

Service Description

Weather Company Operations Dashboard

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

The IBM Cloud Service for Weather Company Operations Dashboard (Cloud Service) uses application program interfaces and iOS based Applications that enable Client to receive Data. "Data" means weather data, and traffic data (both real-time flows, and incidents), delivered via the Cloud Service (including without limitation forecasts, maps, alerts and graphs), as described in this SD.

1.1 Weather Company Operations Dashboard

The Weather Company Operations Dashboard combines weather, alerting, and mapping and is part of the ever growing portfolio of business-driven iOS applications offered by The Weather Company. As an application, the speed, user-experience, and depth of information provide unique insights directly to a mobile device (phone or tablet), empowering decision makers on-the-go.

1.2 Additional Services

1.2.1 Weather Company Operations Dashboard for Ground Transportation

This package includes access to the following Data:

Component	Description
Weather Company Operations Dashboard for Ground Transportation Add-on	This service is an iOS based application for tablets and phones that delivers localized, interactive, and responsive access to Weather and Traffic services enabling companies with assets on the move to combine real-time insight, with forecasted insight, and alerts to make critical business decisions, and improve operational efficiency.

1.2.2 Weather Company Operations Dashboard for Retail

This package includes access to the following Data:

Component	Description
Weather Company Operations Dashboard for Retail Add-on	This service is an iOS based application for tablets and phones that delivers localized, interactive, and responsive access to Weather and Traffic services enabling companies with assets on the move to combine real-time insight, with forecasted insight, and alerts to make critical business decisions, and improve operational efficiency.

1.2.3 Weather Company Operations Dashboard for Oil & Gas

This package includes access to the following Data:

Component	Description
Weather Company Operations Dashboard for Oil & Gas Add-on	This service is an iOS based application for tablets and phones that delivers localized, interactive and responsive access to global Weather and additional pertinent datasets enabling Oil & Gas companies with assets anywhere in the world to combine real-time insight, with forecasted insight and alerts to make critical business decisions and improve operational efficiency.
Weather Company Operations Dashboard for Oil & Gas – Sites	This service provides for the real-time integration of data from radars purchased by the customer within the iOS application. Clients

	can purchase one or more radars and once installed data is transmitted back to The Weather Company where it is processed and made available within the iOS application in real-time.
Weather Company Operations Dashboard for Oil & Gas with Radar	This service is an iOS based application for tablets and phones that delivers localized, interactive and responsive access to global Weather alongside real-time data from one or more radars purchased by the customer. The radars can be installed anywhere worldwide and serve as a means to provide valuable real-time data in remote parts of the world. In addition, other pertinent datasets are visualized enabling Oil & Gas companies with assets anywhere in the world to combine real-time insight, with forecasted insight and alerts to make critical business decisions and improve operational efficiency.

1.3 Weather Company Operations Dashboard Solution Systems

This package includes access to the following:

Component	Description
Weather Company Oil & Gas Radar – z2G4 System	The Radar System, which includes Programs, Separately Licensed Code, and a Z2G4 HP system which is a non-IBM Machine, is sold with each radar purchased by the Client. The Radar System is connected to the radar and reads and transmits the real-time data recorded by the radar back to The Weather Company.

2. Content and Data Protection

The Data Processing and Protection Data Sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=BFF1AB404A4311E79342EA59690D4322>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) applies and is referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet for this Cloud Service will serve as the DPA Exhibit.

3. Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within 3 business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.9%	2%
Less than 99%	5%
Less than 95%	10%

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

4. Technical Support

Technical support for the Cloud Service is provided via email and telephone. IBM's software as a service support guide available at https://www.ibm.com/software/support/saas_support_guide.html provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- Authorized User is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- Client Device is a unit of measure by which the Radar System hardware may be acquired. A Client Device is a single user computing device, communications device, special purpose sensor or telemetry device that requests the execution of or receives for execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. A Client Device may have some processing capability or be programmable to allow a user to do work. Client must obtain entitlements for every Client Device which runs, provides data to, uses services provided by, or otherwise accesses the Cloud Service during the measurement period specified in Client's Transaction Document.
- Entity ID is a unique identifier for any entity represented within the Cloud Service. Sufficient entitlements must be obtained to cover the number of Entity IDs identified in the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

- Instance is a unit of measure by which the Cloud Service can be obtained. An instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client's PoE or Transaction Document.
- Billion US Dollars Total Revenue is a unit of measure by which the Cloud Service can be obtained. Total Revenue is the total amount of Client's annual sales and other sources of income as stated in the most recent public report issued by the Client, or to the extent Client does not publicly report revenue, as stated in Client's most recent audited financial report. Total Revenue in non-US dollar currencies must be converted to US dollars in accordance with the table located at the Conversion unit table website. Sufficient entitlements must be obtained to cover the amount of Total Revenue in US Dollars, as reported by Client, rounded up to the nearest one billion US Dollars.

5.2 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

5.3 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.4 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

5.5 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

7. Additional Terms

7.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 Enabling Software

The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided "AS-IS".

7.3 Termination of Service

Upon expiration or termination of Client's subscription, Client's credentials for accessing the Cloud Service will be deleted.

7.4 Restrictions on Usage

- a. Client shall not use the Cloud Service or Data to target or trigger advertising, serve advertising based on the Data being associated with the location of any user of a consumer facing technology (e.g., traffic-triggered advertising), or use the Cloud Service or Data for any marketing or content-based decisioning.
- b. Client shall not use the Data as part of any offering of any type emanating from a television or radio broadcast (e.g., over-the-air, cable, satellite) or subscription streaming service (e.g., Sling Television, Netflix, Hulu, Amazon Prime Video, HBO GO, or radio equivalent) delivered on, through or by any means or medium.
- c. Client shall i) use commercially reasonable efforts to prevent any portion of the Data from being collected or extracted from Client's computer systems, products or control ("Client's Custody") and ii) promptly notify IBM of any known or reasonably suspected collection or extraction of Data from Client's Custody. The parties shall then discuss in good faith and attempt to determine a commercially reasonable course of action to prevent such activity in the future. In the event the parties fail to agree upon or implement such commercially reasonable course of action within five (5) business days from the initial notice, then IBM shall have the right to suspend delivery of the Data until such time as necessary steps are taken to protect the Data residing in Client's Custody.
- d. Client shall publish and adhere to privacy policies in connection with Client's access, use, sharing and storage of information collected through or in relation to its use of the Data.
- e. Client agrees that the related specifications and documentation are IBM confidential information and cannot be used or disclosed outside the terms of this SD.
- f. Client acknowledges IBM may change the style, form or content of, and eliminate or discontinue segments of, the Data from time to time and at any time in its sole discretion; provided, IBM will include Client in its communications to similarly situated customers regarding material changes in the Data.
- g. When Client displays, transmits, exhibits, distributes, demonstrates or otherwise conveys the Data in any form or manner accessible by a third party (e.g. Client's customers, business partners or product end users) ("Third Party Facing Application"), Client agrees that:
 - (1) Client is prohibited from using the Data, directly or indirectly, as part of, or to create, a Third Party Application the essential purpose of which is to provide current Data or analysis thereof.
 - (2) IBM shall be the exclusive provider of traffic and traffic related content and information for a Third Party Facing Application. Accordingly, (i) Client shall not display anywhere within a Third Party Facing Application any traffic or traffic related content other than the Data; and (ii) Client shall not include anywhere within a Third Party Facing Application any content provided by any party whose primary line of business consists of the production, distribution or display of traffic or traffic related information, provided that, Client may include traffic or traffic related content received directly from any federal, state, or local government entities or agencies or any government-controlled entity. In addition, Client will not exhibit any advertisement for any traffic service programming or content other than IBM or its affiliates (whether local, regional, national or international) in close proximity to the Data displayed in a Third Party Facing Application.
 - (3) Client may not change the specific weather information, traffic information, data or forecasts contained or depicted in any part of the Data and shall not otherwise edit, modify, alter or prepare derivative works of the Data.
 - (4) Client shall display the clickable hypertext/graphical links and logos containing embedded hypertext links, trademarks, service marks, logos and other proprietary indicia of The Weather

