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1.21 ASM library repackaged as OSGi bundle

2.4.0-b06

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1.24 Bean Validation API 1.1.0.Final
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1.26 cache-api 1.0.0

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Java ClassMate library was originally written by Tatu Saloranta (tatu.saloranta@iki.fi)

Other developers who have contributed code are:

* Brian Langel

1.30 Codec 1.3

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LicenseEdition = "vf.sf"
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Data = "capacityType=processor;enable=cpu:1,;cost:100,;enforce=soft,category:alacarte,include:vf.sf-1;addon=vmware.sqlfire;desc=VMware vFabric SQLFire"
DataHash = "c8a1ee9-5f7038ed-6c41118b-9998e08a-ad1888df"
Hash = "a28755c1-62b7f54a-6295ec1c-08f2219f-a10fabd5"

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Data = "capacityType=processor;enable=cpu:1,;cost:100,;enforce=soft,category:alacarte,include:vf.vpg-9.1|vf.vpg-9.2;addon=vmware.postgres;desc=VMware vFabric vPostgres"
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Hash = "3d83e371-02a06153-4db6c7c5-e26e65fd-7f2d8eaa"
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Option = "18"
Data = "capacityType=vm;enable=cpu:0,cost:75,category:alacarte,include:vf.sf-1;addon=vf.sf.evaluation,vf.sf.enterprise;desc=VMware vFabric SQLFire"
DataHash = "aa751975-a6c3b62b-1f87a8ad-41344740-65d2f145"
Hash = "ae47376c-a6c61a68-8f1a2f26-3a12b8e3-deb8dc30"

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Option = "18"
Data = "capacityType=processor;enable=cpu:1,cost:100,category:alacarte,include:vf.ws-5;desc=VMware vFabric Web Server"
DataHash = "c7edcd8d-db2df936-eb896997-401f6e9b-b712bd84"
Hash = "448ec144-f5b38b0-2ec0ee67-2ea03b74-1931609b"

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Option = "18"
Data = "capacityType=processor;enable=cpu:1,cost:100,category:alacarte,include:vf.tc-2|vf.hyp-4|vf.hyp-5;desc=VMware vFabric tc Server Standard Edition"
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Option = "18"
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Hash = "df8f55ad-5b12f158-37e4c420-c92b3900-e050dafc"
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Option = "18"
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Hash = "8acc0349-ac441555-5d92a1c2-2e5e2dddb-73b517b4"
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Data = "capacityType=machine;enable=cpu:0,cost:100,enforce:hard,category:alacarte,include:vf.hyp-4|vf.hyp-5;desc=VMware vFabric Hyperic"
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Hash = "c46d30e0-96fd11ce-fd1b1b93-e7e06084-c9710457"
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 Option = "18"
 Data = "capacityType=processor;enable=cpu:1;cost:100;enforce:soft;category:alacarte;include:vf.gf.acn-6|vf.gf.acn-7;addon=vf.gf.evaluation;desc=VMware vFabric GemFire Application Cache Node"
 DataHash = "450b6d8a-cf476c69-73eb959f-ac8724bb-1d8916da"
 Hash = "6531cf7-bcd2db4f-eeb22dc-0e9ea30f-97ad8193"

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DataHash = "a89e0946-31c40beb-823421d4-446ab09b-1a426cbd"
Hash = "eb43b060-c6e20709-1ae2ad24-826b76e2-146d126b"
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- javae_web_services_1_3.xsd
- javae_web_services_client_1_3.xsd
- jsp_2_2.xsd
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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 combine 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.

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b) Use a suitable shared library mechanism for linking with the
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c) 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.

d) 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.

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

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2.4 Unless otherwise specifically agreed in writing by Pivotal, Pivotal does not provide maintenance or support for any Evaluation Software. CUSTOMER RECOGNIZES THAT EVALUATION SOFTWARE MAY HAVE DEFECTS OR DEFICIENCIES WHICH CANNOT OR MAY NOT BE CORRECTED BY PIVOTAL. Pivotal shall have no liability to Customer for any claim, suit, action or proceeding (“Claim(s)”) brought by or against Customer alleging that any or all of the Evaluation Software or its operation or use infringes any patent, copyright, trade secret or other intellectual property or proprietary right. In event of such a Claim, Pivotal retains the right to terminate this EULA and take possession of the Evaluation Software. THIS SECTION STATES PIVOTAL’S ENTIRE LIABILITY WITH RESPECT TO ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY ANY OR ALL OF THE EVALUATION SOFTWARE OR ITS OPERATION OR USE.

