# ATTENTION: PLEASE READ THIS DOCUMENT CAREFULLY. THIS SOFTWARE IS LICENSED AND NOT SOLD.

#### **ONEOMICS V3.3**

# THIS SOFTWARE ENABLES YOU TO TRANSFER DATA TO THIRD PARTY SERVERS AND NETWORKS.

THE USE OF THE SOFTWARE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS STATED HEREIN. BY INSTALLING OR USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

### 1. **DEFINITIONS**

- 1.1. "SCIEX," as used in this EULA, means AB SCIEX Pte Ltd and its subsidiaries and affiliates.
- 1.2. "Authorized Number" means one unless: (a) otherwise specified in this EULA; or (b) the Software uses registration codes, in which case the number of licensed copies of Software is controlled by the registration codes.
- 1.3. "Cloud" means third party servers and networks.
- 1.4. "Confidential Information:" means this Software and all non-public and sensitive information and materials divulged by SCIEX to You whether in writing, oral, graphic, electronic, visual or any other form and whether or not so marked or described as confidential. Materials shall not be considered Confidential Information to the extent such information or materials can be shown, by written record prior or contemporaneous evidence by You to have been: (a) available to the public prior to the date of disclosure to You or to have become available to the public thereafter without any unauthorized act or omission by You, (b) rightfully in Your possession prior to the date of disclosure to You and not otherwise restricted as to disclosure, (c) independently developed by You as evidenced by written records without reference to Confidential Information of SCIEX by persons who did not see or observe Confidential Information of SCIEX, or (d) disclosed to You without restriction by a third party who had a legal right to disclose and was not otherwise under an obligation of confidence with respect to the information disclosed.
- **1.5.** "Data" means all information, files, or data uploaded to, provided to, stored on, created within, or created as a result of use of this Software, including further analysis or processing conducted on such information
- 1.6. "EULA," means this SCIEX Software License Terms including any and all Appendices
- 1.7. "Open Source Material" means Open Source Software that may be applicable to this EULA including but not limited to Ruby, MIT, BSD, the Apache License, version 2.0, GNU General Public License, version 2, and the Artistic License
- **1.8.** "Open Source Software" means all software or other material that is distributed as "free software," "open source software" or under similar licensing or distribution terms
- 1.9. "Instrument" means the device provided by SCIEX to be used in conjunction with the Software
- **1.10. "Software"** means the one or more computer programs in object form that accompany this EULA including any updates, additions and copies, and related explanatory materials.
- 1.11. "Sharee" means any entity or software that accesses or receives Data shared to the Cloud.
- 1.12. "You" means the licensee authorized by this EULA to use the Software.

### 2. LICENSE.

- 2.1. <u>License Grant</u>. Subject to the terms and conditions of this EULA, SCIEX grants You a non-exclusive, non-transferrable, (except as related to the applicable Instrument designed to work with this Software), restricted license to use in conjunction with the applicable Instrument Authorized Number of computers and/or Authorized Number of networks).
- **2.2.** Support; Upgrades. You acknowledge this EULA does not entitle You to receive upgrades, updates or technical support related to the Software beyond those stated herein. Additional services may be purchased separately.

#### 3. RESTRICTIONS.

- **3.1.** Ownership. You receive no title to or ownership of any copy or of the Software itself. You receive no rights to the Software except those explicitly stated in Section 2 of this EULA.
- **3.2.** Instrument. You will only use the Software in accordance with the operation and the manner that is described in the documentation provided by SCIEX. If such Software is for acquisition software on the Instrument, you agree to only use such Software on the Instrument in which it was installed.
- **3.3.** You will not sublicense, copy, merge, modify, sell, resell, rent, lease, assign, transfer, publicly display, publicly perform, or distribute the Software, or create derivative works based on the Software, or any part thereof or any interest therein.
- 3.4. You will not attempt, cause, or permit others to reverse assemble, disassemble, decompile, modify, create any derivative works, or otherwise attempt, cause, or permit any reverse engineering of the Software or any part thereof, or attempt, cause, or permit any conversion of the Software into any human readable or perceivable form including deriving the Software's source code, or in any other way allow third parties to exploit the Software.
- **3.5.** Intellectual Property. You will not remove any proprietary, copyright, trade secret, or warning legend from the Software.
- 3.6. Research use only; not for use in diagnostic procedures. You acknowledge and agree this Software is intended for and shall only be used by You for research use only and not for use in diagnostic procedures. This Software is not intended or designed by SCIEX, for any additional and/or alternative use that is not stated herein, including, but not limited to, the processing of personally identifiable information, or the direct care, diagnosing, or treatment of patients. You will assume the sole risk and liability for any use of this Software that is outside the scope or otherwise not permitted by this EULA and will indemnify and defend SCIEX for any use outside its intended use.

