

C-SAFE Open Public License

Version 1.0

1. Definitions.

1.1. “Contributor” means each entity that creates or contributes to the creation of Modifications.

1.2. “Contributor Version” means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. “Covered Code” means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. “Electronic Distribution Mechanism” means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. “Executable” means Covered Code in any form other than Source Code.

1.6. “Initial Developer” means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. “Larger Work” means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. “License” means this document.

1.9. “Modifications” means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

B. Any new file that contains any part of the Original Code or previous Modifications.

1.10. “Original Code” means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.11. “Source Code” means the preferred form of the Original Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or a list of source code differential comparisons against the Original Code. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. “You” means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, “You” includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, “control” means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell (“Utilize”) the Original Code (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Original Code (or portions thereof) and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

The University of Utah is the copyright holder of the Original Code. The copyright holders reserve all rights except those expressly granted to You.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute may be distributed under any license You choose. The Original Code version may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Original Code You distribute. You may not offer or impose any terms on any Original Code version that alters or restricts the applicable version of this License or the recipients’ rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute may be distributed under whatever license You choose; however, the terms of the license for the Original

Code will not thus be altered.

3.3. Description of Modifications.

You must cause all Covered Code to which you contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code distribution titled “LEGAL” which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If you obtain such knowledge after You make Your Modification available as described in Section 3.2, You shall promptly modify the LEGAL file in all copies You make available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Your Modification is an application programming interface and You own or control patents which are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Original Code, and this License in any documentation for the Original Code, where You describe recipients' rights relating to Original Code. If You created one or more Modification(s), You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Original Code is available under the terms of this

License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Original Code. You may distribute the Executable version of Covered Code under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Original Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer. You hereby agree to indemnify the Initial Developer for any liability incurred by the Initial Developer as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A, and to the Original Code.

6. Versions of the License.

6.1. New Versions.

The University of Utah may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by the University of Utah. No one other than the University of Utah has the right to modify the terms applicable to Original Code created under this License.

6.3. Derivative Works.

If you create or use a modified version of this License (which you may only do in order to apply it to code which is not the Original Code governed by this License), you must (a) rename Your license so that the phrases “C-SAFE”, “University of Utah”, “CSAFEOPPL” or any confusingly similar phrase do not appear anywhere in your license and (b) otherwise make it clear that your version of the license contains terms which differ from the CSAFE Open Public License. (Filling in the name of the Initial Developer or Original Code in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

ORIGINAL CODE IS PROVIDED UNDER THIS LICENSE ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE ORIGINAL CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE ORIGINAL CODE IS WITH YOU. SHOULD THE ORIGINAL CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF THE ORIGINAL CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE INITIAL DEVELOPER, OR ANY DISTRIBUTOR OF ORIGINAL CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY’S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

NEITHER THE UNIVERSITY OF UTAH, THE UNITED STATES GOVERNMENT NOR ANY OF THEIR EMPLOYEES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED AND COVERED BY A LICENSE GRANTED UNDER THIS LICENSE AGREEMENT, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.

IN NO EVENT WILL THE UNIVERSITY OF UTAH OR THE U.S. GOVERNMENT BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS LICENSE AGREEMENT OR THE USE OF THE LICENSED SOFTWARE.

10. U.S. GOVERNMENT END USERS.

The Federal Government contributed to the development of the Software and has certain rights under agreements with the University of Utah. Licensee agrees to acknowledge use of the Software in any published document referencing work based on the Software, and supply a copy of the document to the University of Utah.

Portions of the Software resulted from work developed under a U.S. Government contract and are subject to the following license: the Government is granted for itself and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license in this computer software to reproduce, and prepare derivative works.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by Utah law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the United States of America: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in Salt Lake County, Utah, under the auspices of JAMS/EndDispute; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal Courts of Utah with venue lying in Salt Lake County, Utah with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this

License.

12. RESPONSIBILITY FOR CLAIMS.

Except in cases where another Contributor has failed to comply with Section 3.4, You are responsible for damages arising, directly or indirectly, out of Your utilization of rights under this License, based on the number of copies of Covered Code you made available, the revenues you received from utilizing such rights, and other relevant factors. You agree to work with affected parties to distribute responsibility on an equitable basis.

EXHIBIT A.

‘‘The contents of this file are subject to the CSAFE Open Public License Version 1.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.csafe.utah.edu/CSAFEOPPL>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is CSAFE {\em System Name}.

The Initial Developer of the Original Code is
{\em Developer(s) Name}.

Copyright (C) University of Utah 1999. All Rights Reserved.