

yargs-parser 5.0.0-security.0 — npmjs:yargs-parser/5.0.0-security.0

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1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Anonymous Users" means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. "App Login Credential(s)" means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. "Commercial App Deployment License" means a license to distribute Value-Added Applications to third parties for a fee.
- d. "Concurrent Use License" means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. "Deployment License" means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. "Deployment Server License" means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. "Development Server License" means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. "Development Use" means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. "Dual Use License" means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- j. "Failover License" means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- k. "Named User(s)" is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For

- l. "Named User Credential(s)" means an individual person's login and associated password enabling that person to access and use Products.
- m. "Named User License" means the right for a single Named User to use a specific Esri Offering.
- n. "Online Services Subscription" means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- o. "Redistribution License" means a license to reproduce and distribute Software provided that

1. Customer reproduces and distributes the Software in its entirety;
2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
3. Customer reproduces all copyright and trademark attributions and notices; and
4. Customer does not charge a fee to others for the use of the Software.

p. "Server License" means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.

q. "Service Credit(s)" means a unit of exchange for consumption of services that can be used with an Online Services Subscription.

r. "Sharing Tools" means publishing capabilities included with Customer's authorized use of Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

s. "Single Use License" means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

t. "Staging Server License" means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

a. Customer may

1. Install, access, or store Software and Data on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
4. Move Software in the licensed configuration to a replacement computer;
5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.

b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.

c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.

d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use.

- a. Online Services Descriptions. Esri publishes Online Services Subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
- b. Modifications of Online Services. Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. Sharing Customer Content. Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.
- d. Limits on Use of Online Services, Service Credits. Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users.

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

c. Anonymous Users. Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools.

2.6 Limited-Use Programs.

a. Trial, Evaluation, and Beta Programs. Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased

license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.

b. Educational Programs. Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

c. Grant Programs. Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.

d. Other Esri Limited-Use Programs. If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. "Business Listing Data" means any dataset that includes a list of businesses and may include other associated business attributes.

b. "Esri Content Package(s)" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.

c. "Street Data" means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.

b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.

c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.

d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.

b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.

c. Business Listing Data. Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.

d. Street Data. Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for

1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed.

2. Synchronized multivehicle routing; or
3. Synchronized route optimization.

e. Business Analyst Data. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.

f. Partial Dataset Licenses: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.

g. Michael Bauer Research International Boundaries Data ("MBR Data"). Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

ATTACHMENT A

GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("Term").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms that require any part of the Esri Offering to be

1. Disclosed in source code form to third parties;
2. Licensed to third parties for the purpose of making derivative works; or
3. Redistributable to third parties at no charge; or

1. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does

not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

- a. Internet Disclaimer. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. Third-Party Websites; Third-Party Content. Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any

defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6-INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:

1. Premises and operations;
2. Blanket contractual liability;
3. Broad form property damage;
4. Independent contractors;
5. Personal injury, with employee exclusion deleted; and
6. Completed operations.

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7-SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply.

US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. Government Entities. If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. Nongovernment Entities. US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. Equitable Relief. Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. US Government Agencies. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- c. Other Government Entities. Esri will comply with mandatory dispute resolutions under applicable law.
- d. Arbitration. Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

GNU General Public License v3.0 or later

win32-netmon 1.3.0

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Version 3, 29 June 2007

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Preamble

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For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This

is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

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

TERMS AND CONDITIONS

0. Definitions.

“This License” refers to version 3 of the GNU General Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this License. Each licensee is addressed as “you”. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on the Program.

To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network,

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

A “Standard Interface” means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

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Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it

from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- * a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- * b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to “keep intact all notices”.
- * c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- * d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an “aggregate” if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- * a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- * b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2)

* c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

* d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

* e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A “User Product” is either (1) a “consumer product”, which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, “normally used” refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is

characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

“Additional permissions” are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

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* e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or

* f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered “further restrictions” within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

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Version 3, 29 June 2007

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Microsoft Asp.Net SignalR

Microsoft ASP.NET SignalR OWIN 1.2.2

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§ Microsoft.AspNet.SignalR.Owin

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E. DROITS DES CONSOMMATEURS NON AFFECTÉS. Vous pouvez bénéficier de droits des consommateurs supplémentaires dans le cadre du droit local, que ce contrat ne peut modifier.