Company, an IBM Business provided to Client from time to time ("Marks") together with all Data as and where used by Client. IBM shall have the right to designate which Marks shall be displayed in association with its Data. Client may not omit, vary or otherwise change any of the Marks, or the manner in which they are displayed in a Third Party Facing Application (including, without limitation, their size, color, location or style) without IBM's written agreement.

- (5) Client shall not imply, directly or indirectly that IBM provides, endorses, sponsors, certifies or approves of any other content included within a Third Party Facing Application or any products or services advertised near the Data.
- (6) Client's transmission and display of the Data shall be without interruption and in conformance with the following technical specifications and performance standards as may be amended from time to time:
 - (a) IBM reserves the right to establish and limit the maximum frequency with which Client may call the data feed for a given location ID requesting a data set for that location ID. During the time period in between refresh periods, it is Client's responsibility to cache the data.
 - (b) Data Display:

Client shall provide IBM with an opportunity to review its usage of the Data for a period of not less than five (5) business days before making the Data available on or through a Third Party Facing Application. IBM shall have the right to disapprove the manner in which the Data is displayed within a Third Party Facing Application provided that IBM's review and approval will not be unreasonably withheld or delayed. For Third Party Facing applications, Client must monitor the functionality, performance and appearance of the Data so as to assess, promptly notify and remedy any issues.

7.5 Country Limitations on Usage

Client is responsible for, and IBM's obligations under this SD shall be conditioned on Client determining whether its use of the Data is permissible and, to the extent necessary, obtaining, all necessary licenses, permits, approvals or authorizations from any governmental entity or agency in the country in which it operates or uses the Data.

7.6 As Is Materials

All data and weather and weather related information, forecasts and alerts, are provided "as is", and IBM shall not be responsible or liable for the accuracy, reliability, completeness or availability of such materials.

8. Software Additional Terms

Included with the Radar System are Programs which are pre-installed on the Radar System and are subject to the Program license terms in the following sections. Notices and other information related to installed Programs on the Radar System are found in Appendix A.

8.1 Program License

A **Program** is an IBM-branded computer program and related material available for license subject to the payment of charges. Programs do not include Machine Code or Project Materials as those terms may be defined in an Attachment. Programs are copyrighted and licensed (not sold). When IBM accepts an order for a Program, Client is granted a nonexclusive license to: a) use the Program only up to its authorizations and subject to this SD, the Agreement and any relevant TDs; b) make and install copies to support such authorized use; and c) make a backup copy. Programs may be used by Client, its authorized employees and contractors only within Client's Enterprise, and not to provide hosting or timesharing services to any third party. Client may not sublicense, assign, or transfer the license for any Program. Additional rights may be available for additional fees or under different terms. Client is not granted unrestricted rights to use the Program nor has Client paid for all of the economic value of the Program. Certain Programs may contain third party code licensed under separate agreements identified below.

The license granted for a Program is subject to Client:

- a. reproducing copyright notices and other markings;

- b. ensuring anyone who uses the Program does so only for Client's authorized use and complies with the license;
- c. not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
- d. not using any of the elements of the Program or related licensed material separately from the Program.