## 4. SHARING OF DATA; DATA OWNERSHIP; DE-IDENTIFCATION OF DATA

- 4.1. This Software may provide features that enable you to share Data to the Cloud and that others (Sharees) may have access to or receive this Data. Unless otherwise stated herein, You acknowledge that you have the authority to share Data to the Cloud. You acknowledge that SCIEX is not a party to any arrangement between you and any Sharee of Data. Subject to the terms in Sections 13, 14 and 15, of this EULA, you acknowledge that SCIEX has no liability arising out of your sharing of Data and has no obligation to assist you in resolving disputes arising from your sharing of Data.
- **4.2.** When uploading, transmitting, or modifying Data that contains personally identifiable information, including without limitation, Data consisting of genomic information (whether whole genome sequences or portions), you agree that you will not, in connection with or through this Software, provide any personally identifying information or personal information or personal data as defined by applicable law (e.g, HIPAA, The General Data Protection Regulation (EU) 2016/679), Personal Data Protection Act 2012 (No. 26 of 2012)).

# 5. Confidentiality

- 5.1. You shall not use the Confidential Information of SCIEX except in the course of the activities permitted in this EULA. You shall maintain the confidentiality of the Confidential Information of SCIEX with at least the same degree of care you use to protect your own proprietary information of a similar nature or sensitivity, but with no less than reasonable care. Unless explicitly stated otherwise in this EULA You shall not disclose any Confidential Information to any third party without the written consent of SCIEX. You shall be responsible to SCIEX for the acts and omissions, and for compliance with the confidentiality and non-use obligations set forth in this Section 5, of any person or entity to whom or to which SCIEX's Confidential Information was disclosed by Recipient.
- 5.2. In the event that You become legally required to disclose any such Confidential Information, You shall provide SCIEX with prompt notice so that SCIEX may seek a protective order or other appropriate remedy or waive compliance with the provisions of this EULA. In the event that such protective order or other remedy is not obtained, You shall furnish only that portion of the Confidential Information which is legally required to be furnished in the opinion of Your legal counsel. Disclosure pursuant to this Section 5(b) shall not be deemed an exception under this EULA.
- 5.3. Remedies. You agree and acknowledges that an impending or existing violation of any provision of Section 5 (Confidentiality) will cause SCIEX irreparable harm and significant injury for which SCIEX may have no adequate remedy at law. You agree that in such event, SCIEX shall be entitled to immediate equitable relief, including injunctive relief and specific performance, in addition to any other remedies available to SCIEX.
- **5.4.** The obligations of this Section shall survive termination of this EULA

### 6. THIRD PARTY SOFTWARE & RESTRICTIONS.

- 6.1. This Software may include software products licensed by third party providers, including Open Source Software, as set forth in Appendix A. In addition, the Software may enable you to run multiple instances of third-party software and application programs. Such third party's software is provided "As Is" and use of such software shall be governed by the terms and conditions as set forth in Appendix A (Third Party Products Additional Licensing Terms & Conditions). In the event such terms and conditions are not provided in Appendix A, such third party's software are provided "As Is" without any warranty of any kind and the terms and conditions of this EULA shall apply to all such third party software providers and third party software as if they were SCIEX and the Software respectively. You will assume fully responsible for reviewing and complying with any licenses necessary to use any such third-party software. Such licenses may be included in your SCIEX installation package.
- **6.2.** The Parties acknowledge that certain software provided under this EULA may include Open Source Software, and that any use or distribution of such software shall be subject to the terms and requirements of the license applicable to such Open Source Materials.