F. PROCÉDURES RELATIVES AUX RECLAMATIONS DANS LE CADRE DE LA GARANTIE. Vous devrez fournir une preuve d'achat pour obtenir de l'aide en matière de garantie.

1. États-Unis et Canada. Pour obtenir de l'aide en matière de garantie ou des informations sur la procédure à suivre pour vous faire rembourser un logiciel acquis aux États-Unis et au Canada, mettez-vous en rapport avec Microsoft

* (800) MICROSOFT ;

* Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399 ; ou

* en visitant www.microsoft.com/info/nareturns.htm.

2. Europe, Moyen-Orient et Afrique. Si vous avez acquis le logiciel en Europe, au Moyen-Orient ou en Afrique, Microsoft Ireland Operations Limited offre cette garantie limitée. Pour faire une réclamation au titre de cette garantie, vous devez vous mettre en rapport avec

* Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Irlande ; ou

* votre filiale nationale de Microsoft (visitez le site www.microsoft.com/worldwide).

3. En dehors des États-Unis, du Canada, de l'Europe, du Moyen-Orient et de l'Afrique. Si vous avez acquis le logiciel en dehors des États-Unis, du Canada, de l'Europe, du Moyen-Orient et de l'Afrique, mettez-vous en rapport avec votre filiale nationale de Microsoft (visitez le site www.microsoft.com/worldwide).

G. AUCUNE AUTRE GARANTIE. La garantie limitée est la seule garantie directe de Microsoft. Nous n'accordons aucune autre garantie ou condition expresse.

Dans toute la mesure permise par le droit local, les garanties implicites de

qualite marchande, d'adequation a un usage particulier et d'absence de contrefaçon sont exclues. Si le droit local vous accorde des garanties ou conditions implicites, nonobstant la presente exclusion, les recours dont vous disposez sont ceux presentes dans la clause de recours dans le cadre de la violation de garantie ci-dessus, dans la limite autorisee par le droit local.

H. LIMITATION DES DOMMAGES-INTERETS ET EXCLUSION DE RESPONSABILITE DANS LE CADRE DE LA VIOLATION DE GARANTIE. La clause de limitation des dommages-interets et exclusion de responsabilite ci-dessous s'applique aux violations de cette garantie limitee.

La presente garantie vous confere des droits legaux specifiques et vous pouvez egalement beneficier d'autres droits qui varient d'un Etat a l'autre. Vous pouvez egalement beneficier d'autres droits qui varient d'un pays a l'autre.

LIMITATION DES DOMMAGES-INTERETS ET EXCLUSION DE RESPONSABILITE POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement a hauteur du montant que vous avez paye pour le logiciel. Vous ne pouvez pretendre a aucune indemnisation pour les autres dommages, y compris les dommages speciaux, indirects ou accessoires et pertes de benefices.

Cette limitation concerne

- * toute affaire liee au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et

- * les reclamations au titre de violation de contrat ou de garantie ou condition, ou au titre de responsabilite stricte, de negligence ou d'une autre faute dans la limite autorisee par la loi en vigueur.

Elle s'applique egalement, meme si

- * la reparation, le remplacement ou le remboursement du logiciel ne compense pas integralement toute perte subie ; ou

- * Microsoft connaissait l'eventualite d'un tel dommage.

Certains Etats n'autorisent pas l'exclusion ou la limitation de responsabilite pour les dommages indirects ou accessoires, de sorte que la limitation ou l'exclusion ci-dessus peut ne pas vous etre applicable. Elles peuvent egalement ne pas vous etre applicables, car votre pays n'autorise pas l'exclusion ou la limitation de responsabilite pour les dommages indirects, accessoires ou de quelque nature que ce soit.

EFFET JURIDIQUE. Le present contrat decrit certains droits juridiques. Vous pourriez avoir d'autres droits prevus par les lois de votre Etat ou pays. Vous

acquis de logiciel. Le present contrat ne modifie pas les droits que vous conferent les lois de votre Etat ou pays si celles ci ne le permettent pas.

Microsoft Visual Studio 2013 Professional and Trial Versions License

Microsoft.VisualStudio.OLE.Interop 7.10.6071, Microsoft.VisualStudio.Shell.Interop 7.10.6072

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MICROSOFT VISUAL STUDIO PROFESSIONAL 2013 AND TRIAL EDITION

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* updates,

* supplements,

* Internet-based services, and

* support services

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AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND USE OF INTERNET-BASED SERVICES.

