

SOFTWARE LICENSE AGREEMENT (XCB)

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE.

THIS IS A LEGAL AGREEMENT BETWEEN YOU ("LICENSEE", AN INDIVIDUAL, AN ENTITY OR A BUSINESS ENTITY) AND OWL SOLUTIONS LLC OUTLINING THE TERMS THAT GOVERN YOUR USE OF SOFTWARE. YOU MUST ACCEPT AND ADHERE TO THESE TERMS AS PRESENTED. ANY AND ALL MODIFICATIONS, ADDITIONS, OR REMOVALS ARE NOT PERMITTED. OWL MAY REFUSE ACCESS TO SOFTWARE OR SERVICE IF YOU DO NOT COMPLY WITH ANY PART OF THIS AGREEMENT. THIS AGREEMENT- ALONG WITH ALL UPDATES AND SUPPLEMENTS SERVE AS THE COLLECTIVE "AGREEMENT" BETWEEN YOU AND OWL.

BY CLICKING ON THE "ACCEPT" BUTTON, OPENING THE PACKAGE, DOWNLOADING THE PRODUCT, OR USING THE SOFTWARE OR THE EQUIPMENT THAT CONTAINS THIS PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, DOWNLOAD OR USE THE SOFTWARE OR EQUIPMENT THAT CONTAINS THE SOFTWARE, AND RETURN THE PRODUCT TO OWLOWL.

For the purposes of this Agreement, SOFTWARE refers to one or more computer programs in binary form capable of operating on a computer, virtual machine, processor or controller, and associated media, printed material, including online and electronic documentation and all accompanying items.

SINGLE USER LICENSE GRANT: OWL and its licensors grant to Licensee a nonexclusive and nontransferable perpetual license to use the SOFTWARE in object code form solely on a single processing unit, or run one instance on a virtual machine. This product is licensed, not sold, to you for use only under the specified terms of this license. OWL transfers no ownership interest and reserves all other rights including title and copyrights.

For each valid licensed copy of the SOFTWARE, Licensee may reproduce one additional copy of the electronic version of the SOFTWARE solely for archival purposes or reinstallation of the SOFTWARE on the same computer as the SOFTWARE was previously installed. All copies of the SOFTWARE must include titles, trademark symbols, copyright symbols and legends, and other proprietary markings. OWL retains all rights, title and interest in and to the SOFTWARE.

RESTRICTIONS: SOFTWARE is confidential copyrighted information of OWL and title to all copies is retained by OWL and/or its licensors. Licensee agrees that aspects of the SOFTWARE, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of OWL. Licensee agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. The SOFTWARE is made available solely for use by end users according to this License. Any reproduction or redistribution of the SOFTWARE, not in accordance with the License, is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Licensee agrees not to: (a) sell, lease, license or sub-license the SOFTWARE or Documentation; (b) decompile, disassemble, or reverse engineer the SOFTWARE, in whole or in part; (c) write or develop any derivative SOFTWARE program based upon the SOFTWARE or any Confidential information; (d) use the SOFTWARE to provide services on any ASP, SOFTWARE-as-a service or service bureau basis; or (e) use, copy, exploit, or permit use of the SOFTWARE except as expressly authorized in this agreement.

DISCLAIMER OF WARRANTY: SOFTWARE IS PROVIDED "AS IS". OWL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT. OWL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY: OWL AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTY AS A RESULT OF USING OR DISTRIBUTING SOFTWARE. IN NO EVENT WILL OWL OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF OWL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OWL'S LIABILITY TO LICENSEE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE PRICE PAID BY LICENSEE.

EXPORT REGULATIONS: The SOFTWARE, including technical data related to the SOFTWARE, is subject to the export control laws and regulations of the United States, specifically the U.S. Export Administrations Act and U.S. International Traffic in Arms Regulations (ITAR). Licensee shall not export of the SOFTWARE or technical data from the United States without obtaining a license issued by the Directorate of Defense Trade Controls (DDTC) of the U.S. Department of State or by an ITAR license exemption, as applicable. The SOFTWARE may not be resold, diverted or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license or ITAR exemption. Licensee agrees to indemnify Licensor against all claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent such claims arise out of any breach of this paragraph.