3. GRANT AND USE RIGHTS FOR SOFTWARE

3.1 License Grant. The Software is licensed, not sold. Subject to the terms of this EULA and for the applicable Term, Pivotal grants You a non-exclusive, non-transferable license, without rights to sublicense, to use the Software in the country where You are invoiced in accordance with the Documentation and the Pivotal license model as set forth in the applicable Pivotal Product Guide, for which You have paid the applicable license fees. Software must be installed on equipment located in the country where You are invoiced. If You were invoiced in the European Union for the Software, You may install that Software on equipment located in any of the European Union member states. You may allow third party consultants or contractors to access and use the Software on Your behalf solely for Your internal business operations, provided, they are bound by an agreement with You protecting Pivotal’s intellectual property with terms no less stringent than this EULA and You ensure that such third party use of the Software complies with the terms of this EULA. You may make one backup, unmodified copy of the Software solely for archival purpose. If You upgrade or exchange the Software from a previous validly licensed version, You must cease use of the prior version of that Software. You agree to provide written certification of destruction of the previous version of the Software upon Pivotal’s request.

3.2 Open Source Software. Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such OSS’s own applicable license terms, which can be found in the open_source_licenses.txt file included in the Software, the Documentation or as applicable, the corresponding source files for the Software available at
http://www.gopivotal.com/open-source. Customer is responsible for complying with any third party terms and conditions applicable to such Open Source Software. These OSS license terms may contain additional rights benefiting You. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on You than the applicable OSS license terms, solely with respect to such OSS.

3.3 Licensing Models. Software is licensed for use only in accordance with the commercial terms and restrictions of the Software’s relevant licensing model, which are stated in the Pivotal Product Guide found http://www.gopivotal.com/product-guide and/or attached to the quote from Pivotal or Reseller.

3.4 Restrictions. Except as expressly permitted by this EULA or by applicable law, You may not (i) sell, lease, assign, license, sublicense, distribute or otherwise transfer in whole or in part the Software; (ii) permit any use of or access to the Software by any third party; (iii) operate the Software on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party (except that, for the purposes of this Section 3.4(iii), You may use the Software to deliver hosted services to your Affiliates as defined herein; (iv) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software except to the extent such a restriction is expressly prohibited under applicable law; (v) modify or create derivative works based upon the Software; (vi) use the Software in a service bureau, application service provider or similar capacity other than under Section 3.4(iii); or (vii) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions in the Software.

3.5 Customer Responsibilities. You are responsible for separately obtaining any software, hardware or other technology required to operate the Software and complying with any corresponding terms and conditions. Customer is solely responsible for all obligations to comply with laws applicable to their use of the Software including without limitation any processing of personal data.

3.6 Term License. You are permitted to use the Software and access support only during the Term.

3.7 Data Collection and Usage. You agree that Pivotal may collect, use, store and transmit technical and related information about use of the Software including but not limited to internet protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics to facilitate the provisioning of updates, support, invoicing or online services to You. You are responsible for obtaining any consents required in order to enable Pivotal to exercise the rights set forth in this Section 3.7 and for
Customer's use of the Software, in each case in compliance with applicable law.

3.8 Audit Rights. During the term of this EULA and for two (2) years after termination or expiration of the EULA or Support Services and/or Subscription Services for the Software has expired, You agree to maintain accurate records as to your installation and use of the Software sufficient to provide evidence of compliance with the terms of this EULA. Pivotal, or an independent third party designated by Pivotal, may audit, upon written notice to You, your books, records, and computing devices to determine your compliance with this EULA and your payment of the applicable license and Support Services and/or Subscription Services fees, if any, for the Software. Pivotal may conduct no more than one (1) audit in any twelve (12) month period. In the event that any such audit reveals an underpayment by You of more than five percent (5%) of the license amounts due to Pivotal in the period being audited, or that You have breached any term of the EULA, then, in addition to paying to Pivotal any underpayments for Software licenses and Support Services and/or Subscription Services fees and any other remedies Pivotal may have, You will promptly pay to Pivotal the audit costs incurred by Pivotal.