OVERVIEW OF TRIAL EDITION. If the software is a trial edition, then this Section applies to your use of the trial edition.

A. INSTALLATION AND USE OF TRIAL EDITION. You may install and use any number of copies of the trial edition on your devices. You may only use the trial edition for internal evaluation purposes during the trial period. You may not deploy any applications to a production environment. You may run load tests of up to 250 virtual users during the trial period.

B. TRIAL PERIOD AND CONVERSION. The length of the trial period is thirty (30)

running. You will receive periodic warnings that the trial period is about to expire. You may extend the trial period an additional sixty (60) days by registering. You may not be able to access data used with the trial edition when it stops running. You may convert your trial rights at any time to the full-use rights described below by acquiring a valid full-use license.

C. Sections 1-3(d), 4, 10-14, 18, 19, 21, 22 and the Limited Warranty in the full-use license section of this agreement below do not apply to the trial edition. The following sections D-F below apply to the trial edition.

D. DISCLAIMER OF WARRANTY. THE TRIAL EDITION IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

FOR AUSTRALIA - You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

E. Because the trial edition is "as is," we may not provide support services for it.

F. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

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* claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

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LICENSE YOU ACQUIRE.

1. OVERVIEW.

a. Software. The software includes development tools, software programs and documentation.

b. License Model. The software is licensed on a per user basis.

2. INSTALLATION AND USE RIGHTS.

a. General. One user may install and use copies of the software to design, develop, test and demonstrate your programs. You may not use the software on a server in a production environment.

b. Product Keys and Access Credentials. The software allows you to access services and features using your Microsoft account or other supported login credentials. You are responsible for the use of product keys assigned to you and access to services and features using your login credentials. You may not share the product keys or login credentials with other individuals.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Separation of Components. The components of the software are licensed as a single unit. You may not separate the components and install them on different devices except as otherwise stated in this agreement.

b. Utilities. The software contains certain components that are identified in the Utilities List located at <http://go.microsoft.com/fwlink/?LinkId=313603>. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. You may copy and install the Utilities you receive with the software on to other third party machines. These Utilities may only be used to debug and deploy your programs and databases you have developed with the software. You must delete all the Utilities installed onto such other machines within the earlier of (i) when you have finished debugging or deploying your programs; or (ii) thirty (30) days after installation of the Utilities on those machines.

c. Build Server. The software contains certain components that are identified in the Build Server List located at <http://go.microsoft.com/fwlink/?LinkId=313603>. You may install copies of the files listed in it, onto your build machines. You and others in your organization may use these files on your build machines solely for the purpose of compiling, building, verifying and archiving your programs or to run quality or performance tests as part of the build process on your

build machines.

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

- * embed fonts in content as permitted by the embedding restrictions in the fonts; and

- * temporarily download them to a printer or other output device to help print content.

e. Included Microsoft Programs. These license terms apply to all Microsoft programs included with the software, except as otherwise noted in this agreement or in the ThirdPartyNotices file accompanying the software.

f. Third Party Notices. Additional copyright notices and license terms applicable to portions of the software are set forth in the ThirdPartyNotices file accompanying the Microsoft software. In addition to any terms and conditions of any third party license identified in the ThirdPartyNotices file, the disclaimer of warranty and limitation on and exclusion of remedies and damages provisions of this agreement shall apply to all software in this distribution.

4. DISTRIBUTABLE CODE. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below. (For this Section the term “distribution” also means deployment of your programs for third parties to access over the Internet.)

a. Right to Use and Distribute. The code and text files listed below are “Distributable Code.”

- * REDIST.TXT Files. You may copy and distribute the object code form of code listed on the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=313603>.

- * Sample Code. You may copy, modify and distribute the source and object code form of code marked as “sample.”

- * Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.

- * Blend Site Templates for Visual Studio. The software contains code marked as “site templates” that you are permitted to use along with your content. You may copy, modify, and distribute the source and object code form of these site templates.

* Blend Fonts for Visual Studio. You may distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font.

* Blend Styles for Visual Studio. You may copy, modify and distribute the object code form of code identified as "Sketch" or "Simple" Styles.

* Silverlight 5 SDK Libraries. You may copy and distribute the object code form of code marked as "Silverlight Libraries", "Client Libraries", and "Server Libraries."