#### 7. OWNERSHIP OF SOFTWARE.

- 7.1. You acknowledge that the Software in human-readable/source code form, including its structure, sequence, and organization, is and remains the confidential trade secret of SCIEX. The Software, including its structure, organization, code, user interface and associated documentation, is a proprietary product of SCIEX or its suppliers, and is protected by international laws of copyright. The law provides for civil and criminal penalties for anyone in violation of the laws of copyright.
- **7.2.** Title, ownership rights and intellectual property rights in and to the Software shall at all times remain with SCIEX or their respective owners. All rights not specifically granted by this EULA, including federal and international copyrights, are reserved by SCIEX or their respective owners.
- **8. CLOUD SERVICES.** As applicable, You shall abide by any third-party terms and conditions that may be required for the use of any Cloud services that You may use in conjunction with the Software.

- 9. TRIAL VERSIONS. You acknowledge that any Software that is provided to You on a trial basis, may automatically cease functioning or be discontinued by SCIEX at the end of the trial period.
- 10. EXPORT REQUIREMENTS. If you export, re-export or import the Software, technology or technical data licensed hereunder, you assume responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. You will not export, re-export or import, directly or indirectly, the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder or other applicable United States law. SCIEX may terminate this EULA immediately if you are in violation of any applicable laws or regulations.
- 11. U.S. GOVERNMENT END USERS. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.
- 12. EUROPEAN UNION END USERS. If this Software is used within a country of the European Union nothing in this EULA shall be construed as restricting any rights available under the European Union Computer Programs Directive including Directive 2009/24/EC.
- 13. INDEMNIFICATION. To the maximum extent permitted by law, You shall to defend, indemnify and hold harmless SCIEX, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, actions, suits or proceedings brought by a third party, and pay all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or related to Your alleged or actual misuse of this Software for any purpose that is not explicitly stated herein. This includes, but is not limited to, claims related to unauthorized disclosure or exposure of personally identifiable information.

### 14. LIMITED WARRANTY and LIMITATION OF REMEDIES.

- 14.1. SCIEX warrants that for a period of three-hundred-sixty-five (365) days from the date of shipment to you of the media on which the Software is stored ("Warranty Period"), (a) such media will be free from defects in materials or workmanship and (b) the Software will comply substantially with the written specifications for the Software. If during the Warranty Period, the media on which Software is delivered proves to be defective, SCIEX will repair or replace such media, at SCIEX's option. If during the Warranty Period, the Software fails to comply substantially with its written specifications, SCIEX will repair or replace the Software to substantially comply with the written specifications, or, at SCIEX's option, refund the fees paid by You for the Software that exhibits such noncompliance. This shall be Your sole remedy and SCIEX's sole responsibility for any breach of warranty hereunder. You assume full responsibility for: (i) the selection of the Software; (ii) the proper installation and use of the Software; (iii) verifying the results obtained from the use of the Software; and (iv) taking appropriate measures to prevent loss of Data. Notwithstanding anything to the contrary in this EULA and without in any way limiting SCIEX's other disclaimers of warranties, SCIEX does not warrant that the quality or performance of the Software will meet your requirements or that you will be able to achieve any particular results from use of the Software or that the Software will operate free from error.
- 14.2. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS LICENSED TO YOU "AS IS" SCIEX MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR NON-INFRINGINGMENT. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.
- 15. LIMITATION OF LIABILITY. IN NO EVENT SHALL SCIEX BE RESPONSIBLE OR LIABLE IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF SCIEX IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL OR BUSINESS OR OTHER FINANCIAL LOSS. IN ANY CASE, THE ENTIRE LIABILITY OF SCIEX AND ITS AGENTS, CONSULTANTS, CONTRACTORS AND SUPPLIERS UNDER THIS EULA, OR ARISING OUT OF THE USE OF THE SOFTWARE, SHALL NOT EXCEED THE AGGREGATE OF THE AMOUNT OF FEES PAID BY YOU TO SCIEX UNDER THIS EULA.
- 16. TERM. This EULA will remain in effect for an explicit amount of time as stated in SCIEX's Quote to you unless

terminated as specifically authorized herein.