4. TITLE. Software shall be deemed accepted upon download. Pivotal retains all right, title, and interest in and to the Software, and all related intellectual property rights. Pivotal retains all rights not expressly granted to You in this EULA and no rights shall be implied from the provisions hereof.

5. SUPPORT SERVICES AND SUBSCRIPTION SERVICES. You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by Pivotal unless you separately purchase Pivotal Support Services or Subscription Services. These Support or Subscription Services are subject to Pivotal's then-current terms and conditions for such Support or Subscription services as further described at http://www.gopivotal.com/support.

6. SOFTWARE RELEASES.
Customer shall use and deploy Software Releases strictly in accordance with terms of the original license for the Software.

7. TERMINATION. Pivotal may terminate this EULA immediately upon notice if You do not comply with any term of this EULA. In the event of expiration or any termination of this Agreement, You must remove and destroy all copies of the Software, including all backup copies, from the server, virtual machine, and all computers and terminals on which the Software is installed or used. Any obligations to pay fees incurred prior to termination and Sections 1, 2.3, 3.4, 3.7, 3.8, 4, 7, 9, 10, 11, 12 and 13 of this EULA shall survive expiration or termination of this Agreement for any reason.

8. IP INDEMNITY. Subject to Section 9.3 herein, Pivotal shall (i) at its own
expense, defend Customer against any third party claim that the Software infringes a copyright enforceable in a country that is a signatory to the Berne Convention; and (ii) pay the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction, or pay the amounts stated in a written settlement negotiated and approved by Pivotal. The foregoing obligations are subject to the following: Customer (a) notifies Pivotal promptly in writing of such claim; (b) grants Pivotal sole control over the defense and settlement thereof; (c) reasonably cooperates in response to a Pivotal request for assistance; and (d) has installed and used the Software in accordance with the Documentation and is not otherwise in material breach of this EULA. Should any such Software become, or in Pivotal's opinion be likely to become, the subject of such a claim, Pivotal may, at its option and expense, (1) procure for Customer the right to make continued use thereof; (2) replace or modify such so that it becomes non-infringing; or (3) request return of the Software and, upon receipt thereof, refund the price paid by Customer, less straight-line depreciation based on a three (3) year useful life for Software. Notwithstanding anything to the contrary stated herein, Pivotal shall have no liability to the extent that the alleged infringement arises out of or relates to: (A) combination, operation or use of the Software with any other software, hardware, technology, data, or other materials, if the infringement would not have arisen but for such combination, operation or use; (B) use for a purpose or in a manner for which the Software was not designed; (C) any modifications to the Software made by any person other than Pivotal or its authorized representatives; (D) any modifications to the Software made by Pivotal pursuant to Customer's specific instructions; or (E) use of any older version of the Software when use of a newer Software Release made available to Customer would have avoided the infringement; or (F) any Open Source Software not developed by Pivotal. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND PIVOTAL’S ENTIRE LIABILITY WITH RESPECT TO ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY ANY OR ALL OF THE SOFTWARE OR ITS OPERATION OR USE.

9. LIMITED WARRANTY AND LIMITATION OF LIABILITY

9.1 Limited Warranty. Pivotal warrants to Customer that (i) the Software will substantially conform to the functional description set forth in the Documentation accompanying the Software for a period of 90 days after the date of delivery of the Software to You ("Warranty Period"). If during the Warranty Period the Software does not substantially conform to the functional description set forth in the Documentation, your exclusive remedy will be that Pivotal shall, at its sole option, correct the defects in the Software or refund the license fees You paid, if any, for the Software provided that (i) the Software has been properly installed and used at all times and in accordance with the Documentation; (ii) no modification, deletion or addition has been made to the Software by persons other than Pivotal or its authorized representative; and (iii) Pivotal receives written notice of the non-conformity within the Warranty Period.
9.2 EXCEPT AS SET FORTH IN SECTION 9.1, PIVOTAL AND ITS LICENSORS PROVIDE THE SOFTWARE WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA OR COMMUNICATION WITH YOU, AND PIVOTAL AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SOFTWARE, THE DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO YOU UNDER THIS EULA. PIVOTAL AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT THE SOFTWARE WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