Unless Client's Agreement specifically says otherwise, the following will apply:

a. Charges, Taxes, Payment and Verification

Client will: i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, including Program licenses and metrics, such as sub-capacity usage, when applicable; and ii) promptly order and pay for required entitlements (including associated S&S) at IBM's then-current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of any TD and for two years thereafter.

b. Liability and Indemnity

IBM has no responsibility for claims based on Non-IBM Programs, items not provided by IBM, or any violation of law or third party rights caused by Client's Content, or any Client materials, designs, specifications, or use of a non-current version or release of an IBM Program when an infringement claim could have been avoided by using a current version or release.

c. Termination

IBM may terminate Client's license to use a Program if Client fails to comply with the Agreement. Client will promptly destroy all copies of the Program after either party has terminated the license.

8.2 Separately Licensed Code

The provisions of this paragraph do not apply to the extent they are held to be invalid or unenforceable under the law that governs this license. Each of the components listed below is considered "Separately Licensed Code". IBM Separately Licensed Code is licensed to Licensee under the terms of the applicable third party license agreement(s) set forth in the Exhibits at the end of this Service Description.

Notwithstanding any of the terms in the Agreement, or any other agreement Licensee may have with IBM, the terms of such third party license agreement(s) governs Licensee's use of all Separately Licensed Code unless otherwise noted below.

Future Program updates or fixes may contain additional or updated Separately Licensed Code. Such Separately Licensed Code and related licenses will be provided to Licensee prior to the update or fix being applied. Licensee acknowledges that Licensee has read and agrees to the license agreements provided. If Licensee does not agree to the terms of these third party license agreements, Licensee may not use the Separately Licensed Code.

For Programs acquired under the Program terms defined in this Service Description and Licensee is the original Licensee of the Program, if Licensee does not agree with the third party license agreements, Licensee may return the Program to the party from whom Licensee obtained it within 30 days of the date the PoE was issued to Licensee. If the license is for a fixed term that is subject to renewal, then Licensee may obtain a refund only if the Program and its PoE are returned within the first 30 days of the initial term.

Note: Notwithstanding any of the terms in the third party license agreement, the Agreement, or any other agreement Licensee may have with IBM:

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- b. **IBM disclaims any and all express and implied warranties and conditions including, but not limited to, the warranty of title, non-infringement or interference and the implied warranties and conditions of merchantability and fitness for a particular purpose, with respect to the separately licensed code;**
- c. IBM is not liable to Licensee, and will not defend, indemnify, or hold Licensee harmless for any claims arising from or related to the Separately Licensed Code; and
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Note: IBM may provide limited support for some Separately Licensed Code. If such support is available, the details and any additional terms related to such support will be set forth in the License Information document or in this SD, as applicable.

The following are Separately Licensed Code:

- Microsoft (Appendix B)
- HP (Appendix C)
- Creative Commons (Appendix D)

9. Non-IBM Machines

A non-IBM machine is a device, including its features, upgrades, and accessories that IBM provides to Client. Such non-IBM machines are not branded by IBM, but branded by another party.

When IBM accepts Client's order, IBM transfers title to non-IBM machines to Client or Client's lessor upon payment of all amounts due, except in the United States where title transfers upon shipment. IBM bears risk of loss until delivery to the carrier for shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure.

Client may only acquire non-IBM machines for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer. Lease-back financing is permitted.

9.1 Indemnification and Liability

IBM has no responsibility for claims based, in whole or part, on non-IBM machines, items not provided by IBM, or any violation of law or third party rights caused by Client's materials, designs, or specifications.

9.2 Non-IBM Machine Warranty Disclaimer

IBM does not warrant uninterrupted or error-free operation of non-IBM machines. Non-IBM machines are sold under this SD as-is, without warranties of any kind unless otherwise specified in a TD. Third parties may provide their own warranties to Client.

Notwithstanding the above, new HP workstations include a 5 year warranty with next business day service provided by HP, exclusive of holidays.

Appendix A

Notices and Information

NOTICES AND INFORMATION FOR WEATHER COMPANY OPERATIONS DASHBOARD SOLUTION SYSTEMS.