* ASP.NET and Web Tooling Extensions .js Files. You may copy, modify and distribute any .js files contained in the ASP.NET Model View Controller, ASP.NET Web Pages or in the Web Tooling Extensions project templates and NuGet packages as part of your ASP.NET programs.

* Visual Studio LightSwitch Project Templates. You may modify, copy, and distribute the .js files contained in the Visual Studio LightSwitch project templates as part of your LightSwitch programs.

* Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

b. Distribution Requirements. For any Distributable Code you distribute, you must:

* add significant primary functionality to it in your programs;

* for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;

* distribute Distributable Code included in a setup program only as part of that setup program without modification;

* require distributors and external end users to agree to terms that protect the Distributable Code at least as much as this agreement;

* display your valid copyright notice on your programs; and

* indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

c. Distribution Restrictions. You may not:

- * alter any copyright, trademark or patent notice in the Distributable Code;

- * use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;

- * distribute Distributable Code to run on a platform other than Microsoft operating systems, run-time technologies, or application platforms, except that JavaScript, CSS and HTML files included for use in websites and web applications (as opposed to Windows Library for JavaScript files covered in Section 4.d below) may be distributed to run on any platform;

- * include Distributable Code in malicious, deceptive or unlawful programs; or

- * modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that

- * the code be disclosed or distributed in source code form; or

- * others have the right to modify it.

d. Windows Library for JavaScript. The software includes Windows Library for JavaScript. In addition to the other provisions of this Distributable Code section, the following also applies to your programs that work in conjunction with Windows Library for JavaScript. The Windows Library for JavaScript files help your programs implement the Windows design template and UI look and feel. You may copy, use and distribute these files, without modification, in programs you develop for your internal use or in programs that you develop and distribute to third parties. You may distribute programs containing the Windows Library for JavaScript files only through the Windows Store and not by any other means.

e. Additional Licensing Requirements and/or Distribution Rights for Features Made Available with the Software:

- * Bing Maps. The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in

conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose.

* Additional Mapping APIs. The software may include application programming interfaces that provide maps and other related mapping features and services that are not provided by Bing (the "Additional Mapping APIs"). These Additional Mapping APIs are subject to additional terms and conditions and may require payment of fees to Microsoft and/or third party providers based on the use or volume of use of such Additional Mapping APIs. These terms and conditions will be provided when you obtain any necessary license keys to use such Additional Mapping APIs or when you review or receive documentation related to the use of such Additional Mapping APIs.

* Windows.Phone.Speech namespace API. Using speech recognition functionality via the Windows.Phone.Speech namespace APIs in a program requires the support of a speech recognition service. The service may require network connectivity at the time of recognition (e.g., when using a predefined grammar). In addition, the service may also collect speech-related data in order to provide and improve the service. The speech-related data may include, for example, information related to grammar size and string phrases in a grammar.

Also, in order for a user to use speech recognition on the phone they must first accept certain terms of use. The terms of use notify the user that data related to their use of the speech recognition service will be collected and used to provide and improve the service. If a user does not accept the terms of use and speech recognition is attempted by the application, the operation will not work and an error will be returned to the application.

* Location Framework. The software may contain a location framework component that enables support of location services in programs. In addition to the other limitations in this agreement, you must comply with all applicable local laws and regulations when using the location framework component or the rest of the software.

* Device ID Access. The software may contain a component that enables programs to access the device ID of the device that is running the program. In addition to the other limitations in this agreement, you must comply with all applicable local laws and regulations when using the device ID access component or the rest of the software.

* PlayReady Support. The software includes the Windows Phone Emulator

which contains Microsoft's PlayReady content access technology. Content owners use Microsoft PlayReady content access technology to help protect their intellectual property, including copyrighted content. This software uses PlayReady technology to access PlayReady-protected content and/or Microsoft Digital Rights Management (DRM) protected content. Microsoft may decide to revoke the software's ability to consume PlayReady-protected content for reasons including but not limited to (i) if a breach or potential breach of PlayReady technology occurs, (ii) proactive robustness enhancement, and (iii) if content owners require the revocation because the software fails to properly enforce restrictions on content usage. Revocation should not affect unprotected content or content protected by other content access technologies. Content owners may require you to upgrade PlayReady to access their content. If you decline an upgrade, you will not be able to access content that requires the upgrade and may not be able to install other operating system updates or upgrades.

