

# D'Fusion Third Party Software Licenses

## Content

This section contains copyright notices, licenses, and/or acknowledgements as requested or required by various third party software providers whose software is used in TOTAL IMMERSION D'Fusion products.

D'Fusion products may use the following third party software:

- Ogre3D
- OpenAL
- Lua
- Bullet
- Autodesk Maya SDK
- Autodesk 3DSMax SDK
- Sony VISCA support
- FFMPEG
- OPAL
- PWLib
- TinyXML
- NewMath
- 3D Tracking
- 3D Planar Tracking
- OpenCV
- FAST Corner Detection
- Intel Integrated Performance Primitives
- libJasper
- LibJpeg
- libPng
- libTiff
- zlib
- CxImage
- MD5
- OpenSSL
- OggVorbis
- Boost
- LZMA
- Android SDK
- Android NDK
- STL port from NDK Wrappers
- Qt
- QtSingleApplication
- zziplib

- libZip
- FreeType
- FreeImage
- ZXing
- Bitstream Vera Fonts
- ArUco

## **Ogre3D**

Depending on purchased options, D'Fusion products may use Ogre3D, version 1.7, library which is released under the MIT License (<http://www.ogre3d.org/licensing>).

**From the Ogre3D webpage** (<http://www.ogre3d.org/licensing>):

OGRE 1.7 and later

MIT License

Ogre is released under the MIT License, which is a permissive open source license. The only condition is that you distribute the license text included in our distribution with any software that uses OGRE.

**Where the hyperlink 'MIT License' redirects to this license definition** (<http://www.opensource.org/licenses/mit-license.php>):

The MIT License

Copyright (c) <year> <copyright holders>

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER

LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

**And where the hyperlink 'the license text included in our distribution' redirects to this license text**

(<http://ogre.svn.sourceforge.net/viewvc/ogre/trunk/COPYING?revision=9087>):

OGRE ([www.ogre3d.org](http://www.ogre3d.org)) is made available under the MIT License.

Copyright (c) 2000-2009 Torus Knot Software Ltd

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

## **OpenAL**

Depending on purchased options, D'Fusion products may use OpenAL library which is covered by the LPGL license (<http://www.openal.org/platforms.html>).

### **From the OpenAL distribution:**

```

/**
 * OpenAL cross platform audio library
 * Copyright (C) 1999-2000 by authors.
 * This library is free software; you can redistribute it
and/or
 * modify it under the terms of the GNU Library General Public
 * License as published by the Free Software Foundation; either
 * version 2 of the License, or (at your option) any later
version.
 *
 * This library is distributed in the hope that it will be
useful,
 * but WITHOUT ANY WARRANTY; without even the implied warranty
of
 * MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the
GNU
 * Library General Public License for more details.
 *
 * You should have received a copy of the GNU Library General
Public
 * License along with this library; if not, write to the
 * Free Software Foundation, Inc., 59 Temple Place - Suite 330,
 * Boston, MA 02111-1307, USA.
 * Or go to http://www.gnu.org/copyleft/lgpl.html
 */

```

As required by the GNU Library General Public License, its text is

included here:

GNU LIBRARY GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1991 Free Software Foundation, Inc.

59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public

Licenses are intended to guarantee your freedom to share and change

free software--to make sure the software is free for all its users.

This license, the Library General Public License, applies to some

specially designated Free Software Foundation software, and to any

other libraries whose authors decide to use it. You can use it for

your libraries, too.

When we speak of free software, we are referring to freedom, not

price. Our General Public Licenses are designed to make sure that you

have the freedom to distribute copies of free software (and charge for

this service if you wish), that you receive source code or can get it

if you want it, that you can change the software or use pieces of it

in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights.

These restrictions translate to certain responsibilities for you if

you distribute copies of the library, or if you modify it.

For example, if you distribute copies of the library, whether gratis

or for a fee, you must give the recipients all the rights that we gave

you. You must make sure that they, too, receive or can get the source

code. If you link a program with the library, you must provide complete object files to the recipients so that they can relink them

with the library, after making changes to the library and recompiling

it. And you must show them these terms so they know their rights.

Our method of protecting your rights has two steps: (1) copyright

the library, and (2) offer you this license which gives you legal

permission to copy, distribute and/or modify the library.

Also, for each distributor's protection, we want to make certain

that everyone understands that there is no warranty for this free

library. If the library is modified by someone else and passed on, we

want its recipients to know that what they have is not the original

version, so that any problems introduced by others will not reflect on

the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that companies distributing free

software will individually obtain patent licenses, thus in effect

transforming the program into proprietary software. To prevent this,

we have made it clear that any patent must be licensed for everyone's

free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary

GNU General Public License, which was designed for utility programs. This

license, the GNU Library General Public License, applies to certain

designated libraries. This license is quite different from the ordinary

one; be sure to read it in full, and don't assume that

anything in it is  
the same as in the ordinary license.  
The reason we have a separate public license for some  
libraries is that  
they blur the distinction we usually make between modifying or  
adding to a  
program and simply using it. Linking a program with a library,  
without  
changing the library, is in some sense simply using the  
library, and is  
analogous to running a utility program or application program.  
However, in  
a textual and legal sense, the linked executable is a combined  
work, a  
derivative of the original library, and the ordinary General  
Public License  
treats it as such.  
Because of this blurred distinction, using the ordinary  
General  
Public License for libraries did not effectively promote  
software  
sharing, because most developers did not use the libraries. We  
concluded that weaker conditions might promote sharing better.  
However, unrestricted linking of non-free programs would  
deprive the  
users of those programs of all benefit from the free status of  
the  
libraries themselves. This Library General Public License is  
intended to  
permit developers of non-free programs to use free libraries,  
while  
preserving your freedom as a user of such programs to change  
the free  
libraries that are incorporated in them. (We have not seen how  
to achieve  
this as regards changes in header files, but we have achieved  
it as regards  
changes in the actual functions of the Library.) The hope is  
that this  
will lead to faster development of free libraries.  
The precise terms and conditions for copying, distribution and  
modification follow. Pay close attention to the difference  
between a  
"work based on the library" and a "work that uses the  
library". The  
former contains code derived from the library, while the  
latter only  
works together with the library.  
Note that it is possible for a library to be covered by the  
ordinary  
General Public License rather than by this special one.

GNU LIBRARY GENERAL PUBLIC LICENSE  
TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND  
MODIFICATION

0. This License Agreement applies to any software library  
which  
contains a notice placed by the copyright holder or other  
authorized  
party saying it may be distributed under the terms of this  
Library

General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data

prepared so as to be conveniently linked with application programs

(which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work

which has been distributed under these terms. A "work based on the

Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a

portion of it, either verbatim or with modifications and/or translated

straightforwardly into another language. (Hereinafter, translation is

included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for

making modifications to it. For a library, complete source code means

all the source code for all modules it contains, plus any associated

interface definition files, plus the scripts used to control compilation

and installation of the library.

Activities other than copying, distribution and modification are not

covered by this License; they are outside its scope. The act of

running a program using the Library is not restricted, and output from

such a program is covered only if its contents constitute a work based

on the Library (independent of the use of the Library in a tool for

writing it). Whether that is true depends on what the Library does

and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's

complete source code as you receive it, in any medium, provided that

you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact

all the notices that refer to this License and to the absence of any

warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy,

and you may at your option offer warranty protection in exchange for a

fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful. (For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work

under

the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public

License instead of this License to a given copy of the Library. To do

this, you must alter all the notices that refer to this License, so

that they refer to the ordinary GNU General Public License, version 2,

instead of to this License. (If a newer version than version 2 of the

ordinary GNU General Public License has appeared, then you can specify

that version instead if you wish.) Do not make any other change in

these notices.

Once this change is made in a given copy, it is irreversible for

that copy, so the ordinary GNU General Public License applies to all

subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of

the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form

under the terms of Sections 1 and 2 above provided that you accompany

it with the complete corresponding machine-readable source code, which

must be distributed under the terms of Sections 1 and 2 above on a

medium customarily used for software interchange.

If distribution of object code is made by offering access to copy

from a designated place, then offering equivalent access to copy the

source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or

linked with it, is called a "work that uses the Library". Such a

work, in isolation, is not a derivative work of the Library, and

therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library

creates an executable that is a derivative of the Library (because it

contains portions of the Library), rather than a "work that uses the

library". The executable is therefore covered by this License.

Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file

that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not.

Whether this is true is especially significant if the work can be

linked without the Library, or if the work is itself a library. The

threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline

functions (ten lines or less in length), then the use of the object

file is unrestricted, regardless of whether it is legally a derivative

work. (Executables containing this object code plus portions of the

Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6.

Any executables containing that work also fall under Section 6,

whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or

link a "work that uses the Library" with the Library to produce a

work containing portions of the Library, and distribute that work

under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse

engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the

Library is used in it and that the Library and its use are covered by

this License. You must supply a copy of this License. If the work

during execution displays copyright notices, you must include the

copyright notice for the Library among them, as well as a reference

directing the user to the copy of this License. Also, you must do one

of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever

changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked

with the Library, with the complete machine-readable "work that

uses the Library", as object code and/or source code, so that the

user can modify the Library and then relink to produce a

modified

executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the

Library will not necessarily be able to recompile the application

to use the modified definitions.)

b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

c) If distribution of the work is made by offering access to copy

from a designated place, offer equivalent access to copy the above

specified materials from the same place.

d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the

Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception,

the source code distributed need not include anything that is normally

distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on

which the executable runs, unless that component itself accompanies

the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally

accompany the operating system. Such a contradiction means you cannot

use both them and the Library together in an executable that you

distribute.

7. You may place library facilities that are a work based on the

Library side-by-side in a single library together with other library

facilities not covered by this License, and distribute such a combined

library, provided that the separate distribution of the work based on

the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute

the Library except as expressly provided under this License.