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THIS IBM NOTICES FILE CONSISTS OF THE FOLLOWING SECTIONS:

- BOOST
- BSD-3 CLAUSE
- MIT

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1. BOOST LICENSE

The Program includes some or all of the following that IBM obtained under the Boost Software License:

Boost

Boost Software License – Version 1.0 – August 17th, 2003

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END OF BOOST LICENSE NOTICES AND INFORMATION

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2. BSD LICENSE

The Program includes some or all of the following packages that IBM obtained under the BSD 3-Clause License:

bzip2 (Copyright (C) 1996-2010 Julian R Seward. All rights reserved).

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

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END OF BSD LICENSE NOTICES AND INFORMATION

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3. MIT LICENSE

The Program includes some or all of the following that IBM obtained under the MIT License:

curl (© 1996 – 2010 Daniel Stenberg; <daniel@haxx.se>. cURL;http://curl.haxx.se/)

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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 OF MIT LICENSE

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END OF IBM NOTICES AND INFORMATION

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END OF NOTICE FILE

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Appendix B

Microsoft Software License Terms

Last updated July 2016

MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 9. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

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This agreement describes your rights and the conditions upon which you may use the Windows software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the (aka.ms/) link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

1. Overview.

- a. **Applicability.** This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, calendar, contacts, music and news that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.
- b. **Additional terms.** Depending on your device's capabilities, how it is configured, and how you use it, additional Microsoft and third party terms may apply to your use of certain features, services and apps.
 - (1) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at (aka.ms/msa). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.
 - (2) The manufacturer or installer may also preinstall apps, which will be subject to separate license terms.

- (3) The software may include third party software such as Adobe Flash Player that is licensed under its own terms. You agree that your use of Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at (aka.ms/adobeflash). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.
- (4) The software may include third party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third party program can be view at (aka.ms/thirdpartynotices).

2. Installation and Use Rights.

- a. **License.** The software license is permanently assigned to the device with which you acquired the software. You may only use the software on that device.
- b. **Device.** In this agreement, "device" means a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- c. **Restrictions.** The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
 - (1) use or virtualize features of the software separately;
 - (2) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
 - (3) transfer the software (except as permitted by this agreement);
 - (4) work around any technical restrictions or limitations in the software;
 - (5) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
 - (6) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software; and
 - (7) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.
- d. **Multi use scenarios.**
 - (1) **Multiple versions.** If when acquiring the software, you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
 - (2) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
 - (3) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.
 - (4) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.

- (5) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.
 - (6) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.
 - (7) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. "Desktop functions," as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
 - (8) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.
- e. **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.
 - f. **Backup copy.** You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described below.

3. Privacy; Consent to Use of Data.

Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at (aka.ms/privacy), and as may be described in the user interface associated with the software features.

4. Transfer

- a. **Software preinstalled on device.** If you acquired the software preinstalled on a device, you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.
- b. **Stand-alone software.** If you acquired the software as stand-alone software, you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

5. Authorized Software and Activation.

You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur,

and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see (aka.ms/genuine). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

6. Updates.

You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. The software periodically checks for system and app updates, and may download and install them for you. To the extent automatic updates are enabled on your device, by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

7. Geographic and Export Restrictions.

If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit (aka.ms/georestrict) and (aka.ms/exporting).

8. Support and Refund Procedures.

For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at (aka.ms/mssupport). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

9. Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

- a. **Disputes covered – everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business

your principal place of business) or our principal place of business – King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.

- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see (aka.ms/adr) or call 1-800-778-7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business – King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.
- e. **Arbitration fees and payments.**
 - (1) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.
 - (2) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
 - (3) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
- f. **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 9.a). within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. **Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

10. Governing Law.

The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

11. Consumer Rights, Regional Variations.

This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a. **Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- b. **Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.
- c. **European Union.** The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).

- d. **Germany and Austria.**

- (1) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.

- (2) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.