* Microsoft Advertising SDK. If you pass precise location data or other user related data (e.g., user identifier, profile data, behaviorally tracked user data) to the Microsoft Advertising SDK for Windows Phone, then your program must (a) notify end users that it will be collecting and using user related information and providing this information to Microsoft for Microsoft's advertising use, and (b) explicitly obtain affirmative user consent (e.g. the user must click an "Accept" or continue "Install" button) for this upon download of the software and/or application. In addition, you agree to: (a) comply with certification and other requirements for Windows Phone; (b) comply with Microsoft's privacy and other policies in your collection and use of any user data; (c) not collect or use any user identifier created or provided to you by Microsoft for any purpose other than passing such identifier to a Microsoft advertising service as part of your use of the service; and (d) provide in your privacy policy and/or terms of use a link that provides users with the ability to opt out of Microsoft interest based advertising at the following location <https://choice.live.com/AdvertisementChoice/>.

5. DATA.

a. Consent for Internet-Based Services. Microsoft provides Internet-based services with the software. It may change or cancel them at any time. The software features described below and in the Visual Studio 2013 privacy statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see <http://go.microsoft.com/fwlink/?LinkId=286720>. BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. Microsoft does not

use the information to identify or contact you.

* Extensions and Updates; and New Project Dialog. Extensions and Updates; and New Project Dialog can retrieve other software through the Internet from Visual Studio Gallery, Microsoft Download Center and MSDN Samples websites. To provide this other software, Extensions and Updates; and New Project Dialog send to Microsoft the name and version of the software you are using and language code of the device where you installed the software. In addition, Extensions and Updates contains an automatic update feature that is on by default.

* For more information about this feature, including instructions for turning it off, see <http://go.microsoft.com/fwlink/?LinkId=286720>. You may turn off this automatic update feature while the software is running (“opt out”). Unless you expressly opt out of this feature, the feature will (a) connect to Microsoft or service provider computer systems over the Internet, (b) use Internet protocols to send to the appropriate systems standard computer information, such as your computer’s Internet protocol address, operating system, the name and version of the software you are using and language code of the device where you installed the software, and (c) prompt you to download and/or install, current updates to the software or other third party software. In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information.

* Notification Tool Window. The software includes a notification tool window. When connected to the Internet, technologies that use the notification tool window may provide information related to extensions and other software or services that you have installed or opted into and display those updates to you. For more information please see the privacy statement <http://go.microsoft.com/fwlink/?LinkId=286720>.

* Really Simple Syndication (“RSS”) Feed. This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.

* Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance, help, and Appshelp. You may choose not to use these web content features.

* Package Manager Features. For more information about these features, see the privacy statement available at go.microsoft.com/fwlink/?LinkId=205205. With respect to these package manager features, Microsoft or the third party service provider may use the computer information obtained through your use of these features, to improve its software and services. Microsoft or such third party may also share this information with others, such as hardware and software vendors that may use the information to improve how their products run with Microsoft software.

* Open Data Protocol (OData) Service. The Microsoft NuGet-Based Package Manager and the package manager feature of Microsoft ASP.NET Web Pages will access a list of packages made available by Microsoft and third party service providers that is accessed by means of an OData service online located at go.microsoft.com/fwlink/?LinkId=206669. You may change the feed URL that the package manager feature initially points to at any time at your discretion.

* Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

b. Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

* Visual Studio Experience Improvement Program. This software uses the Visual Studio Experience Improvement Program ("VSEIP") which is on by default. VSEIP helps Microsoft collect information about problems that you have while using the software. Microsoft also uses VSEIP Information to improve its software and services. Microsoft may also share VSEIP data with others, such as agents acting on Microsoft's behalf and hardware and software vendors to improve how their products run with Microsoft software. To learn more about VSEIP,

go.microsoft.com/fwlink/?LinkId=286720.