Any

attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

9. You are not required to accept this License, since you have not

signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are

prohibited by law if you do not accept this License. Therefore, by

modifying or distributing the Library (or any work based on the

Library), you indicate your acceptance of this License to do so, and

all its terms and conditions for copying, distributing or modifying

the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the

Library), the recipient automatically receives a license from the

original licensor to copy, distribute, link with or modify the Library

subject to these terms and conditions. You may not impose any further

restrictions on the recipients' exercise of the rights granted herein.

You are not responsible for enforcing compliance by third parties to

this License.

11. If, as a consequence of a court judgment or allegation of patent

infringement or for any other reason (not limited to patent issues),

conditions are imposed on you (whether by court order, agreement or

otherwise) that contradict the conditions of this License, they do not

excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this

License and any other pertinent obligations, then as a consequence you

may not distribute the Library at all. For example, if a patent

license would not permit royalty-free redistribution of the Library by

all those who receive copies directly or indirectly through you, then

the only way you could satisfy both it and this License would be to

refrain entirely from distribution of the Library.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances. It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice. This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the Library General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free

programs whose distribution conditions are incompatible with these,  
write to the author to ask for permission. For software which is  
copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this.  
Our decision will be guided by the two goals of preserving the free status  
of all derivatives of our free software and of promoting the sharing  
and reuse of software generally.

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO  
WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR

OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY

KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE

LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME

THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN

WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY

AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU

FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE

LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING

RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A

FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF

SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest

possible use to the public, we recommend making it free software that

everyone can redistribute and change. You can do so by permitting

redistribution under these terms (or, alternatively, under the terms of the

ordinary General Public License).

To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the library's name and a brief idea of what it does.>

Copyright (C) <year> <name of author>

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Library General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Library General Public License for more details.

You should have received a copy of the GNU Library General Public License along with this library; if not, write to the Free Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

Also add information on how to contact you by electronic and paper mail.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the library, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the library `Frob' (a library for tweaking knobs) written by James Random Hacker.

<signature of Ty Coon>, 1 April 1990  
Ty Coon, President of Vice  
That's all there is to it

## **Lua**

Depending on purchased options, D'Fusion products may use Lua 5.x software which is covered by the following 'as-is' license (<http://www.lua.org/license.html>).

### **From the Lua distribution:**

Copyright © 1994–2010 Lua.org, PUC-Rio.  
Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to

whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

## **Autodesk Maya SDK**

Depending on purchased options, D'Fusion products may use Autodesk Maya SDK which is covered by the following license.

### **From the Autodesk distribution:**

All use of this Software is subject to the terms and conditions of the Autodesk End User License Agreement accepted upon installation of this Software and/or packaged with the Software.

## **Bullet**

Depending on purchased options, D'Fusion products may use Bullet library which is covered by the following 'as-is' license (<http://bulletphysics.org>).

### **From the Bullet distribution:**

Bullet Continuous Collision Detection and Physics Library  
Copyright (c) 2003-2006 Erwin Coumans  
<http://continuousphysics.com/Bullet/>

This software is provided 'as-is', without any express or implied warranty.

In no event will the authors be held liable for any damages arising from the use of this software. Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product,

an acknowledgment in the product documentation would be appreciated but is not required.

2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.

3. This notice may not be removed or altered from any source distribution.

## **Sony VISCA support**

Depending on purchased options, D'Fusion products may be based on the Sony VISCA SDK.

### **From the Sony distribution:**

```
/*
 *   SONY EVI D30/D31 Interface Code, Version 1.3
 *   Copyright (C) Vladimir Kravtchenko 1998
 *   All rights reserved
 *
 *   Permission to use, copy, and distribute this software is
hereby
 *   granted without fee.
 *
 *   Redistribution and use of this code, with or without
 *   modification, is subject to the following conditions:
 *
 *   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 code
 *       must display the following acknowledgement: This
product includes
 *       software developed by Vladimir Kravtchenko .
 *   4. The name of the author may not be used to endorse or
promote products
 *       derived from this software without specific prior
written permission.
 *
 *   THIS SOFTWARE IS PROVIDED BY THE AUTHOR "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 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.  
\*  
\*/

## **FFMPEG**

Depending on purchased options, D'Fusion products may use FFMPEG library which is covered by the LPGL license (<http://ffmpeg.mplayerhq.hu/legal.html>).

### **From the FFMPEG distribution:**

#### Fmpeg License:

FFmpeg is licensed under the GNU Lesser General Public License (LGPL). However, FFmpeg incorporates several optional modules that are covered by the GNU General Public License (GPL), notably liba52, libpostproc and libswscale. If those parts get used the GPL applies to all of FFmpeg.

Read the license texts to learn how this affects programs built on top of FFmpeg or reusing FFmpeg.

You may also wish to have a look at the GPL FAQ.

#### Trademark:

FFmpeg is a trademark of Fabrice Bellard, originator of the FFmpeg project.

## **OPAL**

Depending on purchased options, D'Fusion products may use OPAL library which is covered by the Mozilla Public license ([http://www.voxgratia.org/docs/opal/opal\\_v2\\_1\\_0](http://www.voxgratia.org/docs/opal/opal_v2_1_0), <http://www.mozilla.org/MPL/MPL-1.0.html>).

### **From the OPAL distribution:**

MOZILLA PUBLIC LICENSE  
Version 1.1

-----

#### 1. Definitions.

1.0.1. "Commercial Use" means distribution or otherwise making

the

Covered Code available to a third party.

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

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

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

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

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

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

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

1.8. "License" means this document.

1.8.1. "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

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

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

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

1.10. "Original Code" means Source Code of computer software

code

which is described in the Source Code notice required by Exhibit A as

Original Code, and which, at the time of its release under this

License is not already Covered Code governed by this License.

1.10.1. "Patent Claims" means any patent claim(s), now owned or

hereafter acquired, including without limitation, method, process,

and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code" means the preferred form of the Covered Code for

making modifications to it, including all modules it contains, plus

any associated interface definition files, scripts used to control

compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another

well known, available Covered Code of the Contributor's choice. The

Source Code can be in a compressed or archival form, provided the

appropriate decompression or de-archiving software is widely available

for no charge.

1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this

License or a future version of this License issued under Section 6.1.

For legal entities, "You" includes any entity which controls, is

controlled by, or is under common control with You. For purposes of

this definition, "control" means (a) the power, direct or indirect,

to cause the direction or management of such entity, whether by

contract or otherwise, or (b) ownership of more than fifty percent

(50%) of the outstanding shares or beneficial ownership of such

entity.

## 2. Source Code License.

### 2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free,

non-exclusive license, subject to third party intellectual property

claims:

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original

Code (or portions thereof) with or without Modifications,  
and/or  
as part of a Larger Work; and

(b) under Patents Claims infringed by the making, using or  
selling of Original Code, to make, have made, use, practice,  
sell, and offer for sale, and/or otherwise dispose of the  
Original Code (or portions thereof).

(c) the licenses granted in this Section 2.1(a) and (b) are  
effective on the date Initial Developer first distributes  
Original Code under the terms of this License.

(d) Notwithstanding Section 2.1(b) above, no patent license is  
granted: 1) for code that You delete from the Original Code;  
2)  
separate from the Original Code; or 3) for infringements  
caused  
by: i) the modification of the Original Code or ii) the  
combination of the Original Code with other software or  
devices.

## 2.2. Contributor Grant.

Subject to third party intellectual property claims, each  
Contributor  
hereby grants You a world-wide, royalty-free, non-exclusive  
license

(a) under intellectual property rights (other than patent or  
trademark) Licensable by Contributor, to use, reproduce,  
modify,  
display, perform, sublicense and distribute the Modifications  
created by such Contributor (or portions thereof) either on an  
unmodified basis, with other Modifications, as Covered Code  
and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or  
selling of Modifications made by that Contributor either alone  
and/or in combination with its Contributor Version (or  
portions  
of such combination), to make, use, sell, offer for sale, have  
made, and/or otherwise dispose of: 1) Modifications made by  
that  
Contributor (or portions thereof); and 2) the combination of  
Modifications made by that Contributor with its Contributor  
Version (or portions of such combination).

(c) the licenses granted in Sections 2.2(a) and 2.2(b) are  
effective on the date Contributor first makes Commercial Use  
of  
the Covered Code.

(d) Notwithstanding Section 2.2(b) above, no patent license is  
granted: 1) for any code that Contributor has deleted from the  
Contributor Version; 2) separate from the Contributor Version;  
3) for infringements caused by: i) third party modifications  
of  
Contributor Version or ii) the combination of Modifications  
made  
by that Contributor with other software (except as part of the  
Contributor Version) or other devices; or 4) under Patent

## Claims

infringed by Covered Code in the absence of Modifications made by that Contributor.

### 3. Distribution Obligations.

#### 3.1. Application of License.

The Modifications which You create or to which You contribute are

governed by the terms of this License, including without limitation

Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version

of this License released under Section 6.1, and You must include a

copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code

version that alters or restricts the applicable version of this

License or the recipients' rights hereunder. However, You may include

an additional document offering the additional rights described in

Section 3.5.

#### 3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be

made available in Source Code form under the terms of this License

either on the same media as an Executable version or via an accepted

Electronic Distribution Mechanism to anyone to whom you made an

Executable version available; and if made available via Electronic

Distribution Mechanism, must remain available for at least twelve (12)

months after the date it initially became available, or at least six

(6) months after a subsequent version of that particular Modification

has been made available to such recipients. You are responsible for

ensuring that the Source Code version remains available even if the

Electronic Distribution Mechanism is maintained by a third party.

#### 3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a

file documenting the changes You made to create that Covered Code and

the date of any change. You must include a prominent statement that

the Modification is derived, directly or indirectly, from Original

Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

#### 3.4. Intellectual Property Matters

##### (a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

##### (b) Contributor APIs.

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

##### (c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

#### 3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any

documentation

for the Source Code where You describe recipients' rights or ownership

rights relating to Covered Code. You may choose to offer, and to

charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code.

However, You

may do so only on Your own behalf, and not on behalf of the Initial

Developer or any Contributor. You must make it absolutely clear than

any such warranty, support, indemnity or liability obligation is

offered by You alone, and You hereby agree to indemnify the Initial

Developer and every Contributor for any liability incurred by the

Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

### 3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code,

and if You include a notice stating that the Source Code version of

the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the

obligations of Section 3.2. The notice must be conspicuously included

in any notice in an Executable version, related documentation or

collateral in which You describe recipients' rights relating to the

Covered Code. You may distribute the Executable version of Covered

Code or ownership rights under a license of Your choice, which may

contain terms different from this License, provided that You are in

compliance with the terms of this License and that the license for the

Executable version does not attempt to limit or alter the recipient's

rights in the Source Code version from the rights set forth in this

License. If You distribute the Executable version under a different

license You must make it absolutely clear that any terms which differ

from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the

Initial Developer and every Contributor for any liability incurred by

the Initial Developer or such Contributor as a result of any such

terms You offer.

### 3.7. Larger Works.

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

### 4. Inability to Comply Due to Statute or Regulation.

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

### 5. Application of this License.

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

### 6. Versions of the License.

#### 6.1. New Versions.

Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

#### 6.2. Effect of New Versions.

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

#### 6.3. Derivative Works.

If You create or use a modified version of this License (which

you may  
only do in order to apply it to code which is not already  
Covered Code  
governed by this License), You must (a) rename Your license so  
that  
the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape",  
"MPL", "NPL" or any confusingly similar phrase do not appear  
in your  
license (except to note that your license differs from this  
License)  
and (b) otherwise make it clear that Your version of the  
license  
contains terms which differ from the Mozilla Public License  
and  
Netscape Public License. (Filling in the name of the Initial  
Developer, Original Code or Contributor in the notice  
described in  
Exhibit A shall not of themselves be deemed to be  
modifications of  
this License.)

#### 7. DISCLAIMER OF WARRANTY.

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

#### 8. TERMINATION.

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

8.2. If You initiate litigation by asserting a patent

infringement

claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom

You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above,  
all end user license agreements (excluding distributors and resellers)  
which have been validly granted by You or any distributor hereunder  
prior to termination shall survive termination.

#### 9. LIMITATION OF LIABILITY.

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

#### 10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

#### 11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by

California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions.

With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United

States of America, any litigation relating to this License shall be

subject to the jurisdiction of the Federal Courts of the Northern

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

California, with the losing party responsible for costs, including

without limitation, court costs and reasonable attorneys' fees and

expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Any law or regulation which provides that the language of a contract

shall be construed against the drafter shall not apply to this License.

## 12. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is

responsible for claims and damages arising, directly or indirectly,

out of its utilization of rights under this License and You agree to

work with Initial Developer and Contributors to distribute such

responsibility on an equitable basis. Nothing herein is intended or

shall be deemed to constitute any admission of liability.

## 13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as

"Multiple-Licensed". "Multiple-Licensed" means that the Initial

Developer permits you to utilize portions of the Covered Code under

Your choice of the NPL or the alternative licenses, if any, specified

by the Initial Developer in the file described in Exhibit A.

EXHIBIT A -Mozilla Public License.

`The contents of this file are subject to the Mozilla Public License

Version 1.1 (the "License"); you may not use this file except in

compliance with the License. You may obtain a copy of the License at

<http://www.mozilla.org/MPL/>

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

The Original Code is \_\_\_\_\_.

The Initial Developer of the Original Code is \_\_\_\_\_.

Portions created by \_\_\_\_\_ are Copyright (C) \_\_\_\_\_.

\_\_\_\_\_. All Rights Reserved.

Contributor(s): \_\_\_\_\_.

Alternatively, the contents of this file may be used under the terms

of the \_\_\_\_\_ license (the "[\_\_\_\_\_] License"), in which case the provisions of [\_\_\_\_\_] License are applicable instead of those above. If you wish to allow use of your version of this file only

under the terms of the [\_\_\_\_\_] License and not to allow others to use

your version of this file under the MPL, indicate your decision by

deleting the provisions above and replace them with the notice and

other provisions required by the [\_\_\_\_\_] License. If you do not delete

the provisions above, a recipient may use your version of this file

under either the MPL or the [\_\_\_\_\_] License."

[NOTE: The text of this Exhibit A may differ slightly from the text of

the notices in the Source Code files of the Original Code. You should

use the text of this Exhibit A rather than the text found in the

Original Code Source Code for Your Modifications.]

## **PWLib**

Depending on purchased options, D'Fusion products may use PWLib library which is covered by the Mozilla Public license

(<http://www.openh323.org/docs/PWLib>, <http://www.mozilla.org/MPL/MPL-1.0.html>).

## **NewMath**

Depending on purchased options, D'Fusion products may be based in part on NewMath library (<http://webnz.com/robert>).

### **From the NewMath distribution:**

Conditions of use:

Copyright (C) 1991,2,3,4,5,6,7: R B Davies September, 1997.  
Permission is granted to use and distribute but not to sell  
except for costs of distribution.

Distribution as part of low cost CD-ROM collections is  
welcomed.

You can use it in your commercial projects. However if you  
distribute the source,  
please make it clear which parts are mine and that they are  
available essentially  
for free over the internet.

## **TinyXML**

Depending on purchased options, D'Fusion products may use TinyXML library  
which is covered by the Mozilla Public license  
(<http://www.grinninglizard.com/tinyxml>,  
[http://www.gzip.org/zlib/zlib\\_license.html](http://www.gzip.org/zlib/zlib_license.html)).

### **From the TinyXML distribution:**