9.3 LIMITATION OF LIABILITY. IN NO EVENT WILL PIVOTAL BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND ARISING UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE. PIVOTAL'S AND ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS EULA OR THE PROVISION OR USE OF ANY AND ALL OF THE SOFTWARE AND SERVICES PROVIDED HEREUNDER, WILL NOT, IN ANY EVENT, EXCEED THE LESSER OF (i) FEES YOU PAID FOR THE SOFTWARE DURING THE 12 MONTHS PRECEDING THE DATE PIVOTAL RECEIVES WRITTEN NOTICE OF THE FIRST CAUSE OF ACTION TO ARISE HEREUNDER; OR (ii) USD$1,000,000. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER PIVOTAL OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9.4 Limitation Period. All claims must be made within (i) the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if no such period is specified at law.

9.5 Regular Back-ups. As part of its obligation to mitigate damages, Customer shall take reasonable data back-up measures. In particular, Customer shall backup data before Pivotal performs any remedial, upgrade, uploads or installs any new Software Release or otherwise works on Customer's production systems.

10. CONFIDENTIALITY. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this EULA; and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to Customer data stored within the Software to which Pivotal may have access in connection with the provision of Support or Subscription Services, which shall remain Confidential Information until or unless one of the exceptions stated in the above definition of Confidential Information applies.
Notwithstanding the foregoing, either party may disclose Confidential Information (a) to independent contractors performing services on its behalf and Affiliates for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies independent contractors performing services on its behalf and comply with the foregoing; and (b) if required by law provided the receiving party has given the disclosing party prompt notice. Pivotal will not be responsible for unauthorized disclosure of Customer data stored within the Software arising from a data security breach, so long as Pivotal has implemented reasonable technical, physical and organizational safeguards in accordance with its standard policies and procedures then in effect.

11. SOFTWARE-SPECIFIC TERMS AND CONDITIONS. In addition to the above sections, the Software is subject to the specific license use rights and terms and conditions located at http://www.gopivotal.com/product-guide. In the event of any conflict between the Software-specific terms and conditions set forth in the Pivotal Product Guide and those set forth in this EULA, the Software-specific terms and conditions set forth in the Pivotal Product Guide shall control.

12. GENERAL

12.1 Construction. As used in this EULA: (a) the terms "include" and "including" are meant to be inclusive and shall be deemed to mean "include without limitation" or "including without limitation," (b) the word "or" is disjunctive, but not necessarily exclusive, (c) words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa, (d) references to "dollars" or "$" shall be to United States dollars unless otherwise specified herein, (e) the term "his" applies to both genders, (f) unless otherwise specified, all references to days, months or years shall be deemed to be preceded by the word "calendar." The headings of this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this Agreement.

12.2 Governing Law. This EULA is governed by: (i) the laws of California when Pivotal means Pivotal Software, Inc.; and (ii) the laws of the country in which the applicable Pivotal subsidiary is registered to do business when Pivotal means the local Pivotal subsidiary; and (iii) the laws of Ireland when Pivotal means GoPivotal International Limited; provided that in each case, the foregoing shall exclude any conflict of law rules, and the U.N. Convention on Contracts for the International Sale of Goods shall not apply.

12.3 Jurisdiction; Venue. In the event of a dispute concerning this EULA, Customer consents to the sole and exclusive personal jurisdiction and venue of (i) the state and federal courts of Santa Clara County, California when Pivotal Software, Inc. is party to this EULA, or (ii) when a local Pivotal subsidiary or GoPivotal International Limited is the licensor of the Software hereunder, then the courts of competent jurisdiction in the country where such subsidiary or GoPivotal International Limited is domiciled.
12.4 Notices. Any notice, consent or other communication to be given under this Agreement by any party shall be in writing and shall be either (a) personally delivered, (b) mailed by registered or certified mail, postage prepaid with return receipt requested, (c) delivered by prepaid overnight express delivery service or same-day local courier service, or (d) via e-mail transmission, with receipt confirmed or a confirming copy sent via mail. Notices delivered personally, by overnight express delivery service, by local courier service, facsimile transmission or email shall be deemed given as of actual receipt. Mailed notices shall be deemed given seven (7) Business Days after mailing.

