

Source Code License Agreement

This Source Code License Agreement (this “**Agreement**”) is entered into as of _____ (the “**Effective Date**”) by and between Numenta, Inc., a California corporation, with principal offices at 791 Middlefield Road, Redwood City, CA 94063 (“**Licensor**”), and _____ (“**Licensee**”).

RECITAL

WHEREAS, Licensor wishes to grant to Licensee, and Licensee desires to obtain, certain license rights with respect to Licensor’s software for the purposes of technology validation, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

1. DEFINITIONS.

For purposes of this Agreement, the following terms will have the following meanings:

1.1 “Customer(s)” means end user customers of Licensee after the Effective Date through the end of the Term.

1.2 “Licensed Software” means Licensor’s software product(s) identified in **Exhibit A**, in Source Code form, together with all Documentation therefor (to the extent available).

1.3 “Source Code” means the human-readable version of a software program.

1.4 “Derivative Works” are works developed by Licensee, its officers, agents, contractors or employees, which are based upon, in whole or in part, the Licensed Software. Derivative Works may be any improvement, revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which such a preexisting work may be recast, transformed, or adapted. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a preexisting work.

1.5 “Licensee’s Technology” means technology developed by Licensee.

1.6 “Licensee’s Product” means a product of Licensee that incorporates the Licensed Software or Derivative Works, and Licensee’s Technology is required in order to use such product. Licensee’s Product is further described in **Exhibit B**.

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2. **LICENSE.**

2.1 Source Code License Grant. During the Term (as defined below), Licensor hereby grants to Licensee, a non-exclusive, worldwide, royalty-free, irrevocable, restricted, non-transferable (other than as set forth in this section below related to sublicenses to Licensee's Customers during the Term), and commercial license to use the Licensed Software pursuant to the terms and conditions set forth herein and solely to use within Licensee's Product. During the Term, Licensee may sublicense the Licensed Software to its Customers if the Licensed Software is bundled with Licensee's Technology in Licensee's Product, and Licensee's Technology is required in order to use such product offered to Customers. For the avoidance of doubt, Licensee may not sublicense the Licensed Software to any third party on a stand-alone basis and will indicate that such sublicense is subject to the terms of the license between Licensor and Licensee. Licensee acknowledges that Licensor's Source Code is available under the current AGPLv3 license and that Licensor cannot restrict uses that are consistent with that license.

2.2 Permitted Uses. Under the License Grant detailed in section 2.1, Licensee may use the Licensed Software: for evaluation and validation of its applicability to specific problems; for research and analysis; for instruction and training; to create Derivative Works; to train the resulting Licensee's Product with data, and to test and debug the Licensee's Product. Licensee may permit Customers to use the Licensee's Product as part of the test and debug effort. Licensee may publish information regarding the results of their research and evaluation, provided that Licensee cites this information as the result of the use of Licensor's technology.

3. SUPPORT AND REPORTING. During the Term, Licensor undertakes no obligation to provide any support, error corrections, or upgrades for the Licensed Software. The parties agree that they will confer either in person or via telephone on at least a quarterly basis to discuss Customer feedback on Licensee's Product with the purpose of understanding the validation of Licensor's technology.

4. PROPRIETARY RIGHTS. The Licensed Software and all materials, data and technology, computer program code, and all other intangible property, and all intellectual property rights subsisting therein are and shall remain the exclusive property of Licensor. The Licensee's Technology and all materials, data and technology, computer program code, and all other intangible property, and all intellectual property rights subsisting therein are and shall remain the exclusive property of Licensee. All right, title, copyright, and interest in all Derivative Works and Licensee's Products created by, or on behalf of, Licensee will be the property of Licensee. Licensee shall be entitled to protect intellectual property in all such Derivative Works and applications in any country as it may see fit including without limitation seeking copyright and/or patent protection; provided, however that Licensee may mark with its own copyright notice and register copyrights in Derivative Works as works which constitute original works of authorship, so long as such Derivative Works are identified in such registration as based upon pre-existing works of Licensor.

5. **REPRESENTATIONS AND WARRANTIES.**

5.1 Warranties by Licensee. Licensee represents, warrants and covenants that

(a) Licensee has full power to enter into this Agreement and to perform its obligations hereunder, (b) Licensee has the right to accept the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet obtained; and (c) this Agreement is the valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms.

5.2 Warranties by Licensor. Licensor represents, warrants and covenants that

(a) Licensor has the full power to enter into this Agreement and to perform its obligations hereunder; (b) Licensor has the right to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet obtained; and (c) this Agreement is the valid and binding obligation of Licensor, enforceable against Licensor in accordance with its terms.

5.3 Disclaimer. THE LICENSED SOFTWARE IS LICENSED "AS IS" AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO (AND LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY) REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE OR THAT THE LICENSED SOFTWARE WILL BE FREE FROM ERRORS.