```
/*  
www.sourceforge.net/projects/tinyxml  
Original code (2.0 and earlier )copyright (c) 2000-2006 Lee  
Thomason (www.grinninglizard.com)
```

```
This software is provided 'as-is', without any express or  
implied  
warranty. In no event will the authors be held liable for any  
damages arising from the use of this software.
```

```
Permission is granted to anyone to use this software for any  
purpose, including commercial applications, and to alter it and  
redistribute it freely, subject to the following restrictions:
```

```
1. The origin of this software must not be misrepresented; you  
must  
not claim that you wrote the original software. If you use this  
software in a product, an acknowledgment in the product  
documentation  
would be appreciated but is not required.
```

```
2. Altered source versions must be plainly marked as such, and  
must not be misrepresented as being the original software.
```

```
3. This notice may not be removed or altered from any source  
distribution.
```

```
*/
```

## **3D Tracking**

Depending on purchased options, D'Fusion products may be based on 3D Tracking technology initially developed at the Computer Vision Lab (CVLab) of the Swiss Federal Institute of Technology, Lausanne, Switzerland (EPFL).

The use of this technology is covered by a specific license agreement between TOTAL IMMERSION and EPFL.

### **From the 3D Tracking software distribution:**

3D Tracking Software Technology initially developed at the Computer Vision Lab (CVLab) of the Swiss Federal Institute of Technology, Lausanne, Switzerland (EPFL). The Swiss Federal Institute of Technology, Lausanne, makes no warranties of any kind on this software and shall in no event be liable for damages of any kind in connection with the use and exploitation of this software.

## **3D Planar Tracking**

Depending on purchased options, D'Fusion products may be based on 3D Planar Tracking technology (BazAR <http://cvlab.epfl.ch/software/bazar>) initially developed at the Computer Vision Lab (CVLab) of the the Swiss Federal Institute of Technology, Lausanne, Switzerland (EPFL).

The use of this technology is covered by a specific license agreement between TOTAL IMMERSION and EPFL.

### **From the 3D Planar Tracking (BazAR) software distribution:**

The 3D Planar Keypoint Tracker technology is based on scientific research made at the ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE (EPFL), Lausanne, Switzerland. EPFL makes no warranties of any kind on this software and shall in no event be liable for damages of any kind in connection with the use and exploitation of this technology.

## **FAST Corner Detection**

Depending on purchased options, D'Fusion products may be based on FAST Corner Detection (<http://mi.eng.cam.ac.uk/~er258/work/fast.html>).

### **From the FAST Corner Detection software distribution:**

Copyright (c) 2006, 2008 Edward Rosten  
All rights reserved.

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

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

\*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.

\*Neither the name of the University of Cambridge nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "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 COPYRIGHT OWNER 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.

## **Intel Integrated Performance Primitives**

Depending on purchased options, D'Fusion products may be based on Intel Integrated Performance Primitives (<http://www.intel.com/cd/software/products/asmo-na/eng/compilers/346084.htm>).

**Intel Software Development Products – License Agreement:**

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING. Do not copy, install, or use the Materials provided under this license agreement ("Agreement"), until you have carefully read the following terms and conditions.

By copying, installing, or otherwise using the Materials, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not copy, install, or use the Materials.

End User License Agreement for the Intel(R) Software Development Products

1. LICENSE DEFINITIONS:

A. "Materials" are defined as the software, documentation, license key codes and other materials, including any updates and upgrade thereto, for the applicable Intel Software Development

Product (which may be found at <http://www.intel.com/software/products/>), that are provided to you under this Agreement. Materials also include the Redistributables as defined below.

Materials may also contain several third party components, including open source components, which are provided and licensed to you under the terms and conditions of the respective third party licenses (Third Party Software).

B. "Redistributables" are the files listed in the following text files that may be included in the Materials for the applicable Intel Software Development Product: clredist.txt, credist.txt, fredist.txt, redist.txt:

C. "Cluster OpenMP Library", is comprised of the files listed in the clredist.txt file specified

above, is the Intel(R) Cluster OpenMP Library add-on option to the Intel(R) C++ Compiler for

Linux\* and Intel(R) Fortran Compiler for Linux\* products ("Intel Compiler for Linux"). The use

of the Cluster OpenMP Library is conditioned on having a valid license from Intel for the

Cluster OpenMP Library and for either Intel Compiler for Linux, and further is governed by the

terms and conditions of the license agreement for the applicable Intel Compiler for Linux.

D. "Source Code" is defined as the Materials provided in human readable format, whether unmodified or modified by you.

E. "Sample Source" is the Source Code file(s) that: (i) demonstrate certain limited functions

included in the binary libraries of the Intel(R) Integrated Performance Primitives ("Intel(R)

IPPs"); (ii) are identified as Intel IPP sample source code; and (iii) are obtained separately

from Intel after you register your copy of the Intel Integrated Performance Primitives product with Intel.

2. LICENSE GRANT:

A. Subject to all of the terms and conditions of this Agreement, Intel Corporation ("Intel")

grants to you a non-exclusive, non-assignable, copyright license to use the Materials.

B. Subject to all of the terms and conditions of this Agreement, Intel grants to you a non-exclusive, non-assignable copyright license to modify the Materials, or any portions thereof, that are (i) provided in Source Code form or, (ii) are defined as Redistributables and are provided in text form.

C. Subject to all of the terms and conditions of this Agreement, Intel grants to you a non-exclusive, non-assignable copyright license to distribute (except under an Evaluation License as specified below) the Redistributables, or any portions thereof, as part of the product or application you developed using the Materials. If such application is a software development library, then attribution, as specified in the product release notes of the corresponding Materials, shall be displayed prominently in that application's product documentation and on the application's product web site.

### 3. LICENSE RESTRICTIONS:

A. If you receive your first copy of the Materials electronically, and a second copy on media, then you may use the second copy only in accordance with your applicable license stated in this Agreement, or for backup or archival purposes. You may not provide the second copy to another user.

B. You may NOT: (i) use or copy the Materials except as provided in this Agreement; (ii) rent or lease the Materials to any third party; (iii) assign this Agreement or transfer the Materials without the express written consent of Intel; (iv) modify, adapt, or translate the Materials in whole or in part except as provided in this Agreement; (v) reverse engineer, decompile, or disassemble the Materials; (vi) attempt to modify or tamper with the normal function of a license manager that regulates usage of the Materials; (vii) distribute, sublicense or transfer the Source Code form of any components of the Materials, Redistributables and Sample Source and derivatives thereof to any third party except as provided in this Agreement; or (viii) distribute Redistributables except as part of a larger program that adds significant primary functionality different from that of the Redistributables.

C. The scope and duration (time period) of your license depends on the type of license you obtained from Intel. The variety of license types are set forth below, which may not be available for all "Intel(R) Software Development Products" and therefore may not apply to the Materials. For more information on the types of licenses, please contact Intel or your sales representative.

i. EVALUATION LICENSE: If you are using the Materials under the control of an Evaluation license, you as an individual may use the Materials only for internal evaluation purposes and only for the term of the evaluation time period, which is controlled by

the license key code for the  
Materials. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE  
IN THIS AGREEMENT, YOU MAY NOT  
DISTRIBUTE ANY PORTION OF THE MATERIALS, AND THE APPLICATION  
AND/OR PRODUCT DEVELOPED BY YOU  
MAY ONLY BE USED FOR EVALUATION PURPOSES AND ONLY FOR THE TERM  
OF THE EVALUATION PERIOD. You  
may install copies of the Materials on an unlimited number of  
computers provided that you are  
the only individual using the Materials and only one copy of  
the Materials is in use at any one  
time. A separate license is required for each additional use  
and/or individual user in all other  
cases. Intel will provide you with a license code key that  
enables the Materials for an Evaluation  
license. If you are an entity, Intel grants you the right to  
designate one individual within  
your organization to have the sole right to use the Materials  
in the manner provided above.

ii. NONCOMMERCIAL-USE LICENSE: If you are using the Materials  
under the control of a Noncommercial-Use  
license, you as an individual may use the Materials only for  
non-business use where you receive no  
fee, salary or any other form of compensation. The Materials  
may not be used for any other purpose,  
whether "for profit" or "not for profit." Any work performed  
or produced as a result of use of the  
Materials cannot be performed or produced for the benefit of  
other parties for a fee, compensation  
or any other reimbursement or remuneration. You may install  
copies of the Materials on an unlimited  
number of computers provided that you are the only individual  
using the Materials and only one copy  
of the Materials is in use at any one time. A separate license  
is required for each additional use  
and/or individual user in all other cases. Intel will provide  
you with a license code key that  
enables the Materials for a Noncommercial-Use license. If you  
obtained a time-limited Noncommercial-  
Use license, the duration (time period) of your license and  
your ability to use the Materials is  
limited to the time period of the obtained license, which is  
controlled by the license key code for  
the Materials. If you are an entity, Intel grants you the  
right to designate one individual within  
your organization to have the sole right to use the Materials  
in the manner provided above.

iii. SINGLE-USER LICENSE: If you are using the Materials under  