12.5 Successors and Assigns. This Agreement may not be assigned without the express written consent of the other party, except that Pivotal may assign or transfer this Agreement, in whole or in part, without consent of Customer to any successors-in-interest to all or substantially all of the business or assets of Pivotal whether by merger, reorganization, asset sale or otherwise, or to any Affiliates of Pivotal. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing restrictions, the terms and conditions of this EULA shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties.

12.6 Severability. If any provision of this EULA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this EULA, and such court will replace such illegal, void or unenforceable provision of this EULA with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this EULA shall be enforceable in accordance with its terms.

12.7 Waiver. The failure by any party to insist upon strict performance of any of the provisions contained in this EULA shall in no way constitute a waiver of its rights as set forth in this EULA, at law or in equity, or a waiver of any other provisions or subsequent default by another party in the performance of or compliance with any of the terms and conditions set forth in this EULA. No waiver shall be effective against a party unless evidenced by a writing executed by the party against which such waiver is asserted.

12.8 Counterparts. This EULA may be executed in any number of counterparts, which collectively shall constitute one instrument. A facsimile, telecopy or other reproduction of this EULA may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this EULA as
well as any facsimile, telecopy or other reproduction hereof.

12.9 Independent Contractor. The parties are independent contractors. Nothing in this EULA shall be construed to create a joint venture, partnership, or an agency relationship between the parties themselves or between the parties and any third Person. Except as expressly provided herein, no party has the authority, without the other party's prior written approval, to bind or commit any other party in any way.

12.10 No Third-party Beneficiaries. This EULA is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

12.11 Force Majeure. In the event that either party is prevented from performing or is unable to perform any of its obligations under this EULA due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, unavailability or interruption of telecommunications equipment or networks, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

12.12 Compliance with Laws; Export Control; Government Regulations. Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. If the Software and related documentation is licensed to the United States government or any agency thereof, then the Software and documentation will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Software and any related documentation by the U.S. Government will be governed solely by this EULA and is prohibited except to the extent expressly permitted by this EULA.
12.13 Order of Precedence. This EULA (i) is the complete statement of the agreement of the parties with regard to the subject matter hereof; and (ii) may be modified only by a writing signed by both parties. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent or conflict with this EULA, shall be null and void and of no legal force or effect. In the event of conflict or inconsistency among the Pivotal Product Guide, this EULA and a purchase order, the following order of precedence shall apply: (a) the Pivotal Product Guide, (b) this EULA and (c) the order.

12.14 Entire Agreement. This EULA, including accepted orders and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This EULA may be amended only in writing signed by authorized representatives of both parties.

12.15 Contact Information. Please direct legal notices or other correspondence to Pivotal Software, Inc., 1900 S. Norfolk St., Suite 125, San Mateo, California 94403, United States of America, Attn: legal@gopivotal.com.

13. COUNTRY SPECIFIC TERMS [IRELAND]. The terms in this Section 13 apply only when Pivotal means the Pivotal sales subsidiary located in Ireland (currently GoPivotal International Limited) and for the avoidance of doubt these terms below shall replace the terms in the EULA above as specifically stated and all other terms shall remain unchanged:

13.1 Section 9.2 (Warranty Exclusions). The entire section is deleted and replaced with:
D. Warranty Exclusions. Except as expressly stated in the applicable warranty set forth in this EULA and the applicable exhibits, Pivotal (INCLUDING ITS SUPPLIERS) MAKES NO WARRANTIES, AND ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED BY LAW, TO CUSTOMER OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES, TERMS AND CONDITIONS, OF FITNESS FOR PURPOSE, DESCRIPTION, AND QUALITY ARE HEREBY SPECIFICALLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW INCLUDING WARRANTIES ARISING BY STATUTE, COURSE OF DEALING OR USAGE OF TRADE.