* Data Collected Automatically. Microsoft automatically collects information identifying your installed Microsoft product, the operating system of the device, the CPU architecture of the operating system and data regarding the success or failure of the installation of the software, data identifying the cause of a crash in the product and information about the product license which is in use. Microsoft does not use this information to identify or contact you. For more information about privacy, see <http://go.microsoft.com/fwlink/?LinkId=286720>.

c. Microsoft Accounts in Visual Studio. If you are running the software on Windows 8, Windows 7 with sign-in assistant, or any other version of Windows that supports providing a Microsoft account directly to the software and you are signed into a Microsoft account in those versions of Windows, you may automatically be signed into the software and Visual Studio services accessed by the software using the same Microsoft account. This allows you to access services within the software and roam the software's settings without being asked to reenter your Microsoft account credentials each time you start the software. For more information about signing into the software and the services available therein with a Microsoft account, see the privacy statement <http://go.microsoft.com/fwlink/?LinkId=286720>.

d. Use of Information. Microsoft may use the computer and services information to improve its software and services. Microsoft may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

6. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes one or more components of the .NET Framework ("NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkId=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkId=66406.

7. OTHER INCLUDED MICROSOFT SOFTWARE COMPONENTS:

* Microsoft SQL Server, Microsoft SharePoint, Windows Software Development Kit (Windows SDK) and Components of Microsoft Office. The software is

accompanied by Microsoft SQL Server software, Microsoft SharePoint software, including SharePoint Windows Identity Foundation Extensions, Windows SDKs and certain components of Microsoft Office software, which are all licensed to you under their own terms. The license terms for these software components are located in the “Licenses” folder of the software installation directory. If you do not agree to the license terms for these software components, you may not use them.

* Windows Components. The software includes Microsoft .NET Framework software, certain .dll’s related to Microsoft Build technologies, Windows Identity Foundation, Windows Web Services (WWS) for Windows 2008 and Windows Library for JavaScript components. These software components are part of Windows and are licensed to you under separate Windows license terms or as a supplement to a Windows license. The product lifecycle support and license terms for the applicable Windows product apply to your use of these Windows components.

* Microsoft Components Provided for Use with the Software. The software includes compilers, languages, runtimes, environments, and other resources that enable development for many Microsoft platforms. As a convenience to our Visual Studio customers, the software may install certain Microsoft SDKs and other Microsoft components that target and support those platforms. These components may be licensed and supported under their own terms and policies. The license terms for these software components are located in the “Licenses” folder of the software installation directory. If you do not agree to the license terms for these software components, you may not use them.

8. PACKAGE MANAGER AND THIRD PARTY SOFTWARE INSTALLATION FEATURES. The software includes the following features (each a “Feature”), each of which enables you to obtain software applications or packages through the Internet from other sources: Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and the package manager feature of Microsoft ASP.NET Web Pages. Those software applications and packages available through the Features are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is licensed to you under its own terms. Microsoft is not distributing or licensing any of the third-party applications or packages to you, but instead, as a convenience, enables you to use the Features to access or obtain those applications or packages directly from the third-party application or package providers. By using the Features, you acknowledge and agree that:

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- * disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval, however, this does not apply to the Microsoft .NET Framework (see Section 6);

- * work around any technical limitations in the software;

- * reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and solely to the extent: (i) permitted by applicable law, despite this limitation; or (ii) 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;

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- * share or otherwise distribute documents, text or images created using the software Data Mapping Services features;

- * make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- * publish the software, including any application programming interfaces included in the software, for others to copy;

- * use the software in any way that is against the law;

- * rent, lease or lend the software; or

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MICROSOFT VISUAL STUDIO 2015 SOFTWARE DEVELOPMENT KIT
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@babel/code-frame 7.12.13, @babel/compat-data 7.13.8, @babel/generator 7.13.9, @babel/helper-annotate-as-pure 7.12.13, @babel/helper-builder-binary-assignment-operator-visitor 7.12.13, @babel/helper-create-regexp-features-plugin 7.12.17, @babel/helper-define-polyfill-provider 0.1.5, @babel/helper-explode-assignable-expression 7.13.0, @babel/helper-function-name 7.12.13, @babel/helper-get-function-arity 7.12.13, @babel/helper-hoist-variables 7.13.0, @babel/helper-member-expression-to-functions 7.13.0, @babel/helper-module-imports 7.12.13, @babel/helper-module-transforms 7.13.0, @babel/helper-optimise-call-expression 7.12.13, @babel/helper-plugin-utils 7.13.0, @babel/helper-remap-async-to-generator 7.13.0, @babel/helper-replace-supers 7.13.0, @babel/helper-simple-access 7.12.13, @babel/helper-skip-transparent-expression-wrappers 7.12.1, @babel/helper-split-export-declaration 7.12.13, @babel/helper-validator-identifier 7.12.11, @babel/helper-validator-option 7.12.17, 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