the control of a Single-User license,  
you as an individual may install and use the Materials on an  
unlimited number of computers provided  
that you are the only individual using the Materials and only  
one copy of the Materials is in use  
at any one time. A separate license is required for each  
additional use and/or individual user in  
all other cases. Intel will provide you with a license code  
key that enables the Materials for a  
Single-User license. If you obtained a time-limited Single-  
User license, the duration (time period)  
of your license and your ability to use the Materials is  
limited to the time period of the obtained

license, which is controlled by the license key code for the Materials. If you are an entity, Intel grants you the right to designate one individual within your organization to have the sole right to use the Materials in the manner provided above.

iv. NODE-LOCKED LICENSE: If you are using the Materials under the control of a Node-Locked license, you may use the Materials only on a single designated computer by no more than the authorized number of concurrent users. A separate license is required for each additional concurrent user and/or computer in all other cases. Intel will provide you with a license code key that enables the Materials for a Node-Locked license up to the authorized number of concurrent users. If you obtained a time-limited Node-Locked license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials.

v. FLOATING LICENSE: If you are using the Materials under the control of a Floating license, you may (a) install the Materials on an unlimited number of computers that are connected to the designated network and (b) use the Material by no more than the authorized number of concurrent users. A separate license is required for each additional concurrent user and/or network on which the Materials are used. Intel will provide you with a license code key that enables the Materials for a Floating license up to the authorized number of concurrent users. If you obtained a time-limited Floating license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials. Intel Library

Floating License: If the Materials are the Intel(R) Math Kernel Library or the Intel(R) Integrated Performance Primitives Library or the Intel(R) Threading Building Blocks (either "Intel Library"), then the Intel Library is provided to you as an add-on option to either the Intel(R) C++ Compiler product or the Intel(R) Fortran Compiler product (either "Intel Compiler") for which you have a Floating license, and as such, in addition to the terms and conditions above, the Intel Library may only be used by the authorized concurrent users of that Intel Compiler Floating license.

vi. CLUSTER SYSTEM LICENSE: If you are using the Materials under the control of a Cluster System license, (a) you may install the Materials on an unlimited number of computers provided that all such computers are part of a single cluster system and (b) if you are an entity you must designate from within your organization individuals, up to and not exceeding the authorized number of users, to have the sole right to use the Materials, and you must limit the use of the Materials to only those designated individuals. A separate license is required for (c) each additional cluster system on which the Materials are used, and (d) each additional designated

individual user exceeding the authorized number of users. Intel will provide you with a license code key that enables the Materials for a Cluster System license up to the authorized number of individual uses/users. If you obtained a time-limited Cluster System license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is specified in the Materials and/or controlled by the license key code for the Materials.

D. DISTRIBUTION: Distribution of the Materials is also subject to the following limitations: You (i) shall be solely responsible to your customers for any update or support obligation or other liability which may arise from the distribution, (ii) shall not make any statement that your product is "certified", or that its performance is guaranteed, by Intel, (iii) shall not use Intel's name or trademarks to market your product without written permission, (iv) shall prohibit disassembly and reverse engineering, (v) shall not publish reviews of Materials designated as beta without written permission by Intel, and (vi) shall indemnify, hold harmless, and defend Intel and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from your distribution of any product.

E. Intel(R) Integrated Performance Primitives (Intel IPP). The following terms and conditions apply only to the Intel IPP.

i. Licensee's use or implementation of the Intel IPP Materials may require additional licenses, including but not limited to copyright and patent licenses from various entities. Should any such additional copyright, patent or other licenses be required, Licensee agrees to obtain any such licenses at Licensee's own expense. Licensee is solely responsible for obtaining any such licenses and the copyright licenses granted in herein are conditioned on Licensee obtaining such additional licenses.

ii. Notwithstanding anything herein to the contrary, a valid license to Intel IPP is a prerequisite to any license for Sample Source, and possession of Sample Source does not grant any license to Intel IPP (or any portion thereof). To access Sample Source, you must first register your licensed copy of the Intel IPP with Intel. By downloading, installing or copying any Sample Source file, you agree to be bound by terms of this Agreement.

F. SOFTWARE TRANSFER: You may permanently transfer all of your rights under this Agreement only with Intel's prior written permission.

4. COPYRIGHT: Title to the Materials and all copies thereof remain with Intel or its suppliers. The Materials are copyrighted and are protected by United States copyright laws and international treaty provisions. You will not remove any copyright notice from the Materials. You agree to prevent any unauthorized copying of the Materials. Except as expressly provided herein, no license or right is granted to you directly or by

implication, inducement, estoppel or otherwise, specifically Intel does not grant any express or implied right to you under Intel patents, copyrights, trademarks, or trade secret information.

5. NO WARRANTY AND LIMITED REPLACEMENT: THE MATERIALS AND INFORMATION ARE PROVIDED "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. If the media on which the Materials are furnished are found to be defective in material or workmanship under normal use for a period of ninety (90) days from the date of receipt, Intel's entire liability and your exclusive remedy shall be the replacement of the media. This offer is void if the media defect results from accident, abuse, or misapplication.

6. LIMITATION OF LIABILITY: THE ABOVE REPLACEMENT PROVISION IS THE ONLY WARRANTY OF ANY KIND. INTEL OFFERS NO OTHER WARRANTY EITHER EXPRESS OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER INTEL NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Intel expressly disclaims liability of any kind with respect to any use by you of the Third Party Software.

7. UNAUTHORIZED USE: THE MATERIALS ARE NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE MATERIALS COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS). Should the buyer purchase or use the Materials for any such unintended or unauthorized use, the buyer shall indemnify and hold Intel and its officers, subsidiaries and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of product liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that Intel was negligent regarding the design or manufacture of the part.

8. USER SUBMISSIONS: You agree that any material, information or other communication you transmit or post to an Intel website or provide to Intel under this Agreement will be considered non-confidential and non-proprietary ("Communications"). Intel will have no obligations with respect to the Communications. You agree that Intel and its designees will be free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use the Communications and all data,

images, sounds, text, and other things embodied therein, including derivative works thereto, for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from an Intel website or provide to Intel any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

9. TERMINATION OF THIS LICENSE: This Agreement becomes effective on the date you accept this Agreement and will continue until terminated as provided for in this Agreement. If you are using the Materials under the control of a time-limited license, for example an Evaluation License, this Agreement terminates without notice on the last day of the time period, which is controlled by the license key code for the Materials.

Intel may terminate this license at any time if you are in breach of any of its terms and conditions. Upon termination, you will immediately return to Intel or destroy the Materials and all copies thereof.

10. U.S. GOVERNMENT RESTRICTED RIGHTS: The Materials are provided with "RESTRICTED RIGHTS". Use, duplication or disclosure by the Government is subject to restrictions set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or its successor. Use of the Materials by the Government constitutes acknowledgment of Intel's rights in them.

11. APPLICABLE LAWS: Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws. You agree that the terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. You agree that your distribution and export/re-export of the Software and permitted modifications shall be in compliance with the laws, regulations, orders or other restrictions of applicable export laws.

\* Other names and brands may be claimed as the property of others

## **OpenCV**

Depending on purchased options, D'Fusion products may use Intel OpenCV V1 library.

### **From the OpenCV V1 distribution:**

IMPORTANT: READ BEFORE DOWNLOADING, COPYING, INSTALLING OR USING.

By downloading, copying, installing or using the software you agree to this license.

If you do not agree to this license, do not download, install, copy or use the software.

Intel License Agreement For Open Source Computer Vision Library

Copyright © 2000, Intel Corporation, all rights reserved.  
Third party copyrights are property of their respective owners.  
Redistribution and use in source and binary forms, with or  
without modification,  
are permitted provided that the following conditions are met:  
- Redistribution's of source code must retain the above  
copyright notice,  
this list of conditions and the following disclaimer.  
- Redistribution's 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.

The name of Intel Corporation may not be used to endorse or  
promote products derived from  
this software without specific prior written permission.  
This software is provided by the copyright holders and  
contributors "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 Intel 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.

## **libJasper**

Depending on purchased options, D'Fusion products may be based on JasPer  
JPEG library (<http://www.ece.uvic.ca/~mdadams/jasper.htm>).

### **From the libJasper distribution:**