- e. **Other regions.** See (aka.ms/variations) for a current list of regional variations

12. Additional Notices.

- a. **Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

- b. **H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL 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 AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO.

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

- c. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.
- d. **Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may use other programs with the software as long as the other programs directly support the manufacturer's specific use for the device, or provide system utilities, resource management, or anti-virus or similar protection.
 - (1) **Academic.** For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.
 - (2) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, evaluation software is provided "AS IS".
 - (3) **NFR.** You may not sell software marked as "NFR" or "Not for Resale".

13. Entire Agreement.

This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to (aka.ms/useterms) or going to Settings – System – About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- [Windows 10 Privacy Statement \(aka.ms/privacy\)](http://aka.ms/privacy)
- [Microsoft Services Agreement \(aka.ms/msa\)](http://aka.ms/msa)
- [Adobe Flash Player License Terms \(aka.ms/adobe-flash\)](http://aka.ms/adobe-flash)

NO WARRANTY

THE SOFTWARE ON YOUR DEVICE (INCLUDING THE APPS) IS LICENSED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY YOUR LOCAL LAWS, YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD IT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. NEITHER THE DEVICE MANUFACTURER NOR MICROSOFT GIVES ANY EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS FOR THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE MANUFACTURER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A WARRANTY, GUARANTEE, OR CONDITION, YOUR SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR (II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR MICROSOFT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT; VIOLATION OF A STATUTE OR REGULATION; UNJUST ENRICHMENT; OR UNDER ANY OTHER THEORY.

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Check with your device manufacturer to determine if your device is covered by a warranty.

Appendix C

HP End User License Agreement

READ CAREFULLY BEFORE USING THIS EQUIPMENT

This End-User license Agreement ("EULA") is a legal agreement between (a) you (either an individual or a single entity) and (b) HP Inc. ("HP") that governs your use of any Software Product, installed on or made available by HP for use with your HP product ("HP Product"), that is not otherwise subject to a separate license agreement between you and HP or its suppliers. Other software may contain a EULA in its online documentation. The term "Software Product" means computer software and may include associated media, printed materials and "online" or electronic documentation.

An amendment or addendum to this EULA may accompany the HP Product.

RIGHTS IN THE SOFTWARE PRODUCT ARE OFFERED ONLY ON THE CONDITION THAT YOU AGREE TO ALL TERMS AND CONDITIONS OF THIS EULA. BY INSTALLING, COPYING, DOWNLOADING, OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, YOUR SOLE REMEDY IS TO RETURN THE ENTIRE UNUSED PRODUCT (HARDWARE AND SOFTWARE) WITHIN 14 DAYS FOR A REFUND SUBJECT TO THE REFUND POLICY OF YOUR PLACE OF PURCHASE.

1. GRANT OF LICENSE.

HP grants you the following rights provided you comply with all terms and conditions of this EULA:

- a. **Use.** You may use the Software Product on a single computer ("Your Computer"). If the Software Product is provided to you via the internet and was originally licensed for use on more than one computer, you may install and use the Software Product only on those computers. You may not separate component parts of the Software Product for use on more than one computer. You do not have the right to distribute the Software Product. You may load the Software Product into Your Computer's temporary memory (RAM) for purposes of using the Software Product.
- b. **Storage.** You may copy the Software Product into the local memory or storage device of the HP Product.
- c. **Copying.** You may make archival or back-up copies of the Software Product, provided the copy contains all of the original Software Product's proprietary notices and that it is used only for back-up purposes.
- d. **Reservation of Rights.** HP and its suppliers reserve all rights not expressly granted to you in this EULA.
- e. **Freeware.** Notwithstanding the terms and conditions of this EULA, all or any portion of the Software Product which constitutes non-proprietary HP software or software provided under public license by third parties ("Freeware"), is licensed to you subject to the terms and conditions of the software license agreement accompanying such Freeware whether in the form of a discrete agreement, shrink wrap license or electronic license terms accepted at time of download. Use of the Freeware by you shall be governed entirely by the terms and conditions of such license.
- f. **Recovery Solution.** Any software recovery solution provided with/for your HP Product, whether in the form of a hard disk drive-based solution, an external media-based recovery solution (e.g. floppy disk, CD or DVD) or an equivalent solution delivered in any other form, may only be used for restoring the hard disk of the HP Product with/for which the recovery solution was originally purchased. The use of any Microsoft operating system software contained in such recovery solution shall be governed by the Microsoft License Agreement.