6. NO INDEMNIFICATION. LICENSOR WILL NOT HAVE ANY OBLIGATION TO INDEMNIFY LICENSEE OR ANY THIRD PARTY FOR ANY USE OR DISTRIBUTION OF THE LICENSED SOFTWARE.

7. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT WILL THE LIABILITY OF LICENSOR, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT EXCEED \$10.

8. TERM AND TERMINATION.

8.1 Term. This Agreement will commence on the Effective Date and, unless sooner terminated in accordance with the provisions of this **Section 8**, will continue thereafter in full force and effect for a period of twelve (12) months (the "**Term**"). When the Term is over, this Agreement will automatically expire and terminate. During the Term, the license granted by Licensor to Licensee herein shall be royalty-free.

8.2 Termination for Licensee Default. If Licensee defaults in any of its obligations under this Agreement, this Agreement will terminate immediately upon written notice from Licensor to Licensee unless, within thirty (30) calendar days after receipt of written notice of such default, Licensee remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of thirty (30) calendar days, Licensee institutes within the thirty (30) calendar days steps necessary to remedy the default and thereafter diligently prosecutes the same to completion.

8.3 Termination for Licensee's Bankruptcy. If Licensee (a) appoints, applies for or consents to the appointment of a receiver, trustee, liquidator, custodian, assignee for the benefit of creditors or similar judicial officer or agent to take possession, custody, control or charge of or liquidate any of its property or assets, (b) commences any voluntary proceeding under any provision of the bankruptcy laws of the United States, or commences any other proceeding, under any law, now or hereafter in force, relating to bankruptcy, insolvency, reorganization, liquidation, or otherwise to the relief of debtors or the readjustment of indebtedness, or (c) makes any assignment for the benefit of creditors or a composition or similar arrangement with such creditors, Licensor may terminate this Agreement immediately upon written notice from Licensor to Licensee.

8.4 Termination for Convenience by Licensee. Licensee can terminate this Agreement at any time with or without cause with sixty (60) days' prior written notice to Licensor.

8.5 Effect of Termination.

(a) Upon termination of this Agreement for any reason, the license granted to Licensee hereunder will terminate immediately. Upon termination of this Agreement, Licensee may continue to use the Licensed Software as per the terms and conditions governed by the existing open source license as attached in **Exhibit C**. Licensor shall have no further obligations to Licensee after the Term of this Agreement has expired. For clarification, all sublicenses granted hereunder by Licensee to Customers that use the Licensed Software will terminate when this Agreement terminates and Licensee Customers may continue to use the software, if they desire to do so, on same terms and conditions of the Open Source License (**Exhibit C**).

(b) Notwithstanding the foregoing, upon termination of this Agreement for any reason: (i) termination of this Agreement by either party will not act as a waiver of any breach of this Agreement and will not act as a release of either party from any liability for breach of such party's obligations under this Agreement; (ii) except where otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not

in lieu of, any other rights or remedies which the party may possess at law or in equity, including, without limitation, rights or remedies under applicable patent, copyright, trade secret or proprietary rights laws, rules or regulations; and (iii) the respective rights and obligations of Licensor and Licensee under the provisions of **Sections 4** through **9** will survive any termination of this Agreement.

9. GENERAL PROVISIONS.

9.1 Notices. Any notice, request, demand or other communication required or permitted hereunder will be in writing and will be deemed to be properly given upon the earlier of (a) actual receipt by the addressee or (b) five (5) business days after deposit in the mail, postage prepaid, when mailed by registered or certified airmail, return receipt requested, or two (2) business days after being sent via private industry courier to the respective parties at the addresses first set forth above or to such other person or address as the parties may from time to time designate in a writing delivered pursuant to this Section.

9.2 Assignment. The parties will not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any or its rights or obligations under this Agreement; provided, however, they may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any of its rights and obligations hereunder as part of a merger, consolidation, corporate reorganization, or sale of all or substantially all of its assets or stock. Any purported assignment, sale, transfer, delegation or other disposition, except as permitted herein, will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

9.3 Change of Control Notification Rights. Upon any Change of Control (as defined below), the terms of this Agreement shall remain in full force and effect and shall be binding upon any successor of Licensor or Licensee, as applicable. A “**Change of Control**” means the sale or other distribution of all or substantially all the assets of Licensor or Licensee, as applicable; any merger, consolidation or acquisition of Licensor or Licensee, as applicable, with, by or into another entity or person; or any change in the ownership of more than fifty percent (50%) of the voting equity of Licensor or Licensee, as applicable, in one or more related transactions.