```
/*
 * Copyright (c) 2001-2003 Michael David Adams.
 * All rights reserved.
 */
/* __START_OF_JASPER_LICENSE__
 *
 * JasPer Software License
 *
 * IMAGE POWER JPEG-2000 PUBLIC LICENSE
 * *****
 *
 * GRANT:
 *
 * Permission is hereby granted, free of charge, to any person
 (the "User")
 * obtaining a copy of this software and associated
 documentation, to deal
```

\* in the Jasper Software without restriction, including  
without limitation  
\* the right to use, copy, modify, merge, publish, distribute,  
sublicense,  
\* and/or sell copies of the Jasper Software (in source and  
binary forms),  
\* and to permit persons to whom the Jasper Software is  
furnished to do so,  
\* provided further that the License Conditions below are met.  
\*  
\* License Conditions  
\* \*\*\*\*\*  
\*  
\* A. Redistributions of source code must retain the above  
copyright notice,  
\* and this list of conditions, and the following disclaimer.  
\*  
\* B. Redistributions in binary form must reproduce the above  
copyright  
\* notice, and this list of conditions, and the following  
disclaimer in  
\* the documentation and/or other materials provided with the  
distribution.  
\*  
\* C. Neither the name of Image Power, Inc. nor any other  
contributor  
\* (including, but not limited to, the University of British  
Columbia and  
\* Michael David Adams) may be used to endorse or promote  
products derived  
\* from this software without specific prior written  
permission.  
\*  
\* D. User agrees that it shall not commence any action against  
Image Power,  
\* Inc., the University of British Columbia, Michael David  
Adams, or any  
\* other contributors (collectively "Licensors") for  
infringement of any  
\* intellectual property rights ("IPR") held by the User in  
respect of any  
\* technology that User owns or has a right to license or  
sublicense and  
\* which is an element required in order to claim compliance  
with ISO/IEC  
\* 15444-1 (i.e., JPEG-2000 Part 1). "IPR" means all  
intellectual property  
\* rights worldwide arising under statutory or common law, and  
whether  
\* or not perfected, including, without limitation, all (i)  
patents and  
\* patent applications owned or licensable by User; (ii) rights  
associated  
\* with works of authorship including copyrights, copyright  
applications,  
\* copyright registrations, mask work rights, mask work  
applications,  
\* mask work registrations; (iii) rights relating to the  
protection of  
\* trade secrets and confidential information; (iv) any right  
analogous

- \* to those set forth in subsections (i), (ii), or (iii) and any other
- \* proprietary rights relating to intangible property (other than trademark,
- \* trade dress, or service mark rights); and (v) divisions, continuations,
- \* renewals, reissues and extensions of the foregoing (as and to the extent
- \* applicable) now existing, hereafter filed, issued or acquired.

- \*
  - \* E. If User commences an infringement action against any Licensor(s) then
  - \* such Licensor(s) shall have the right to terminate User's license and
  - \* all sublicenses that have been granted hereunder by User to other parties.

- \*
  - \* F. This software is for use only in hardware or software products that
  - \* are compliant with ISO/IEC 15444-1 (i.e., JPEG-2000 Part 1). No license
  - \* or right to this Software is granted for products that do not comply
  - \* with ISO/IEC 15444-1. The JPEG-2000 Part 1 standard can be purchased
  - \* from the ISO.

- \*
  - \* THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE.

- \* NO USE OF THE JASPER SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER

- \* THIS DISCLAIMER. THE JASPER SOFTWARE IS PROVIDED BY THE LICENSORS AND

- \* CONTRIBUTORS UNDER THIS LICENSE ON AN ``AS-IS'' BASIS, WITHOUT WARRANTY

- \* OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

- \* WARRANTIES THAT THE JASPER SOFTWARE IS FREE OF DEFECTS, IS MERCHANTABILITY,

- \* IS FIT FOR A PARTICULAR PURPOSE OR IS NON-INFRINGEMENT. THOSE INTENDING

- \* TO USE THE JASPER SOFTWARE OR MODIFICATIONS THEREOF FOR USE IN HARDWARE

- \* OR SOFTWARE PRODUCTS ARE ADVISED THAT THEIR USE MAY INFRINGE EXISTING

- \* PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

- \* THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE JASPER SOFTWARE

- \* IS WITH THE USER. SHOULD ANY PART OF THE JASPER SOFTWARE PROVE DEFECTIVE

- \* IN ANY RESPECT, THE USER (AND NOT THE INITIAL DEVELOPERS, THE UNIVERSITY

- \* OF BRITISH COLUMBIA, IMAGE POWER, INC., MICHAEL DAVID ADAMS, OR ANY

- \* OTHER CONTRIBUTOR) SHALL ASSUME THE COST OF ANY NECESSARY SERVICING,

- \* REPAIR OR CORRECTION. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY,

- \* WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE,

SHALL THE

\* INITIAL DEVELOPER, THE UNIVERSITY OF BRITISH COLUMBIA, IMAGE POWER, INC.,

\* MICHAEL DAVID ADAMS, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF THE

\* JASPER SOFTWARE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO

\* THE USER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR

\* CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION,

\* DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR

\* MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF

\* SUCH PARTY HAD BEEN INFORMED, OR OUGHT TO HAVE KNOWN, OF THE POSSIBILITY

\* OF SUCH DAMAGES. THE JASPER SOFTWARE AND UNDERLYING TECHNOLOGY ARE NOT

\* FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR

\* RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING

\* FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES,

\* AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT

\* LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE

\* JASPER SOFTWARE OR UNDERLYING TECHNOLOGY OR PRODUCT COULD LEAD DIRECTLY

\* TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE

\* ("HIGH RISK ACTIVITIES"). LICENSOR SPECIFICALLY DISCLAIMS ANY EXPRESS

\* OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. USER WILL NOT

\* KNOWINGLY USE, DISTRIBUTE OR RESELL THE JASPER SOFTWARE OR UNDERLYING

\* TECHNOLOGY OR PRODUCTS FOR HIGH RISK ACTIVITIES AND WILL ENSURE THAT ITS

\* CUSTOMERS AND END-USERS OF ITS PRODUCTS ARE PROVIDED WITH A COPY OF THE

\* NOTICE SPECIFIED IN THIS SECTION.

\*

\* \_\_END\_OF\_JASPER\_LICENSE\_\_

\*/

## **libPng**

Depending on purchased options, D'Fusion products may be based on libpng library (<http://www.libpng.org/pub/png/libpng.html>).

### **From the libPng distribution:**

This copy of the libpng notices is provided for your convenience. In case of any discrepancy between this copy and the notices in the file

png.h that is included in the libpng distribution, the latter shall prevail.

COPYRIGHT NOTICE, DISCLAIMER, and LICENSE:

If you modify libpng you may insert additional notices immediately following this sentence.

libpng versions 1.2.6, August 15, 2004, through 1.2.29, May 8, 2008, are Copyright (c) 2004, 2006-2008 Glenn Randers-Pehrson, and are distributed according to the same disclaimer and license as libpng-1.2.5 with the following individual added to the list of Contributing Authors

Cosmin Truta

libpng versions 1.0.7, July 1, 2000, through 1.2.5 - October 3, 2002, are Copyright (c) 2000-2002 Glenn Randers-Pehrson, and are distributed according to the same disclaimer and license as libpng-1.0.6 with the following individuals added to the list of Contributing Authors

Simon-Pierre Cadieux  
Eric S. Raymond  
Gilles Vollant

and with the following additions to the disclaimer:

There is no warranty against interference with your enjoyment of the library or against infringement. There is no warranty that our efforts or the library will fulfill any of your particular purposes or needs. This library is provided with all faults, and the entire risk of satisfactory quality, performance, accuracy, and effort is with the user.

libpng versions 0.97, January 1998, through 1.0.6, March 20, 2000, are Copyright (c) 1998, 1999 Glenn Randers-Pehrson, and are distributed according to the same disclaimer and license as libpng-0.96, with the following individuals added to the list of Contributing Authors:

Tom Lane  
Glenn Randers-Pehrson  
Willem van Schaik

libpng versions 0.89, June 1996, through 0.96, May 1997, are Copyright (c) 1996, 1997 Andreas Dilger Distributed according to the same disclaimer and license as libpng-0.88, with the following individuals added to the list of

Contributing Authors:

John Bowler  
Kevin Bracey  
Sam Bushell  
Magnus Holmgren  
Greg Roelofs  
Tom Tanner

libpng versions 0.5, May 1995, through 0.88, January 1996, are  
Copyright (c) 1995, 1996 Guy Eric Schalnat, Group 42, Inc.

For the purposes of this copyright and license, "Contributing  
Authors"  
is defined as the following set of individuals:

Andreas Dilger  
Dave Martindale  
Guy Eric Schalnat  
Paul Schmidt  
Tim Wegner

The PNG Reference Library is supplied "AS IS". The Contributing  
Authors  
and Group 42, Inc. disclaim all warranties, expressed or  
implied,  
including, without limitation, the warranties of  
merchantability and of  
fitness for any purpose. The Contributing Authors and Group 42,  
Inc.  
assume no liability for direct, indirect, incidental, special,  
exemplary,  
or consequential damages, which may result from the use of the  
PNG  
Reference Library, even if advised of the possibility of such  
damage.

Permission is hereby granted to use, copy, modify, and  
distribute this  
source code, or portions hereof, for any purpose, without fee,  
subject  
to the following restrictions:

1. The origin of this source code must not be misrepresented.
2. Altered versions must be plainly marked as such and must not  
be misrepresented as being the original source.
3. This Copyright notice may not be removed or altered from any  
source or altered source distribution.

The Contributing Authors and Group 42, Inc. specifically  
permit, without  
fee, and encourage the use of this source code as a component  
to  
supporting the PNG file format in commercial products. If you  
use this  
source code in a product, acknowledgment is not required but  
would be  
appreciated.

A "png\_get\_copyright" function is available, for convenient use in "about" boxes and the like:

```
printf("%s",png_get_copyright(NULL));
```

Also, the PNG logo (in PNG format, of course) is supplied in the files "pngbar.png" and "pngbar.jpg (88x31) and "pngnow.png" (98x31).

Libpng is OSI Certified Open Source Software. OSI Certified Open Source is a certification mark of the Open Source Initiative.

Glenn Randers-Pehrson  
glennrp at users.sourceforge.net  
May 8, 2008

## **libTiff**

Depending on purchased options, D'Fusion products may be based on libTiff library (<http://www.libtiff.org>).

### **From the libTiff distribution:**

#### Acknowledgments and Other Issues

Silicon Graphics has seen fit to allow us to give this work away.  
It is free. There is no support or guarantee of any sort as to its operations, correctness, or whatever. If you do anything useful with all or parts of it you need to honor the copyright notices.  
It would also be nice to be acknowledged.  
Acknowledgements  
The libtiff software was written by Sam Leffler while working for Silicon Graphics. The LZW algorithm is derived from the compress program (the proper attribution is included in the source code).  
The Group 3 fax stuff originated as code from Jef Poskanzer, but has since been rewritten several times. The latest version uses an algorithm from Frank Cringle -- consult libtiff/mkg3states.c and libtiff/tif\_fax3.h for further information. The JPEG support was written by Tom Lane and is dependent on the excellent work of Tom Lane and the Independent JPEG Group (IJG) who distribute their work under friendly licensing similar to this software. Many other people have by now helped with bug fixes and code; a few of the more persistent contributors have been:

Bjorn P. Brox  
Dan McCoy  
J.T. Conklin  
Richard Minner  
Frank D. Cringle  
Richard Mlynarik  
Soren Pingel Dalsgaard  
Niles Ritter  
Steve Johnson  
Karsten Spang  
Tom Lane  
Peter Smith  
Brent Roman  
Mike Welles  
Frank Warmerdam  
Greg Ward  
Stanislav Brabec  
Roman Shpount  
Peter Skarpetis  
Arvan Pritchard  
Bernt Herd  
Joseph Orost  
Phil Beffery  
Ivo Penzar  
Francois Dagand  
Albert Chin-A-Young  
Bruce A. Mallett  
Dwight Kelly  
Andrey Kiselev  
Ross Finlayson

(my apology to anyone that was inadvertently not listed.)

#### Warning

It appears that Unisys is actively pursuing copyright control on the LZW compression algorithm. In particular, users of the LZW compression within the TIFF framework. For this reason the TIFF 6.0 spec states that LZW compression is not recommended. It is unclear at this time what compression algorithm will be used in place of it. I have no idea what this means to you or to this library. I make no warranty or guarantees with regard to the LZW support in this library.

#### Use and Copyright

Copyright (c) 1988-1997 Sam Leffler

Copyright (c) 1991-1997 Silicon Graphics, Inc.

Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that (i) the above copyright notices and this permission notice appear in all copies of the software and related documentation, and (ii) the names of Sam Leffler and Silicon Graphics may not be used in any advertising or publicity relating to the software without the specific, prior written permission of Sam Leffler and Silicon Graphics.

THE SOFTWARE IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND,  
EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION,  
ANY  
WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR  
PURPOSE.

IN NO EVENT SHALL SAM LEFFLER OR SILICON GRAPHICS BE LIABLE FOR  
ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF  
ANY KIND,

OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS,  
WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF  
LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE  
OF THIS SOFTWARE.

-----  
Last updated: \$Date: 2006/03/29 14:36:04 \$

## **zlib**

Depending on purchased options, D'Fusion products may be based on zLib library (<http://www.zlib.net>).

### **From the zlib distribution:**

```
/* zlib.h -- interface of the 'zlib' general purpose
compression library
   version 1.1.4, March 11th, 2002
   Copyright (C) 1995-2002 Jean-loup Gailly and Mark Adler
   This software is provided 'as-is', without any express or
   implied
   warranty. In no event will the authors be held liable for any
   damages
   arising from the use of this software.
   Permission is granted to anyone to use this software for any
   purpose,
   including commercial applications, and to alter it and
   redistribute it
   freely, subject to the following restrictions:
   1. The origin of this software must not be misrepresented; you
   must not
   claim that you wrote the original software. If you use this
   software
   in a product, an acknowledgment in the product documentation
   would be
   appreciated but is not required.

   2. Altered source versions must be plainly marked as such, and
   must not be
   misrepresented as being the original software.

   3. This notice may not be removed or altered from any source
   distribution.
   Jean-loup Gailly Mark Adler
   jloup@gzip.org madler@alumni.caltech.edu
   The data format used by the zlib library is described by RFCs
   (Request for
   Comments) 1950 to 1952 in the files
   ftp://ds.internic.net/rfc/rfc1950.txt
   (zlib format), rfc1951.txt (deflate format) and rfc1952.txt
   (gzip format).
*/
```

## **LibJpeg**

Depending on purchased options, D'Fusion products may be based in part on LibJpeg library (<http://www.ijg.org>).

### **From the LibJpeg distribution:**

Independent JPEG Group's free JPEG software  
-----

This package contains C software to implement JPEG image compression and decompression. JPEG is a standardized compression method for full-color and gray-scale images. JPEG is intended for "real-world" scenes; cartoons and other non-realistic images are not its strong suit. JPEG is lossy, meaning that the output image is not identical to the input image. The user can trade off output image quality against compressed file size by adjusting a compression parameter.

The distributed programs provide conversion between JPEG "JFIF" format and image files in PBMPLUS PPM/PGM, GIF, BMP, and Targa file formats. The core compression and decompression library can easily be reused in other programs, such as image viewers. The package is highly portable C code; we have tested it on many machines ranging from PCs to Crays.

We are releasing this software for both noncommercial and commercial use. Companies are welcome to use it as the basis for JPEG-related products. We do not ask a royalty, although we do ask for an acknowledgement in product literature (see the README file in the distribution for details). We hope to make this software industrial-quality --- although, as with anything that's free, we offer no warranty and accept no liability.

For more information, contact [jpeg-info@uunet.uu.net](mailto:jpeg-info@uunet.uu.net).

## **CxImage**

Depending on purchased options, D'Fusion products may be based in part on CxImage library (<http://www.codeproject.com/bitmap/cximage.asp>).

### **From the CxImage distribution:**

```

/* === C R E D I T S & D I S C L A I M E R S =====
 * Permission is given by the author to freely redistribute and
include
 * this code in any program as long as this credit is given
where due.
 *
 * COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS"
BASIS, WITHOUT WARRANTY
 * OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT
LIMITATION, WARRANTIES
 * THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT
FOR A PARTICULAR PURPOSE
 * OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND
PERFORMANCE OF THE COVERED
 * CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN
ANY RESPECT, YOU (NOT
 * THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE
COST OF ANY NECESSARY
 * SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY
CONSTITUTES AN ESSENTIAL
 * PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS
AUTHORIZED HEREUNDER EXCEPT UNDER
 * THIS DISCLAIMER.
 *
 * Use at your own risk!
 * =====
 */

```

## **OpenSSL**

Depending on purchased options, D'Fusion products be based in part on OpenSSL (<http://www.openssl.org/source/license.html>).

### **From the OpenSSL distribution:**

```

LICENSE ISSUES
=====

```

```

The OpenSSL toolkit stays under a dual license, i.e. both the
conditions of
the OpenSSL License and the original SSLeay license apply to
the toolkit.
See below for the actual license texts. Actually both licenses
are BSD-style
Open Source licenses. In case of any license issues related to
OpenSSL
please contact openssl-core@openssl.org.

```

```

OpenSSL License
-----

```

```

/*
=====
====
 * Copyright (c) 1998-2008 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](mailto: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 (<http://www.openssl.org/>)"

- \*

- \* 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

\* (eay@cryptsoft.com). This product includes software written by Tim

\* Hudson (tjh@cryptsoft.com).

