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such Contributor, and informs licensees how to obtain it in a reasonable

manner on or through a medium customarily used for software exchange.

(c) You do not use any marks, brands or logos associated with the

JCP Specification, or otherwise promote or market any Covered Code, as

being compatible, compliant, conformant or otherwise consistent with the

Specification unless such product passes, in accordance with the documentation

(including the TCK Users Guide, if any), the most current TCK applicable to

the latest version of the Specification and available from BEA one hundred

twenty (120) days before FCS of such version of the product; provided,

however, that if You elect to use a version of the TCK also provided by

BEA that is newer than that which is required under this Section 2.1(b)(v),

then You agree to pass such TCK.

3.5. Distribution of Source Code Versions.

When You make Covered Code available in Source Code form:

(a) it must be made available under this Agreement; and

(b) a copy of this Agreement must be included with each copy of the

Covered Code.

You may not remove or alter any copyright notices contained within the

Covered Code. Each Contributor must identify itself as the originator of

its contribution to the Covered Code, if any, in a manner that reasonably

allows subsequent licensees to identify the originator of each portion of

the Covered Code.

4.0 DISCLAIMER OF WARRANTY.

COVERED 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 COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE,

FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THE ENTIRE RISK AS TO THE

QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED

CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT BEA OR ANY OTHER CONTRIBUTOR)

ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS

DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO

USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

5.0 TERMINATION.

5.1. This Agreement 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 Agreement. Provisions which, by their nature, must remain in effect

beyond the termination of this Agreement shall survive.

5.2. If You initiate litigation by asserting a patent infringement claim

(excluding declaratory judgment actions) against BEA or a Contributor

(BEA or Contributor against whom You file such action is referred to as

"Participant") alleging that:

(a) such Participant's Covered Code directly or indirectly infringes any

patent, then any and all rights granted by such Participant to You under

Sections 2.0of this Agreement shall, upon 60 days notice from Participant

terminate prospectively, unless if within 60 days after receipt of notice

You either: (i) agree in writing to pay Participant a mutually agreeable

reasonable royalty for Your past and future use of Modifications made by

such Participant, or (ii) withdraw Your litigation claim with respect to

the Covered Code against such Participant. If within 60 days of notice, a

reasonable royalty and payment arrangement are not mutually agreed upon in

writing by the parties or the litigation claim is not withdrawn, the rights

granted by Participant to You under Section 2.0 automatically terminate at

the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Covered

Code, directly or indirectly infringes any patent, then any rights granted

to You by such Participant under Sections 2.0 are revoked effective as of

the date You first made, used, sold, distributed, or had made, Modifications

made by that Participant.

5.3. If You assert a patent infringement claim against Participant alleging

that such Participant's Covered Code directly or indirectly infringes any

patent where such claim is resolved (such as by license or settlement) prior

to the initiation of patent infringement litigation, then the reasonable value

of the licenses granted by such Participant under Sections 2.0 shall be taken

into account in determining the amount or value of any payment or license.

5.4. In the event of termination under Sections 5.1 or 5.2 above, all end

user license agreements (excluding distributors and resellers) which have

been validly granted by You or any distributor hereunder prior to termination

shall survive termination.

6.0 LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING

NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOUBEA, ANY OTHER CONTRIBUTOR, OR

ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE

LIABLE TO ANY 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 THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

7.0 U.S. GOVERNMENT END USERS.

The Covered Code 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 Covered Code with only those rights set forth herein.

8.0 MISCELLANEOUS.

This Agreement represents the complete agreement concerning subject matter

hereof. If any provision of this Agreement is held to be unenforceable,

such provision shall be reformed only to the extent necessary to make it

enforceable. This Agreement shall be governed by California 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, any litigation relating to this Agreement

shall be subject to the jurisdiction of the Federal Courts of the Northern

District of California, with venue lying in Santa Clara County, California,

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 Agreement.

9.0 RESPONSIBILITY FOR CLAIMS.

As between BEA and the other Contributors, each party is responsible for

claims and damages arising, directly or indirectly, out of its utilization of

rights under this Agreement and You agree to work with BEA and Contributors

to distribute such responsibility on an equitable basis. Nothing herein is

intended or shall be deemed to constitute any admission of liability.

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XMLWriter

Use of any of this software is governed by the terms of the license below:

XMLWriter IS FREE

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I hereby abandon any property rights to XMLWriter 0.1, and release all

of the XMLWriter 0.1 source code, compiled code, and documentation

contained in this distribution into the Public Domain. XMLWriter

comes with NO WARRANTY or guarantee of fitness for any purpose.

David Megginson

david@megginson.com

2000-04-19

Additional License(s)

I grep-ed the source. GNU and GPL has no hits, '?' yieds 11 hits but none of them

are license related. "copyright" and "license" yield no hits either.

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