#### REALNETWORKS, INC. END USER LICENSE AGREEMENT

HELIX UNIVERSAL SERVER, HELIX UNIVERSAL SERVER PRO, HELIX PROXY, HELIX SECURITY MANAGER, HELIX SECURITY MANAGER ADAPTER, HELIX SESSION MANAGER, HELIX SERVER BASIC, HELIX UNIVERSAL SERVER AWS, HELIX UNIVERSAL SERVER PRO AWS AND HELIX REALMEDIA SERVER.

### **REDISTRIBUTION NOT PERMITTED**

IMPORTANT -- READ CAREFULLY: This End User License Agreement ("License Agreement") is a legal agreement between you (either an individual or an entity) and RealNetworks, Inc. and its suppliers and licensors (collectively "RealNetworks") for RealNetworks software and associated media and printed materials ("Documentation"), whether provided in physical form or received on-line in electronic form ("Software"). The Software may include one or more of the following RealNetworks products: Helix Universal Server, Helix Universal Server Pro, Helix Proxy, Helix Security Manager, Helix Security Manager Adapter, Helix Session Manager, Helix Server Basic Helix Universal Server AWS, Helix Universal Server Pro AWS and Helix RealMedia Server. These products may also include software developed by the OpenSSL Project for use in the OpenSSL Toolkit, the terms of which are given in Appendix A.

You may install only ONE copy of the Software. By choosing "Accept", installing, copying or otherwise using the Software, you agree to be bound by the terms of this License Agreement. If you do not agree to the terms of this License Agreement, select "Cancel" or "No" and/or do not install the Software.

YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS LICENSE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ANY THIRD PARTY SOFTWARE, INCLUDING ANY NON-REALNETWORKS PLUG-IN THAT MAY BE PROVIDED WITH THE SOFTWARE IS INCLUDED FOR USE AT YOUR OPTION. IF YOU CHOOSE TO USE SUCH SOFTWARE, THEN YOUR USE SHALL BE GOVERNED BY SUCH THIRD PARTY'S LICENSE AGREEMENT, AN ELECTRONIC COPY OF WHICH WILL BE INSTALLED IN THE "LICENSE" FOLDER UNDER THE DIRECTORY ON YOUR COMPUTER IN WHICH YOU CHOOSE TO INSTALL THE SOFTWARE.

1. GRANT OF LICENSE. Subject to the provisions contained herein, and in return for the payment of the requisite License Fees for the Software, RealNetworks hereby grants you a non-exclusive, non-transferable, perpetual, worldwide license to install and use the version of the Software specified by your Software License Key.

(a) Installation. For each Server License Unit you purchase, you may install only one copy of the Software on a single computer (the computer running the Software shall be referred to as the "Host Computer") containing up to eight central processing units or

cores. For multi-core CPUs, one Server License Unit is required for every sixteen CPU cores. When a Host Computer contains more than sixteen CPU cores, a separate Licensing Unit must be purchased for every sixteen CPU-cores it contains. For example, a Host Computer containing 16 or 32 CPU-cores would require 1 and 2 Licensing Units respectively; a Host Computer containing 24 or 48 CPU cores would require 2 and 3 licensing units respectively. Additionally any virtual computer also count as a single computer/seat for the install purposes outlined herein.

(b) Helix Universal Server, Helix Universal Server Pro Helix Universal Server AWS, Helix Universal Server Pro AWS and Helix RealMedia Server Use. You may use your installed copy of the Software to deliver Streams to end-user client computers or to other Helix Servers or Helix Proxies or RealProxies. A "Stream" means the stream of digitally encoded data that delivers a digital media type (e.g., RealAudio, RealVideo, Mp3, etc.) to a single end-user client computer. The number of Streams delivered by a given Host Computer is measured by counting the number of end-users simultaneously served by Streams originating at that Host Computer. You may only serve the number of concurrent Streams and the media types that are enabled by your server license key.

(c) Helix Security Manager Use. If you have purchased a license for the Helix Security Manager, you may use your installed copy of the Software to interoperate with one server running Helix Universal Media Server or Helix Universal Media Server for Mobile software (each a "Server"), one http download server (e.g. Covalent Enterprise Ready Software or Apache HTTP Server) and your business systems, and may use the following features of the Software: authorization and monitoring. YOU MAY NOT ENABLE ANY OTHER FEATURES. You may increase the number of Servers with which the Software can interact by purchasing additional Helix Security Manager Adapter licenses from RealNetworks. The number of Servers with which the Software can interact is also limited by the hardware, software and bandwidth configurations of the CPU on which the Software is installed. You may not attempt to use the Software to circumvent the security mechanisms limiting the number of Servers with which the Software can interact.