\*

\*/

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 aheared 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 (tjh@cryptsoft.com).

\*

\* 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 (eay@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 (tjh@cryptsoft.com)"
  - \*
    - \* 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.]

## **MD5**

Depending on purchased options, D'Fusion products may use MD5 code (<http://www.faqs.org/rfcs/rfc1321>).

### **From the MD5 distribution:**

```
/* "Derived from the RSA Data Security, Inc. MD5 Message-Digest Algorithm" */
```

```
/* http://www.faqs.org/rfcs/rfc1321 */
```

/\* Copyright (C) 1991-2, RSA Data Security, Inc. Created 1991.  
All  
rights reserved.

License to copy and use this software is granted provided that  
it  
is identified as the "RSA Data Security, Inc. MD5 Message-  
Digest  
Algorithm" in all material mentioning or referencing this  
software  
or this function.

License is also granted to make and use derivative works  
provided  
that such works are identified as "derived from the RSA Data  
Security, Inc. MD5 Message-Digest Algorithm" in all material  
mentioning or referencing the derived work.

RSA Data Security, Inc. makes no representations concerning  
either  
the merchantability of this software or the suitability of this  
software for any particular purpose. It is provided "as is"  
without express or implied warranty of any kind.

These notices must be retained in any copies of any part of  
this  
documentation and/or software.

\*/

## **OggVorbis**

Depending on purchased options, D'Fusion products may be based in part on  
OggVorbis code (<http://www.vorbis.com>).

### **From the OggVorbis distribution:**

Copyright (c) 2002, Xiph.org Foundation

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

- Redistributions of source code must retain the above  
copyright  
notice, this list of conditions and the following disclaimer.
- 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.
- Neither the name of the Xiph.org Foundation nor the names of  
its

contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS ``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 FOUNDATION 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.

## **Boost**

Depending on purchased options, D'Fusion products may be based in part on Boost software ([http://www.boost.org/LICENSE\\_1\\_0.txt](http://www.boost.org/LICENSE_1_0.txt)).

### **From the Boost distribution:**

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

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative

works are solely in the form of machine-executable object code generated by a source language processor.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

## **LZMA**

Depending on purchased options, D'Fusion products may be based in part on LZMA SDK (<http://www.7-zip.org/sdk.html>).

### **From the LZMA SDK distribution:**

LZMA SDK is available under any of the following licenses:

1. GNU Lesser General Public License (GNU LGPL)
2. Common Public License (CPL)
3. Simplified license for unmodified code (read SPECIAL EXCEPTION)

This means that you can select one of these options and follow rules of that license.

SPECIAL EXCEPTION: Igor Pavlov, as the author of this code, expressly permit you statically or dynamically to link your code (or bind by name) to the files from LZMA SDK without subjecting your linked code to the terms of the CPL or GNU LGPL. Any modification or addition to any file in the LZMA SDK, however, is subject to the GNU LGPL or CPL terms.

This SPECIAL EXCEPTION allows you to use LZMA SDK in applications with proprietary code, provided you keep the LZMA SDK code unmodified.

SPECIAL EXCEPTION #2: Igor Pavlov, as the author of this code, expressly permits you to use LZMA SDK 4.57 and LZMA SDK 4.60 beta under the same terms and conditions contained in the License Agreement you have for any previous version of LZMA SDK developed by Igor Pavlov.

SPECIAL EXCEPTION #2 allows holders of proprietary licenses to use latest version of LZMA SDK as update for previous versions.

GNU LGPL and CPL are pretty similar and both these licenses are classified as free software licenses at <http://www.gnu.org/> and OSI-approved at <http://www.opensource.org/>.

The source code of 7-Zip is released under the terms of the GNU LGPL.

You can download the source code of 7-Zip at 7-Zip's Source Forge Page

## **Android SDK**

Depending on purchased options, D'Fusion products may be based on Android SDK (<http://developer.android.com/sdk/terms.html>).

## **Android NDK**

Depending on purchased options, D'Fusion products may be based on Android NDK (<http://developer.android.com/sdk/terms.html>)

## **STL port from NDK Wrappers**

Depending on purchased options, D'Fusion products may be based on a modified version of STL Port (<http://sourceforge.net/projects/stlport>) that comes from NDK Wrappers (<git://umbel.mooco.com/ndk-wrappers.git>).

**From STL Port README file (\ndk-wrappers\stlport\README):**

LEGALESE

This software is being distributed under the following terms:

- \*
- \*
- \* Copyright (c) 1994
- \* Hewlett-Packard Company
- \*
- \* Copyright (c) 1996-1999
- \* Silicon Graphics Computer Systems, Inc.
- \*
- \* Copyright (c) 1997

- \* Moscow Center for SPARC Technology
- \*
- \* Copyright (c) 1999-2003
- \* Boris Fomitchev
- \*
- \* This material is provided "as is", with absolutely no warranty expressed
- \* or implied. Any use is at your own risk.
- \*
- \* Permission to use or copy this software for any purpose is hereby granted
- \* without fee, provided the above notices are retained on all copies.
- \* Permission to modify the code and to distribute modified code is granted,
- \* provided the above notices are retained, and a notice that the code was
- \* modified is included with the above copyright notice.
- \*

## **Qt**

Depending on purchased options, D'Fusion products may use Qt library which is covered by the LGPL license (<http://qt.nokia.com/>).

### **From the Qt distribution:**

Qt GNU LGPL v. 2.1 Version

This version is available for development of proprietary and commercial applications in accordance with the terms and conditions of the GNU Lesser General Public License version 2.1.

Support services are available separately for purchase.

Benefit to Qt

The benefit to Qt is that any changes made to Qt must be made available under the terms of this license.

## **QtSingleApplication**

Depending on purchased options, D'Fusion products may use QtSingleApplication library which is covered by the LGPL license (<http://qt.nokia.com/products/appdev/add-on-products/catalog/4/Utilities/qtsingleapplication/>).

### **From the Qt distribution:**

Qt GNU LGPL v. 2.1 Version

This version is available for development of proprietary and commercial applications in accordance with the terms and

conditions of the GNU Lesser General Public License version 2.1.

Support services are available separately for purchase.

Benefit to Qt

The benefit to Qt is that any changes made to Qt must be made available under the terms of this license.

## **libZip**

Depending on purchased options, D'Fusion products may be based on the libZip library (<http://nih.at/libzip/>)

### **From libZip file 'mkstemp.c':**

Copyright (c) 1987, 1993

The Regents of the University of California. 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. Neither the name of the University nor the names of its contributors

may be used to endorse or promote products derived from this software

without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE REGENTS AND CONTRIBUTORS  
``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 REGENTS 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.

**From other libZip files:**

Copyright (C) 1999-2007 Dieter Baron and Thomas Klausner  
Copyright (C) 1999-2008 Dieter Baron and Thomas Klausner  
Copyright (C) 2008 Dieter Baron and Thomas Klausner  
Copyright (C) 1999-2009 Dieter Baron and Thomas Klausner  
Copyright (C) 2006-2007 Dieter Baron and Thomas Klausner  
Copyright (C) 1999, 2004 Dieter Baron and Thomas Klausner

This file is part of libzip, a library to manipulate ZIP  
archives.

The authors can be contacted at <[libzip@nih.at](mailto:libzip@nih.at)>

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. The names of the authors may not be used to endorse or  
promote

products derived from this software without specific prior  
written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHORS ``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 AUTHORS 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.

## **zziplib**

Depending on purchased options, D'Fusion products may be based on the zziplib library (<http://zziplib.sourceforge.net/>).

### **From zziplib distribution (README file):**

#### AUTHOR

The project was originally written by Tomi Ollila, later largely rewritten by Guido Draheim, and extended with contributions in the years to follow. Guido Draheim <guidod@gmx.de> holds the full copyright to the zziplib sources.

#### COPYING

The zziplib may be used freely under the restrictions of the GNU Lesser General Public License version 2 or later.

### **From zziplib distribution (COPYING.LIB file):**

GNU LIBRARY GENERAL PUBLIC LICENSE  
Version 2, June 1991

GNU LIBRARY GENERAL PUBLIC LICENSE  
TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND  
MODIFICATION

0. This License Agreement applies to any software library which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Library General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote

it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library

subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries,

so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the Library General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

#### NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

**FreeType**

Depending on purchased options, D'Fusion products may be based on FreeType library (<http://freetype.sourceforge.net/FTL.TXT>).

## From FreeType distribution:

The FreeType Project LICENSE

-----

2006-Jan-27

Copyright 1996-2002, 2006 by  
David Turner, Robert Wilhelm, and Werner Lemberg

### Introduction

=====

The FreeType Project is distributed in several archive packages; some of them may contain, in addition to the FreeType font engine, various tools and contributions which rely on, or relate to, the FreeType Project.

This license applies to all files found in such packages, and which do not fall under their own explicit license. The license affects thus the FreeType font engine, the test programs, documentation and makefiles, at the very least.

This license was inspired by the BSD, Artistic, and IJG (Independent JPEG Group) licenses, which all encourage inclusion and use of free software in commercial and freeware products alike. As a consequence, its main points are that:

- o We don't promise that this software works. However, we will be interested in any kind of bug reports. ('as is' distribution)
- o You can use this software for whatever you want, in parts or full form, without having to pay us. ('royalty-free' usage)
- o You may not pretend that you wrote this software. If you use it, or only parts of it, in a program, you must acknowledge somewhere in your documentation that you have used the FreeType code. ('credits')

We specifically permit and encourage the inclusion of this software, with or without modifications, in commercial products. We disclaim all warranties covering The FreeType Project and assume no liability related to The FreeType Project.

Finally, many people asked us for a preferred form for a credit/disclaimer to use in compliance with this license. We thus encourage you to use the following text:

"""

Portions of this software are copyright © <year> The FreeType Project ([www.freetype.org](http://www.freetype.org)). All rights reserved.

"""

Please replace <year> with the value from the FreeType version you

actually use.