# 17. TERMINATION.

- **17.1.** Convenience. You may terminate this EULA for convenience by providing thirty (30) days written notice to SCIEX discontinuing use of the Software, removing any and all copies from your computers and storage media, and returning the Software, any related documentation, and all copies thereof, to SCIEX.
- 17.2. <u>Breach</u>. SCIEX may terminate this EULA for breach if You fail to comply with any of its terms or the applicable terms of Your Quote.
- 17.3. Effects of Termination. Upon termination of this EULA You will discontinue using the Software, remove all copies from your computers and storage media, and return the Software, and all copies thereof, to SCIEX.
- **18. JURISDICTION.** This EULA shall be governed by laws of the Commonwealth of Massachusetts, U.S.A., exclusive of its conflict of law's provisions. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods
- 19. LITIGATION. In the event litigation commences regarding this EULA, including without limitation any order or release made hereunder, the prevailing party shall be entitled to recover from the other party, in addition to any damages, all legal costs including reasonable attorneys' fees and expenses
- 20. SOFTWARE IMPROVEMENTS. You acknowledge and agree that SCIEX may collect, process, and use technical information and that is gathered as part of any feedback, maintenance, and support services provided to You, for Software improvement and business use, provided that such information is de-identified.
- 21. END OF LIFE. If, during the term of this EULA, SCIEX discontinues the Software then SCIEX shall provide You with written notice of such discontinuation as soon as reasonably practicable and may, in its sole discretion, either (i) substitute the discontinued Software with one of comparable quality and effectiveness; or (ii) terminate the discontinued Software.
- 22. FORCE MAJEURE. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this EULA to the extent the aforementioned are caused by acts of war, terrorism, hurricanes, tornados, earthquakes, pandemics, or other acts of God, or by nature, strikes or other labor disputes, riots or other acts of civil disobedience, embargos, or other cause beyond either parties' reasonable control.

### 23. GENERAL

- **23.1.** Entire Agreement. This EULA constitutes the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.
- **23.2.** Severability. If a court of competent jurisdiction holds any provision of this EULA invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect.
- **23.3.** <u>Language</u>. The controlling language of this EULA, and any proceedings relating to this EULA, shall be English. You agree to bear any, and all costs related to translation, if necessary.
- 23.4. <u>Headings</u>. The headings to the sections of this EULA are used for convenience only and shall have no substantive meaning.
- 23.5. Contact. All questions concerning this EULA shall be directed to: SCIEX, 500 Old Connecticut Path, Framingham MA U.S.A., Attention: Legal Department.

# APPENDIX A THIRD PARTY SOFTWARE

This software may use third party software components from several sources including open source. Portions of these software components may be copyrighted and licensed by their respective owners as indicated below. Various licenses require distribution of source code or if a link is used to point the end-user to a source-code repository, and the source code is not available at such site, the distributor must, for a time determined by license, offer to provide source code. Such licenses and notices may be found in this appendix

# THIRD PARTY PRODUCTS ADDITIONAL LICENSING TERMS & CONDITIONS

# **Apache License**

# Version 2.0, January 2004

# http://www.apache.org/licenses/

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"**Legal Entity**" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "**control**" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor

for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

- **2. Grant of Copyright License.** Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.
- 3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.
- **4. Redistribution**. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
  - 1. You must give any other recipients of the Work or Derivative Works a copy of this License; and
  - 2. You must cause any modified files to carry prominent notices stating that You changed the files; and
  - 3. You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
  - 4. If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

**5. Submission of Contributions**. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this

License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

- **6. Trademarks**. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
- **7. Disclaimer of Warranty**. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
- **8. Limitation of Liability**. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.
- **9.** Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other lia bility obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

# The Artistic License

#### Preamble

The intent of this document is to state the conditions under which a Package may be copied, such that the Copyright Holder maintains some semblance of artistic control over the development of the package, while giving the users of the package the right to use and distribute the Package in a more-or-less customary fashion, plus the right to make reasonable modifications.

### Definitions:

- "Package" refers to the collection of files distributed by the Copyright Holder, and derivatives of that collection of files created through textual modification.
- "Standard Version" refers to such a Package if it has not been modified, or has been modified in accordance with the wishes of the Copyright Holder.
- "Copyright Holder" is whoever is named in the copyright or copyrights for the package.
- "You" is you, if you're thinking about copying or distributing this Package.
- "Reasonable copying fee" is whatever you can justify on the basis of media cost, duplication charges, time of people involved, and so on. (You will not be required to justify it to the Copyright Holder, but only to the computing community at large as a market that must bear the fee.)
- "Freely Available" means that no fee is charged for the item itself, though there may be fees involved in handling the item. It also means that recipients of the item may redistribute it under the same conditions they received it.
- 1. You may make and give away verbatim copies of the source form of the Standard Version of this Package without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.
- 2. You may apply bug fixes, portability fixes and other modifications derived from the Public Domain or from the Copyright Holder. A Package modified in such a way shall still be considered the Standard Version.
- 3. You may otherwise modify your copy of this Package in any way, provided that you insert a prominent notice in each changed file stating how and when you changed that file, and provided that you do at least ONE of the following:

- a) place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or placing the modifications on a major archive site such as ftp.uu.net, or by allowing the Copyright Holder to include your modifications in the Standard Version of the Package.
- b) use the modified Package only within your corporation or organization.
- c) rename any non-standard executables so the names do not conflict with standard executables, which must also be provided, and provide a separate manual page for each non-standard executable that clearly documents how it differs from the Standard Version.
- d) make other distribution arrangements with the Copyright Holder.
- 4. You may distribute the programs of this Package in object code or executable form, provided that you do at least ONE of the following:
- a) distribute a Standard Version of the executables and library files, together with instructions (in the manual page or equivalent) on where to get the Standard Version.
- b) accompany the distribution with the machine-readable source of the Package with your modifications.
- c) accompany any non-standard executables with their corresponding Standard Version executables, giving the non-standard executables non-standard names, and clearly documenting the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.
- d) make other distribution arrangements with the Copyright Holder.
- 5. You may charge a reasonable copying fee for any distribution of this Package. You may charge any fee you choose for support of this Package. You may not charge a fee for this Package itself. However, you may distribute this Package in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution provided that you do not advertise this Package as a product of your own.
- 6. The scripts and library files supplied as input to or produced as output from the programs of this Package do not automatically fall under the

copyright of this Package, but belong to whomever generated them, and may be sold commercially, and may be aggregated with this Package.

- 7. C or perl subroutines supplied by you and linked into this Package shall not be considered part of this Package.
- 8. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.
- 9. THIS PACKAGE 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.

The End

# The 2-Clause BSD License

SPDX short identifier: BSD-2-Clause

Copyright <YEAR> <COPYRIGHT HOLDER>

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 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 HOLDER 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.

# **GNU GENERAL PUBLIC LICENSE**

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc. 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

### Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software—to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), 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.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

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

The precise terms and conditions for copying, distribution and modification follow.

# TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

**0.** This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, 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) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, 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 Program, 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 Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

- 3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:
- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.) The source code for a work means the preferred form of the work for making modifications to it. For an executable work, 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 executable. However, as a special exception, the source code 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.

If distribution of executable or 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 counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

**4**. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is

void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

- **5**. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- **6**. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

**8**. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

**9**. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

**10**. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

# **NO WARRANTY**

- 11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
- 12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**END OF TERMS AND CONDITIONS** 

# THE MIT LICENSE

# Copyright 2020

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

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

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

End license text.

# The RUBY LICENSE

Ruby is copyrighted free software by Yukihiro Matsumoto <matz@netlab.jp>. You can redistribute it and/or modify it under either the terms of the 2-clause BSDL (see the file BSDL), or the conditions below:

- 1. You may make and give away verbatim copies of the source form of the software without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.
- 2. You may modify your copy of the software in any way, provided that you do at least ONE of the following:
  - a) place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or by allowing the author to include your modifications in the software.
  - b) use the modified software only within your corporation or organization.
  - c) give non-standard binaries non-standard names, with instructions on where to get the original software distribution.
  - d) make other distribution arrangements with the author.
- 3. You may distribute the software in object code or binary form, provided that you do at least ONE of the following:
  - a) distribute the binaries and library files of the software, together with instructions (in the manual page or equivalent) on where to get the original distribution.
  - b) accompany the distribution with the machine-readable source of the software.
  - c) give non-standard binaries non-standard names, with instructions on where to get the original software distribution.
  - d) make other distribution arrangements with the author.
- 4. You may modify and include the part of the software into any other software (possibly commercial). But some files in the distribution are not written by the author, so that they are not under these terms.
  - For the list of those files and their copying conditions, see the file LEGAL.
- 5. The scripts and library files supplied as input to or produced as output from the software do not automatically fall under the copyright of the software, but belong to whomever generated them, and may be sold commercially, and may be aggregated with this software.
- 6. 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  $% \left( 1\right) =\left( 1\right) +\left( 1\right)$