(d) Helix Security Manager Adapter Use. You may install the Helix Security Manager Adapter Software on one Helix Universal Server or one http download server. To install Helix Security Manager Adapter Software on additional Servers, you will need to buy additional Helix Security Manager Adapter units.

(e) Helix Session Manager Use. If You have purchased a license for the Helix Session Manager, you may install the Software on one server running Helix Universal Server software (each a "Server") and interoperate with your business systems, and may use the following features of the Software: client control and logging. YOU MAY NOT ENABLE ANY OTHER FEATURES. You may increase the number of Servers with which the Software can interact by purchasing additional Helix Session Manager Licenses from RealNetworks. The number of Servers with which the Software can interact is also limited by the hardware, software and bandwidth configurations of the CPU on which the Software is installed. You may not attempt to use the Software to circumvent the security mechanisms limiting the number of Servers with which the Software to control to the Software can interact.

(f) Redundant Option. If you have purchased the Redundant Option, you may also install one (1) additional copy ("Redundant Copy") of the Software on another Host Computer, provided that such Redundant Copy is used only as a back-up system, for resilience purposes, and is not operating simultaneously with the primary copy of the Software. The license rights granted in this Section are explicitly not intended for load balancing or to increase your total streaming capacity.

(g) Non-Production Use License. If you purchased a license for non-production use only, you may only install and use the Software in a non-production test environment for testing purposes only. All results shall be held in strict confidence and may not be disclosed to any third party. You may not use the Software to serve streams over your general intranet or over the public Internet or use the non-production license for commercial purposes.

(h) Attribution. You must indicate which publicly available files are in the RealAudio (.ra), RealVideo (.rm) or other RealMedia, format. RealNetworks hereby grants you a non-exclusive, limited license to use, and you agree that you shall always use, RealNetworks' trademarks in accordance with RealNetworks' Trademark and Logo Usage Policy at

<u>http://www.realnetworks.com/pressroom/resources/trademark\_policy.aspx?terms=logo</u> and for the sole purpose of informing Website visitors that RealAudio, RealVideo or other RealMedia content is available at your Website. You agree not to use any RealNetworks trademark in a way that may imply that (i) you are an agency or branch of RealNetworks or (ii) that RealNetworks endorses, is affiliated with, or sponsors you or your products without RealNetworks express written permission. You also agree that you may not link directly to any media file or .ram file made available from the RealNetwork's Website.

(i) Use of GUIDs and Cookies. If you enable the Software to utilize any global unique identifiers (GUIDs) and/or cookies placed in or contained in the RealPlayer or other RealNetworks product, RealNetworks recommends and encourages you to prominently disclose such use to your end users and customers and obtain consent to use such GUIDs and/or cookies from your end users and customers, and give each end user and customer the opportunity to opt out of your use of GUIDs and/or cookies with respect to each such end user or customer. You agree to hold harmless, indemnify and defend RealNetworks, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims that you have inappropriately used GUIDs and/or cookies.

### 2. LIMITATIONS OF YOUR LICENSE.

<u>Notice to Users</u>. You agree to inform all users of the Software, other than end users receiving Streams, of the terms of this License Agreement.

<u>Dual-Media Software</u>. You may receive the Software in more than one medium (e.g., by electronic distribution and on CD-ROM). Regardless of the type or size of medium you receive, you may use only install one copy of the software.

<u>No Copying</u>. You may not copy the Software or Documentation, except that you may make a single copy of the software for archival purposes only, provided such copy must contain all of the original Software's proprietary notices.

<u>No Modifications or Reverse Engineering</u>. You may not modify, translate, reverse engineer, decompile or disassemble (except to the extent that this restriction is expressly prohibited by applicable law), or create derivative works based on the Software. <u>No Resale, Rental or Transfer</u>. You may not rent, lease, sell, or transfer the Software or documentation without RealNetwork's express written consent, which RealNetworks may withhold in its discretion.

<u>Audit Rights</u>. You shall permit. RealNetworks to audit your compliance with this License Agreement, as RealNetworks deems reasonably necessary.

<u>Reservation of Rights</u>. All rights not expressly granted to you are reserved to RealNetworks.

3. SOFTWARE OWNERSHIP. This is a license agreement and NOT an agreement for sale. Title, ownership rights and intellectual property rights in and to the Software (including any images, animations, video, audio, music, and text incorporated into the Software), accompanying printed materials, and any copies you are permitted to make herein are owned by RealNetworks or its suppliers and are protected by United States copyright law and international treaty provisions. You may (a) make one copy of the Software solely for backup or archival purposes (in accordance with customary practices for such purpose), provided such copy must contain all of the original Software's proprietary notices, or (b) transfer the Software to a single hard disk, provided you keep the original solely for backup or archival purposes. You may not copy the printed or electronically transmitted materials accompanying the Software. Your rights to use the Software are specified in this License Agreement, and RealNetworks retains all rights not expressly granted to you in this License Agreement. Nothing in this License Agreement constitutes a waiver of RealNetworks' rights under U.S. or international copyright law or any other federal or state law.

