF COPYRIGHTS, TRADE SECRETS OR ANY PATENTS BY SUN RPC OR ANY PART THEREOF.

In no event will Sun Microsystems, Inc. be liable for any lost revenue or profits or other special, indirect and consequential damages, even if Sun has been advised of the possibility of such damages.

Sun Microsystems, Inc.  
2550 Garcia Avenue  
Mountain View, California 94043

Manufactured under license from Dolby Laboratories. "Dolby" and the double-D symbol are trademarks of Dolby Laboratories. Confidential unpublished works. Copyright 1992-1997 Dolby Laboratories. All rights reserved.

Portions of this software are based in part on the work of Andrei Alexandrescu. Because Microsoft has included the Andrei Alexandrescu software in this product, Microsoft is required to include the following text that accompanied such software:

The Loki Library  
Copyright © 2001 by Andrei Alexandrescu  
This code accompanies the book:  
Alexandrescu, Andrei. «Modern C++ Design: Generic Programming and Design Patterns Applied.» Copyright © 2001. Addison-Wesley.  
Permission to use, copy, modify, distribute and sell this software for any purpose is hereby granted without fee, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation.  
The author or Addison-Wesley Longman make no representations about the suitability of this software for any purpose. It is provided «as is» without express or implied warranty.

Portions Copyright © 1995 by Jeffrey Richter

Portions of this software are based in part on the work of the Distributed Management Task Force, Inc. (DMTF). Because Microsoft has included software based on DMTF specifications in this product, Microsoft is required to include the following text:

Copyright © 2007 Distributed Management Task Force, Inc. (DMTF). All rights reserved.

Portions of this work are derived from «The Draft Standard C++ Library» Copyright © 1995 by P.J. Plauger published by Prentice-Hall and are used with permission.

Portions of this software are based in part on the work of Hewlett-Packard Company. Because Microsoft has included the Hewlett-Packard Company software in this product, Microsoft is required to include the following text that accompanied such software:

Copyright © 2002, 2003 Hewlett-Packard Company.

About Notice:  
This software is based on software available from [mpvtools.sourceforge.net](http://mpvtools.sourceforge.net).

This software processes a format called MPV. MPV is an open specification for managing collections and multimedia playlists of photo, video, and music content and associated metadata and is available at no cost from the Optical Storage Technology Association. More information about the MPV specification can be found at [www.osta.org/mpv](http://www.osta.org/mpv).

Permission Notice:

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the «Software»), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice, this permission notice, and the above About Notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED «AS IS», WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

All other trademarks are property of their respective owners.