2. UPGRADES.

To use a Software Product identified as an upgrade, you must first be licensed for the original Software Product identified by HP as eligible for the upgrade. After upgrading, you may no longer use the original Software Product that formed the basis for your upgrade eligibility. By using the Software Product, you also agree that HP may automatically access your HP Product when connected to the internet to check the version or status of certain Software Products and may automatically download and install upgrades or updates to such Software Products on to your HP Product to provide new versions or updates required to maintain the functionality, performance, or security of the HP Software and your HP Product and

facilitate the provision of support or other services provided to you. In certain cases, and depending on the type of upgrade or update, notifications will be provided to you (via pop-up or other means), which may require you to initiate the upgrade or update.

3. **ADDITIONAL SOFTWARE.**

This EULA applies to updates or supplements to the original Software Product provided by HP unless HP provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.

4. **TRANSFER.**

- a. **Third Party.** The initial user of the Software Product may make a one-time transfer of the Software Product to another end user. Any transfer must include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred product must agree to all the EULA terms. Upon transfer of the Software Product, your license is automatically terminated.
- b. **Restrictions.** You may not rent, lease or lend the Software Product or use the Software Product for commercial timesharing or bureau use. You may not sublicense, assign or transfer the license or Software Product except as expressly provided in this EULA.

5. **PROPRIETARY RIGHTS.**

All intellectual property rights in the Software Product and user documentation are owned by HP or its suppliers and are protected by law, including but not limited to United States copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. You shall not remove any product identification, copyright notices or proprietary restrictions from the Software Product.

6. **LIMITATION ON REVERSE ENGINEERING.**

You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that the right to do so is mandated under applicable law notwithstanding this limitation or it is expressly provided for in this EULA.

7. **TERM.**

This EULA is effective unless terminated or rejected. This EULA will also terminate upon conditions set forth elsewhere in this EULA or if you fail to comply with any term or condition of this EULA.

8. **CONSENT TO COLLECTION/USE OF DATA.**

- a. HP will use cookies and other web technology tools to collect anonymous technical information related to HP Software and your HP Product. This data will be used to provide the upgrades and related support or other services described in Section 2. HP will also collect personal information including your Internet Protocol address or other unique identifier information associated with your HP Product and data provided by you on registration of your HP Product. As well as providing the upgrades and related support or other services, this data will be used for sending marketing communications to you (in each case with your express consent where required by applicable law).
To the extent permitted by applicable law, by accepting these terms and conditions you consent to the collection and use of anonymous and personal data by HP, its subsidiaries, and affiliates as described in this EULA and as further described in HP's privacy policy www.hp.com/go/privacy
- b. **Collection/Use by Third Parties.** Certain software programs included in your HP Product are provided and separately licensed to you by third party providers ("Third Party Software"). Third Party Software may be installed and operational on your HP Product even if you choose not to activate/purchase such software. Third Party Software may collect and transmit technical information about your system (i.e., IP address, unique device identifier, software version installed, etc.) and other system data. This information is used by the third party to identify technical system attributes and ensure that the most current version of the software has been installed on your system. If you do not want the Third Party Software to collect this technical information or

automatically send you version updates, you should uninstall the software prior to connecting to the Internet.

9. DISCLAIMER OF WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HP AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, GUARANTEES, AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES, GUARANTEES, OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE PRODUCT. Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety.

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Appendix D

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