4. BETA RELEASE or EVALUATION VERSIONS. In the event that the Software is a beta release or evaluation version, the terms of this Section shall apply. Your license to use the Software expires 10 days after installation (or such other period as indicated by the Software) and the Software may cease to function. The Software you are receiving may contain more or less features than the commercial release of the RealNetworks product that RealNetworks intends to distribute. While RealNetworks intends to distribute a commercial release of the Software or, if released, to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the commercial release. You agree that the beta release and evaluation versions are not suitable for production use and may contain errors affecting their proper operation. You agree that you will not do anything to circumvent or defeat the features designed to stop the Software from operating after the license expires.

5. SOFTWARE UPGRADES. RealNetworks may develop or issue upgraded versions of the Software from time to time. At its sole option, and for a fee to be determined, RealNetworks may make such upgrades available to you. If the Software you have is labeled as an upgrade, you must be properly licensed to use a product identified by RealNetworks as being eligible for the upgrade in order to use the Software. Software labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade, and following the upgrade you may use the resulting

Software only in accordance with the terms of this License Agreement. If the Software is an upgrade of a component of a package of software programs that you licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one computer. Any upgrade that may be provided herein is separate from any maintenance and support services which are not part of this EULA and are available under a separate support agreement.

### 6. DISCLAIMER OF WARRANTIES

(a) For Production versions of the Software, the following terms apply:

LIMITED WARRANTY. RealNetworks warrants that for a period of ninety (90) days from the date of acquisition, the Software, if operated as directed, will substantially achieve the functionality described in the Documentation. RealNetworks does not warrant however that your use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. RealNetworks also warrants that the media containing the Software, if provided by RealNetworks, is free from defects in material and workmanship and will so remain for ninety (90) days from the date you acquire the Software.

No Other Warranties. NO OTHER WARRANTIES: TO THE MAXIMUM (i) EXTENT PERMITTED BY APPLICABLE LAW REALNETWORKS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS AND ANY ACCOMPANYING HARDWARE. If any modifications are made to the Software by you during the warranty period; if the media is subjected to accident abuse or improper use; or if you violate the terms of this License Agreement, this warranty shall immediately terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the Software was designed to be used as described in the Documentation. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

(ii) Customer Remedies. RN's sole liability for a breach of this warranty shall be in RealNetworks' sole discretion: (i) to replace your defective media; or (ii) to advise you how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (iii) if the above remedies are impracticable, to refund the license fee, if any, you paid for the Software less a reasonable amount for your prior use of the Software. Repaired, corrected or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software or if longer for thirty (30) days after the date RealNetworks either shipped to you the repaired or replaced Software or advised you as to how to operate the Software so as to achieve the functionality described in the Documentation, whichever is applicable. Only if you inform RealNetworks of the problem with the Software during the applicable

warranty period and provide evidence of the date you acquired the Software will RealNetworks be obligated to honor this warranty.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WHETHER IN TORT CONTRACT OR OTHERWISE SHALL REALNETWORKS OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF REALNETWORKS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY. FURTHER, IN NO EVENT SHALL REALNETWORK'S LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT EXCEED THE LICENSE FEE PAID TO REALNETWORKS FOR THE SOFTWARE AND DOCUMENTATION. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) For the Evaluation and Beta versions of the Software, the following terms apply:

DISCLAIMER OF WARRANTY & LIMIT OF LIABILITY. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REALNETWORKS FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REALNETWORKS OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS LICENSE AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT. EVEN IF REALNETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REALNETWORK'S TOTAL LIABILITY FOR ANY DIRECT DAMAGES SHALL NOT EXCEED FIVE DOLLARS (\$5.00). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. INDEMNIFICATION. The Software is intended for use only with properly licensed media, content, and content creation tools. It is your responsibility to ascertain whether any copyright, patent or other licenses are necessary and to obtain any such licenses to serve and/or create or compress such media and content. You agree to transmit and/or

compress only those materials for which you have the necessary patent, copyright and other permissions, licenses, and/or clearances. You agree to hold harmless, indemnify and defend RealNetworks, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims that you have encoded, compressed, copied or transmitted any materials (other than materials provided by RealNetworks) in connection with the Software in violation of another party's rights or in violation of any law. If you are importing the Software from the United States, you shall indemnify and hold RealNetworks harmless from and against any import and export duties or other claims arising from such importation.

8. TERMINATION. This License Agreement and your right to use this Software automatically terminate if you fail to comply with any term hereof. No notice shall be required from RN to effect such termination. You may also terminate this License Agreement at any time by notifying RN in writing of termination. Upon any termination of this License Agreement, you shall immediately discontinue use of the Software and shall within three (3) days return to RN, or certify destruction of, all full or partial copies of the Software, documentation and related materials provided by RN. Your obligation to pay accrued charges and fees shall survive any termination of this License Agreement.