13.2 Section 9.3 (LIMITATION OF LIABILITY). The entire section is deleted and replaced with the:
9.3 LIMITATION OF LIABILITY.
A. In case of death or personal injury caused by Pivotal's negligence, in case of Pivotal's willful misconduct, fraud or gross negligence, and where a limitation of liability is not permissible under applicable mandatory law, Pivotal shall be liable according to statutory law.
B. Subject always to subsection 9.3.A, the liability of Pivotal (including its suppliers) to the Customer under or in connection with a Customer's purchase order, whether arising from negligent error or omission, breach of contract, or otherwise ("Defaults") shall not exceed the lesser of (i) fees You paid for the Software during the 12 months preceding Pivotal's notice of such claim; or (ii) or one million euros (1,000,000).

C. In no event shall Pivotal (including its suppliers) be liable to Customer however that liability arises, for the following losses, whether direct, consequential, special, incidental, punitive or indirect: (i) loss of actual or anticipated revenue or profits, loss of use, loss of actual or anticipated savings, loss of or breach of contracts, loss of goodwill or reputation, loss of business opportunity, loss of business, wasted management time, cost of substitute services or facilities, loss of use of any software or data; and/or (ii) indirect, consequential, exemplary or incidental or special loss or damage; and/or (iii) damages, costs and/or expenses due to third party claims; and/or (iv) loss or damage due to the Customer's failure to comply with obligations under this EULA, failure to do back-ups of data or any other matter under the control of the Customer and in each case whether or not any such losses were direct, foreseen, foreseeable, known or otherwise, and whether or not that party was aware of the circumstances in which such losses could arise. For the purposes of this Section 9.3, the term "loss" shall include a partial loss, as well as a complete or total loss.

D. The parties expressly agree that should any limitation or provision contained in this Section 9.3 be held to be invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted, but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out in this Section 9.3.

E. The parties expressly agree that any order for specific performance made in connection with this EULA in respect of Pivotal shall be subject to the financial limitations set out in sub-section 9.3.B.

F. CUSTOMER OBLIGATIONS IN RESPECT OF PRESERVATION OF DATA. During the Term of the EULA the Customer shall:

1) from a point in time prior to the point of failure, (i) make full and/or incremental backups of data which allow recovery in an application consistent form, and (ii) store such back-ups at an off-site location sufficiently distant to avoid being impacted by the event(s) (e.g. including but not limited to flood, fire, power loss, denial of access or air crash) and affect the availability of data at the impacted site;

2) have adequate processes and procedures in place to restore data back to a point in time and prior to point of failure, and in the event of real or perceived data loss, provide the skills/backup and outage windows to restore the data in question;

3) use anti-virus software, regularly install updates across all data which is accessible across the network, and protect all storage arrays against power surges and unplanned power outages with uninterruptible power supplies; and
4) ensure that all operating system, firmware, system utility (e.g. but not limited to, volume management, cluster management and backup) and patch levels are kept to Pivotal recommended versions and that any proposed changes thereto shall be communicated to Pivotal in a timely fashion.

13.3. Section 9.4 (Limitation Period). The entire section is deleted and replaced with: WAIVER OF RIGHT TO BRING ACTIONS: Customer waives the right to bring any claim arising out of or in connection with this EULA more than twenty-four (24) months after the date of the cause of action giving rise to such claim.

Pivotal EULA 20 November 2013 version 1

1.67 Google Guice - Core Library 3.0

1.67.1 Available under license:

Apache License
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:

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

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    */
package com.google.gson.internal;

import java.lang.reflect.Type;
import java.util.Collections;
import java.util.HashMap;
import java.util.Map;

/**
 * Contains static utility methods pertaining to primitive types and their
 * corresponding wrapper types.
 *
 * @author Kevin Bourrillion
 */
public final class Primitives {
    private Primitives() {
    }

    /** A map from primitive types to their corresponding wrapper types. */
    private static final Map<Class<?>, Class<?>> PRIMITIVE_TO_WRAPPER_TYPE;