RESTRICTED RIGHTS: OWL'S SOFTWARE is provided to Government agencies with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph (b) of the Commercial Computer SOFTWARE - Restricted Rights clause at FAR 52.227-19. In the event the sale is to a DOD agency, the government's rights in SOFTWARE, supporting documentation, and technical data are governed by the restrictions in the Technical Data-Commercial Items clause at DFARS 252.227-7015, the Rights in Technical Data-Noncommercial Items at DFARS 252.227-7013, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation at DFARS clause 252.227-7014 and SBIR Data Rights Clause at DFARS 252.227-7018, if applicable. Manufacturer is OWL, 42 Old Ridgebury Road, Danbury, CT 06810. The United States Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer SOFTWARE marked with a legend are restricted during the period covered as provided in applicable clause. Any reproduction of technical data, computer SOFTWARE, or portions thereof marked with this legend must also reproduce the markings.

VERIFICATION AND PROPER USE AUDIT: OWL, by its employees or agents may audit, with thirty (30) days' prior written notice, Licensee's available records related to the use of the SOFTWARE, to verify that Licensee's use of the SOFTWARE is in accordance to the constraints of this Agreement. OWL will bear the expense of an audit with the exception of instances where the Licensee is found, through such an audit, to be materially in violation of this Agreement, in which case, Licensee will reimburse OWL for the time, travel and material costs and fees reasonably associated with the audit. Audits will be conducted during regular business hours at Licensee's facilities and will not unreasonably interfere with Licensee's business. Audits will be conducted no more than once in any twelve-month period. Licensee will promptly pay any adjustments to License Fees or other amount due revealed by such audit. Payment will be due together with interest at 1.0 percent per month, compounded daily, or if less, at the highest legally permitted rate. The audit and its results will be subject to the restrictions of this Agreement regarding Confidential Information.

SEVERABILITY: If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, then such provisions are herewith waived or amended to the extent necessary for the License to be otherwise enforceable in such jurisdiction. However, if, in OWL's opinion, deletion or amendment of any provisions of the License by operation of this paragraph unreasonably compromises the rights, or increase the liabilities of OWL or its licensors, OWL reserves the right to terminate the License.

CHOICE OF LAW: This License shall be governed by and construed in accordance with the laws of the State of Maryland, United States of America, without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This License constitutes the entire License between the parties with respect to the use of the SOFTWARE.

License Management Software: OWL reserves the right to use license management software to limit Licensee's use of the Software to the limits stated in this Agreement. Licensee will not circumvent or attempt to circumvent such license management software.

ASSIGNMENT AND TRANSFER OF SOFTWARE: Either party may assign this Agreement together with the SOFTWARE license to a Subsidiary or in connection with a sale of all or substantially all of its assets or stock, provided each assignee or successor party agrees in writing delivered to the non-assigning party to be bound by all terms and conditions of this Agreement. In the case of the transfer of all, or substantially all of Licensee's assets or stock (a "Transaction") to an entity that prior to the Effective Date of this Agreement held no controlling interest in Licensee, the license under this Agreement shall be restricted to Licensee and its Subsidiaries as constituted prior to the acquisition. In such a case, OWL will have no obligation to extend price discounts or any other non-standard terms and conditions to operations of the acquiring or new controlling entity's businesses OWL the scope of the businesses or operations of Licensee as they existed before the Transaction.

With written approval from OWL, Licensee may make a one-time permanent transfer of rights under this Agreement, provided that no copies are retained, and the subject recipient fully agrees to the terms of this agreement in writing.

PUBLIC ANNOUNCEMENTS: Licensee acknowledges that OWL may use its name and logo in its web site, press releases, product brochures and financial reports indicating that Licensee is a customer of OWL. Licensee agrees that OWL may use its name and logo in such a manner. Licensee reserves the right to review any use of its name or logo and to grant or withhold permission, provided that permission will not reasonably be withheld.

TERMINATION: This License is effective until terminated. Licensee may terminate this License at any time by destroying all copies of SOFTWARE including any documentation. This License will terminate immediately without notice from OWL if Licensee fails to comply with any provision of this License. Upon termination, Licensee must destroy all copies of SOFTWARE.

STANDARD TERMS OF LICENSEE: No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the SOFTWARE will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of OWL to object to such terms, provisions or conditions.

THIRD PARTY COMPONENTS: Any Third-Party Component used in or with OWL software is licensed to Licensee subject to its different or additional terms and conditions listed below.