9. NO ASSIGNMENT. This License Agreement is personal to you, and may not be assigned without RealNetworks' express written consent. In the event that you are an entity that merges with another entity or are acquired by another entity during the Term, you shall provide written notice of such merger or acquisition not later than the date on which any public announcement is made. If RealNetworks does not consent to assignment of this License Agreement to the new or acquiring entity in such merger or acquisition, RealNetworks may terminate this License Agreement on thirty (30) days written notice. Both parties shall perform under this License Agreement until such termination is effective.

10. U.S. GOVERNMENT RESTRICTED RIGHTS. This Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in Defense Federal Acquisition Regulation Supplement ('DFARS') 252.227-7015 or DFARS 252.227-7013 as applicable.

11. EXPORT CONTROLS. You are responsible for complying with all trade regulations and laws both foreign and domestic. You acknowledge that none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported to: (1) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria); (2) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government. In addition, you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export or use these products. By using the Software you are agreeing to the

foregoing and are representing and warranting that (i) no U.S. federal agency has suspended, revoked, or denied you export privileges, (ii) you are not located in or under the control of a national or resident of any such country or on any such list, and (iii) you will not export or re-export the Software to any prohibited country, or to any prohibited person, entity, or end-user as specified by U.S. export controls.

12. MISCELLANEOUS. (a) This License Agreement shall constitute the complete and exclusive agreement between us, notwithstanding any variance with any purchase order or other written instrument submitted by you, whether formally rejected by RealNetworks or not. The acceptance of any purchase order you place is expressly made conditional on your consent to the terms set forth herein. The terms and conditions contained in this License Agreement may not be modified except in a writing duly signed by you and an authorized representative of RealNetworks. If any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. This License Agreement shall be governed by the laws of the State of Washington, without regard to conflicts of law provisions, and you hereby consent to the exclusive (except as set forth in Section 12(b)) jurisdiction of the state and federal courts sitting in the State of Washington. Solely at RealNetworks' option, any or all unresolved disputes relating in any way to, or arising out of, the Software, your use of the Software or this License Agreement may be submitted to arbitration in the State of Washington; except that, to the extent that you have breached or have indicated your intention to breach this License Agreement in any manner which violates or may violate RealNetworks intellectual property rights, or may cause continuing or irreparable harm to RealNetworks (including, but not limited to, any breach that may impact RealNetworks intellectual property rights, or a breach by reverse engineering), RealNetworks may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction. Any arbitration of a dispute under this License Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. This License Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

(b) If you are located in the Peoples Republic of China, and in the event that an arbitrators award in Washington is not at the relevant time recognized or enforceable through the courts of the Peoples Republic of China you agree that Real may in its sole discretion choose to pursue any dispute or claim by way of arbitration through the Arbitration Committee of China International Economic Cooperation and Trade. Both parties will accept and abide by the ruling of such arbitration and both parties shall agree that Chinese law shall apply to the explanation, implementation and dispute settlement of this License Agreement and any arbitration ruling. Nothing herein shall prevent either party from applying to the courts of the Peoples Republic of China for injunctive or other interim relief.

Copyright © 2002 - 2013 RealNetworks, Inc. and/or its suppliers. 1501 1<sup>st</sup> Ave S. Suite 600, Seattle, Washington 98134 U.S.A. This product may have patents pending. All

rights reserved. RealNetworks, Helix, RealPlayer, RealAudio, and RealVideo are trademarks or registered trademarks of RealNetworks, Inc.

101613

# Appendix A.

OpenSSL License:

Copyright (c) 1998-2003 The OpenSSL Project. All rights reserved.

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

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (http://www.openssl.org/)"

4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.

5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.

6. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<u>http://www.openssl.org/</u>)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. This product includes cryptographic software written by Eric Young (<u>eay@cryptsoft.com</u>). This product includes software written by Tim Hudson (<u>tjh@cryptsoft.com</u>). Original SSLeay License

Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com) All rights reserved.

This package is an SSL implementation written by Eric Young (eay@cryptsoft.com). The implementation was written so as to conform with Netscapes SSL.

This library is free for commercial and non-commercial use as long as the following conditions are adheared to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (<u>tjh@cryptsoft.com</u>).

Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed. If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.

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

1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. All advertising materials mentioning features or use of this software must display the following acknowledgement: "This product includes cryptographic software written by Eric Young (eav@cryptsoft.com)"

The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-).

4. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement: "This product includes software written by Tim Hudson (<u>tjh@cryptsoft.com</u>)"

THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING

# NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The licence and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution licence [including the GNU Public Licence.]

033110