    /** A map from wrapper types to their corresponding primitive types. */
    private static final Map<Class<?>, Class<?>> WRAPPER_TO_PRIMITIVE_TYPE;

    // Sad that we can't use a BiMap. :

    static {
        Map<Class<?>, Class<?>> primToWrap = new HashMap<Class<?>, Class<?>>((16);
        Map<Class<?>, Class<?>> wrapToPrim = new HashMap<Class<?>, Class<?>>((16);

        add(primToWrap, wrapToPrim, boolean.class, Boolean.class);
        add(primToWrap, wrapToPrim, byte.class, Byte.class);
        add(primToWrap, wrapToPrim, char.class, Character.class);
        add(primToWrap, wrapToPrim, double.class, Double.class);
        add(primToWrap, wrapToPrim, float.class, Float.class);
        add(primToWrap, wrapToPrim, int.class, Integer.class);
        add(primToWrap, wrapToPrim, long.class, Long.class);
        add(primToWrap, wrapToPrim, short.class, Short.class);
        add(primToWrap, wrapToPrim, void.class, Void.class);

        PRIMITIVE_TO_WRAPPER_TYPE = Collections.unmodifiableMap(primToWrap);
        WRAPPER_TO_PRIMITIVE_TYPE = Collections.unmodifiableMap(wrapToPrim);
    }

    private static void add(Map<Class<?>, Class<?>> forward,
                            Map<Class<?>, Class<?>> backward, Class<?> key, Class<?> value) {
        forward.put(key, value);
        backward.put(value, key);
    }
}
/**
 * Returns true if this type is a primitive.
 */
public static boolean isPrimitive(Type type) {
    return PRIMITIVE_TO_WRAPPER_TYPE.containsKey(type);
}

/**
 * Returns true if type is one of the nine primitive-wrapper types, such as Integer.
 *
 * @see Class#isPrimitive
 */
public static boolean isWrapperType(Type type) {
    return WRAPPER_TO_PRIMITIVE_TYPE.containsKey($Gson$Preconditions.checkNotNull(type));
}

/**
 * Returns the corresponding wrapper type of type if it is a primitive type; otherwise returns type itself. Idempotent.
 * <pre>
 *     wrap(int.class) == Integer.class
 *     wrap(Integer.class) == Integer.class
 *     wrap(String.class) == String.class
 * </pre>
 */
public static <T> Class<T> wrap(Class<T> type) {
    // cast is safe: long.class and Long.class are both of type Class<Long>
    @SuppressWarnings("unchecked")
    Class<T> wrapped = (Class<T>) PRIMITIVE_TO_WRAPPER_TYPE.get($Gson$Preconditions.checkNotNull(type));
    return (wrapped == null) ? type : wrapped;
}

/**
 * Returns the corresponding primitive type of type if it is a wrapper type; otherwise returns type itself. Idempotent.
 * <pre>
 *     unwrap(Integer.class) == int.class
 *     unwrap(int.class) == int.class
 *     unwrap(String.class) == String.class
 * </pre>
 */
public static <T> Class<T> unwrap(Class<T> type) {
    // cast is safe: long.class and Long.class are both of type Class<Long>
}
@SuppressWarnings("unchecked")
Class<T> unwrapped = (Class<T>) WRAPPER_TO_PRIMITIVE_TYPE.get(
    $Gson$Preconditions.checkNotNull(type));
    return (unwrapped == null) ? type : unwrapped;
}    
}    
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Version 2.0, January 2004

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1.1

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1.126 JCL 1.1.1 implemented over SLF4J

1.7.12

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1.167 Logback Core Module 1.1.2

1.167.1 Available under license:

cat logback-core-1.1.2-sources/ch/qos/logback/core/LayoutBase.java

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- web-app_3_0.xsd
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1.239 tomcat-embed-logging-juli 8.0.23

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1.240 tomcat-embed-logging-juli 8.0.32

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1.243 tomcat-embed-websocket 8.0.32

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1.244 tomcat-embed-websocket 8.0.36

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1.253 WebSocket server API 1.1

1.254 XML Commons External Components

XML APIs 1.0.b2

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// Based on ISO/IEC 9899:TC2 Committee draft (May 6, 2005) WG14/N1124
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