This list for XCB includes the following:

	Software	License Link	Source Link
1	Apache HttpClient 4.5.7	https://github.com/apache/httpcomponents-client/blob/4.5.7/LICENSE.txt	https://github.com/apache/httpcomponents-client/tree/4.5.7
2	Bouncy Castle 1.61	https://www.bouncycastle.org/license.html	http://www.bouncycastle.org/download/bcprov-jdk15on-161.tar.gz

3	BZip2 1.0.6	https://sourceforge.net/projects/bzip2	https://sourceforge.net/projects/bzip2
4	Gradle Git Version Plugin 0.10.1	https://github.com/palantir/gradle-git-version/blob/develop/LICENSE	https://github.com/palantir/gradle-git-version/releases/tag/0.10.1
5	IBM Sametime 9 SDK	License Location: [sdk download location]/license/en.html	Source Location: Log in to your IBM account to download the Sametime SDK
6	JXMPP 0.6.2	https://github.com/igniterealtime/jxmpp/blob/0.6.2/LICENSE	https://github.com/igniterealtime/jxmpp/tree/0.6.2
7	Kitteh IRC 4.0.2	https://github.com/KittehOrg/KittehIRCCClientLib/blob/4.0.2/LICENSE	https://github.com/KittehOrg/KittehIRCCClientLib/tree/4.0.2
8	libb64 1.2.1	http://libb64.sourceforge.net/#license	https://sourceforge.net/projects/libb64/files/libb64/libb64-1.2.src.zip/download
9	License Boost 1.59	https://www.boost.org/users/license.html	https://sourceforge.net/projects/boost/files/boost/1.59.0
10	MiniDNS 0.3.2	https://github.com/MiniDNS/minidns/blob/0.3.2/LICENSE	https://github.com/MiniDNS/minidns/tree/0.3.2
11	Nebula Gradle-OSPackage-Plugin 5.2.0	https://github.com/nebula-plugins/gradle-ospackage-plugin/tree/v5.2.0/LICENSE	https://github.com/nebula-plugins/gradle-ospackage-plugin/tree/v5.2.0
12	OpenJDK Java 1.8	https://openjdk.java.net/legal/gplv2+ce.html	https://hg.openjdk.java.net/jdk8
13	OpenSSL 1.1.1	https://github.com/openssl/openssl/blob/OpenSSL_1_1_1/LICENSE	https://github.com/openssl/openssl/tree/OpenSSL_1_1_1
14	SMACK 4.3.0	https://github.com/igniterealtime/Smack/blob/4.3.0/LICENSE	https://github.com/igniterealtime/Smack/tree/4.3.0
15	Spring Boot 2.0.3 RELEASE	https://github.com/spring-projects/spring-boot/tree/v2.0.3.RELEASE/LICENSE.txt	https://github.com/spring-projects/spring-boot/tree/v2.0.3.RELEASE
16	Spring Security 5.0.7 RELEASE	https://github.com/spring-projects/spring-security/tree/5.0.7.RELEASE/license.txt	https://github.com/spring-projects/spring-security/tree/5.0.7.RELEASE
17	Thymeleaf 3.0.9 RELEASE	https://github.com/thymeleaf/thymeleaf/tree/thymeleaf-3.0.9.RELEASE/LICENSE.txt	https://github.com/thymeleaf/thymeleaf/tree/thymeleaf-3.0.9.RELEASE

18	Thymeleaf Spring 3.0.9 RELEASE	https://github.com/thymeleaf/thymeleaf-spring/blob/thymeleaf-spring4-3.0.9.RELEASE/LICENSE.txt	https://github.com/thymeleaf/thymeleaf-spring/tree/thymeleaf-spring4-3.0.9.RELEASE
19	Thymeleaf Spring Security 3.0.2 RELEASE	https://github.com/thymeleaf/thymeleaf-extras-springsecurity/blob/thymeleaf-extras-springsecurity4-3.0.2.RELEASE/LICENSE.txt	https://github.com/thymeleaf/thymeleaf-extras-springsecurity/tree/thymeleaf-extras-springsecurity4-3.0.2.RELEASE
20	XPP3 1.1.4C	https://mvnrepository.com/artifact/xpp3/xpp3/1.1.4c	http://www.extreme.indiana.edu/dist/java-repository/xpp3/distributions/