9.4 Governing Law and Dispute Resolution. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. In the event of any dispute or disagreement between any of the parties hereto not involving equitable or injunctive relief, the parties shall set forth their respective positions and disagreements in writing and give notice of the same to each other and will exert good faith efforts to resolve the dispute or disagreement for a period of thirty (30) days. In the event that the parties are not able to resolve the dispute during such thirty (30) day period then either party may take legal action, including filing suit against the other party, as provided herein. Any legal suit, action or

proceeding arising out of or relating to this Agreement will be commenced in the courts located in San Jose, California, and each party hereto submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

9.5 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement will be in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of the Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

9.6 Severability. If the application of any provision or provisions of this Agreement to any particular facts or circumstances is held to be invalid or unenforceable by any court of competent jurisdiction, then (a) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby, and (b) such provision or provisions will be reformed without further action by the parties hereto and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

9.7 Relationship of the Parties. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties will at all times be and remain independent contractors and neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever.

9.8 Captions and Section Headings. The captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed will be deemed to be an original, and all such counterparts will be construed together and will constitute one Agreement.

9.10 Public Announcements and Confidentiality of Agreement. Neither party may release any press release or public announcement concerning the existence of this Agreement or the relationship of the parties without the prior written approval of the other party. Notwithstanding the foregoing, both parties may reference the relationship in their respective customer development and references, investor relations, partnerships, marketing materials, including web sites and blog posts, with wording that is mutually agreed to by the parties and comply with any trademark guidelines as they are issued from time to time. Notwithstanding anything herein to the contrary, the parties specifically agree that the terms and royalty-free nature of this Agreement shall at all times be and remain confidential and this obligation of confidentiality shall survive the termination of this Agreement.

9.11 Third Party Beneficiaries. The provisions of this Agreement are not intended to be for the benefit of any creditor or other person to whom any debts or obligations are

owed by, or who may have any claims against, either party. Notwithstanding any contrary provisions of this Agreement, no such creditor or person shall obtain any rights under this Agreement or shall, by reason of this Agreement, be permitted to make any claims against either party hereto.

9.12 Entire Agreement. This Agreement, including the Exhibit(s) hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions and agreements, whether oral or written and all communications between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of Licensor and Licensee.

[Signature Page Follows]

SAMPLE USE ONLY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

LICENSOR

NUMENTA, INC.

By: _____
Signature

Name: _____
Print or Type

Title: _____

LICENSEE

By: _____
Signature

Name: _____
Print or Type

Title: _____

SAMPLE USE ONLY

EXHIBIT A
LICENSED SOFTWARE

Included in Licensed Software:

<https://github.com/numenta/nupic>
<https://github.com/numenta/nupic.core>
<https://github.com/numenta/nupic.workshop>
<https://github.com/numenta/nupic.regression>
<https://github.com/numenta/nupic.vision>
<https://github.com/numenta/nupic.geospatial>
<https://github.com/numenta/nupic.cloudbrain>
<https://github.com/numenta/nupic.nlp-examples>
<https://github.com/numenta/nupic.cerebro>
<https://github.com/numenta/nupic.cerebro2>
<https://github.com/numenta/nupic.cerebro2.server>
<https://github.com/numenta/nupic.rogue>
<https://github.com/numenta/numenta-apps>
<https://github.com/numenta/NAB>

Excluded from Licensed Software:

<https://github.com/numenta/nupic.research>
any repository with the word “research” in the title

Exhibit B: Licensee's Technology

SAMPLE USE ONLY

Exhibit C: AGPLv3 Open Source License

GNU AFFERO GENERAL PUBLIC LICENSE

Version 3, 19 November 2007

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a. Preamble

The GNU Affero General Public License is a free, copyleft license for software and other kinds of works, specifically designed to ensure cooperation with the community in the case of network server software.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, our General Public Licenses are intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users.

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 them 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.

Developers that use our General Public Licenses protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License which gives you legal permission to copy, distribute and/or modify the software.

A secondary benefit of defending all users' freedom is that improvements made in alternate versions of the program, if they receive widespread use, become available for other developers to incorporate. Many developers of free software are heartened and encouraged by the resulting cooperation. However, in the case of software used on network servers, this result may fail to come about. The GNU General Public License permits making a modified version and letting the public access it on a server without ever releasing its source code to the public.

The GNU Affero General Public License is designed specifically to ensure that, in such cases, the modified source code becomes available to the community. It requires the operator of a network server to provide the source code of the modified version running there to the users of that server. Therefore, public use of a modified version, on a publicly accessible server, gives the public access to the source code of the modified version.

An older license, called the Affero General Public License and published by Affero, was designed to accomplish similar goals. This is a different license, not a version of the Affero GPL, but Affero has released a new version of the Affero GPL which permits relicensing under this license.

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

b. TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU Affero General Public License.

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

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

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

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

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

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

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

1. Source Code.

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

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

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

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

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

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

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

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

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

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

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

4. Conveying Verbatim Copies.

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

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

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

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

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

6. Conveying Non-Source Forms.

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

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

- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

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

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

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

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

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

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

7. Additional Terms.

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

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or

- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
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