## Legal Terms

=====

### 0. Definitions

-----

Throughout this license, the terms `package', `FreeType Project', and `FreeType archive' refer to the set of files originally distributed by the authors (David Turner, Robert Wilhelm, and Werner Lemberg) as the `FreeType Project', be they named as alpha, beta or final release.

`You' refers to the licensee, or person using the project, where `using' is a generic term including compiling the project's source code as well as linking it to form a `program' or `executable'. This program is referred to as `a program using the FreeType engine'.

This license applies to all files distributed in the original FreeType Project, including all source code, binaries and documentation, unless otherwise stated in the file in its original, unmodified form as distributed in the original archive. If you are unsure whether or not a particular file is covered by this license, you must contact us to verify this.

The FreeType Project is copyright (C) 1996-2000 by David Turner, Robert Wilhelm, and Werner Lemberg. All rights reserved except as specified below.

### 1. No Warranty

-----

THE FREETYPE PROJECT IS PROVIDED `AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ANY OF THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY DAMAGES CAUSED BY THE USE OR THE INABILITY TO USE, OF THE FREETYPE PROJECT.

### 2. Redistribution

-----

This license grants a worldwide, royalty-free, perpetual and irrevocable right and license to use, execute, perform, compile, display, copy, create derivative works of, distribute and sublicense the FreeType Project (in both source and object code forms) and derivative works thereof for any purpose; and to authorize others to exercise some or all of the rights granted herein, subject to the following conditions:

- o Redistribution of source code must retain this license file (`FTL.TXT') unaltered; any additions, deletions or changes to the original files must be clearly indicated in accompanying documentation. The copyright notices of the unaltered, original files must be preserved in all copies of source files.
- o Redistribution in binary form must provide a disclaimer that

states that the software is based in part of the work of the FreeType Team, in the distribution documentation. We also encourage you to put an URL to the FreeType web page in your documentation, though this isn't mandatory.

These conditions apply to any software derived from or based on the FreeType Project, not just the unmodified files. If you use our work, you must acknowledge us. However, no fee need be paid to us.

### 3. Advertising

-----

Neither the FreeType authors and contributors nor you shall use the name of the other for commercial, advertising, or promotional purposes without specific prior written permission.

We suggest, but do not require, that you use one or more of the following phrases to refer to this software in your documentation or advertising materials: `FreeType Project', `FreeType Engine', `FreeType library', or `FreeType Distribution'.

As you have not signed this license, you are not required to accept it. However, as the FreeType Project is copyrighted material, only this license, or another one contracted with the authors, grants you the right to use, distribute, and modify it. Therefore, by using, distributing, or modifying the FreeType Project, you indicate that you understand and accept all the terms of this license.

### 4. Contacts

-----

There are two mailing lists related to FreeType:

- o [freetype@nongnu.org](mailto:freetype@nongnu.org)

Discusses general use and applications of FreeType, as well as future and wanted additions to the library and distribution. If you are looking for support, start in this list if you haven't found anything to help you in the documentation.

- o [freetype-devel@nongnu.org](mailto:freetype-devel@nongnu.org)

Discusses bugs, as well as engine internals, design issues, specific licenses, porting, etc.

Our home page can be found at

<http://www.freetype.org>

## **FreeImage**

Depending on purchased options, D'Fusion products may be based on FreeImage library (<http://freeimage.sourceforge.net/freeimage-license.txt>).

**From FreeImage distribution:**

FreeImage Public License - Version 1.0

-----  
1. Definitions.

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

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

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

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

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

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

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

1.8. "License" means this document.

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

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

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

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

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

1.12. "You" means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the

direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

## 2. Source Code License.

### 2.1. The Initial Developer Grant.

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

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

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

### 2.2. Contributor Grant.

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

(a) to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Contributor, to Utilize the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

## 3. Distribution Obligations.

### 3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

### 3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such

recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

### 3.3. Description of Modifications.

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

### 3.4. Intellectual Property Matters

#### (a) Third Party Claims.

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

#### (b) Contributor APIs.

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

### 3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code, and this License in any documentation for the Source Code, where You describe recipients' rights relating to Covered Code. If You created one or more Modification(s), You may add your name as a Contributor to the notice described in Exhibit A. If it is not possible to put such notice in a particular Source Code file due to its structure, then you must include such notice in a location (such as a relevant directory file) where a user would be likely to look for such a notice. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

### 3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You

describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

### 3.7. Larger Works.

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

## 4. Inability to Comply Due to Statute or Regulation.

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

## 5. Application of this License.

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

## 6. Versions of the License.

### 6.1. New Versions.

Floris van den Berg may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

### 6.2. Effect of New Versions.

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

### 6.3. Derivative Works.

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

7. DISCLAIMER OF WARRANTY.

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

8. TERMINATION.

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

9. LIMITATION OF LIABILITY.

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

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by Dutch law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the The Netherlands: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding

arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in Almelo, The Netherlands; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the court of Almelo, The Netherlands with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

## 12. RESPONSIBILITY FOR CLAIMS.

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

### EXHIBIT A.

"The contents of this file are subject to the FreeImage Public License Version 1.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://home.wxs.nl/~flvdberg/freeimage-license.txt>

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

## **ZXing**

Depending on purchased options, D'Fusion products may be based on ZXing library (<http://code.google.com/p/zxing>) which is releases under the Apache License.

### **From ZXing distribution:**

Apache License, Version 2.0

Version 2.0, January 2004

<http://www.apache.org/licenses/>

### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

#### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such

entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted.

If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

You must give any other recipients of the Work or Derivative Works a copy of this License; and

You must cause any modified files to carry prominent notices stating that You changed the files; and

You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License. You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and

assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

## **Bitstream Vera Fonts**

Depending on purchased options, D'Fusion products may be based on Bitstream Vera Fonts (<http://ftp.gnome.org/pub/GNOME/sources/ttf-bitstream-vera/1.10>).

### **From Bitstream Vera Fonts distribution:**

Bitstream Vera Fonts Copyright

The fonts have a generous copyright, allowing derivative works (as long as "Bitstream" or "Vera" are not in the names), and full redistribution (so long as they are not \*sold\* by themselves). They can be bundled, redistributed and sold with any software.

The fonts are distributed under the following copyright:

Copyright  
=====

Copyright (c) 2003 by Bitstream, Inc. All Rights Reserved. Bitstream Vera is a trademark of Bitstream, Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of the fonts accompanying this license ("Fonts") and associated documentation files (the "Font Software"), to reproduce and distribute the Font Software, including without limitation the rights to use, copy, merge, publish, distribute, and/or sell copies of the Font Software, and to permit persons to whom the Font Software is furnished to do so, subject to the following conditions:

The above copyright and trademark notices and this permission notice

shall be included in all copies of one or more of the Font Software typefaces.

The Font Software may be modified, altered, or added to, and in particular the designs of glyphs or characters in the Fonts may be modified and additional glyphs or characters may be added to the Fonts, only if the fonts are renamed to names not containing either the words "Bitstream" or the word "Vera".

This License becomes null and void to the extent applicable to Fonts or Font Software that has been modified and is distributed under the "Bitstream Vera" names.

The Font Software may be sold as part of a larger software package but no copy of one or more of the Font Software typefaces may be sold by itself.

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL BITSTREAM OR THE GNOME FOUNDATION BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

Except as contained in this notice, the names of Gnome, the Gnome Foundation, and Bitstream Inc., shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Font Software without prior written authorization from the Gnome Foundation or Bitstream Inc., respectively. For further information, contact: fonts at gnome dot org.

Copyright FAQ  
=====

1. I don't understand the resale restriction... What gives?

Bitstream is giving away these fonts, but wishes to ensure its competitors can't just drop the fonts as is into a font sale system and sell them as is. It seems fair that if Bitstream can't make money from the Bitstream Vera fonts, their competitors should not be able to do so either. You can sell the fonts as part of any software package, however.

2. I want to package these fonts separately for distribution and sale as part of a larger software package or system. Can I do so?

Yes. A RPM or Debian package is a "larger software package" to begin with, and you aren't selling them independently by themselves. See 1. above.

3. Are derivative works allowed?

Yes!

4. Can I change or add to the font(s)?

Yes, but you must change the name(s) of the font(s).

5. Under what terms are derivative works allowed?

You must change the name(s) of the fonts. This is to ensure the quality of the fonts, both to protect Bitstream and Gnome. We want to ensure that if an application has opened a font specifically of these names, it gets what it expects (though of course, using fontconfig, substitutions could still could have occurred during font opening). You must include the Bitstream copyright. Additional copyrights can be added, as per copyright law. Happy Font Hacking!

6. If I have improvements for Bitstream Vera, is it possible they might get adopted in future versions?

Yes. The contract between the Gnome Foundation and Bitstream has provisions for working with Bitstream to ensure quality additions to the Bitstream Vera font family. Please contact us if you have such additions. Note, that in general, we will want such additions for the entire family, not just a single font, and that you'll have to keep both Gnome and Jim Lyles, Vera's designer, happy! To make sense to add glyphs to the font, they must be stylistically in keeping with Vera's design. Vera cannot become a "ransom note" font. Jim Lyles will be providing a document describing the design elements used in Vera, as a guide and aid for people interested in contributing to Vera.

7. I want to sell a software package that uses these fonts: Can I do so?

Sure. Bundle the fonts with your software and sell your software with the fonts. That is the intent of the copyright.

8. If applications have built the names "Bitstream Vera" into them, can I override this somehow to use fonts of my choosing?

This depends on exact details of the software. Most open source systems and software (e.g., Gnome, KDE, etc.) are now converting to use fontconfig (see [www.fontconfig.org](http://www.fontconfig.org)) to handle font configuration, selection and substitution; it has provisions for overriding font names and substituting alternatives. An example is provided by the supplied local.conf file, which chooses the family Bitstream Vera for "sans", "serif" and "monospace". Other software (e.g., the XFree86 core server) has other mechanisms for font substitution.

## **ArUco**

Depending on purchased options, D'Fusion products may be based on ArUco library from the AVA group of Cordoba University (<http://www.uco.es/investiga/grupos/ava/node/26>) which is releases under the BSD License (<http://www.opensource.org/licenses/bsd-license.php>).