# SOFTWARE LICENSE AGREEMENT

IMPORTANT NOTICE: PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE AGREEMENT" OR "LICENSE") CAREFULLY BEFORE INSTALLING AND USING CERTIFICATE REQUEST. THIS LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND THE DEVELOPER. IF YOU CLICK THE "ACCEPT" BUTTON AND PROCEED WITH THE DOWNLOAD PROCEDURE, INSTALLATION, OR USE OF THE SOFTWARE PRODUCT, (OR AUTHORIZE ANY OTHER PERSON TO DO SO), YOU ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON AND YOU WILL NOT BE ABLE TO CONTINUE. IMPORTANT NOTE: This License Agreement is a grant of a non-exclusive and non- transferable license to use the software. This Software may be used to reproduce and distribute materials. It is a license to you, only for the reproduction and distribution of non-copyrighted materials, materials in which you own the copyright, or materials you authorize or legally permitted to reproduce and distribute. If you are uncertain about your right to copy or distribute any material, you should contact your legal counsel.

1. General. Subject to payment and other terms and conditions of this License Agreement, the software and documentation, whether on disk, in read only memory, or any other media or in any other form (collectively "Certificate Request" or "software") are licensed, not sold, to you by Twocanoes Software, Inc, an Illinois corporation, ("Twocanoes Softwareâ€e) for use only wider the terms of this License Agreement, and Twocanoes Software reserves all rights not expressly granted to you. The rights granted herein are limited to Twocanoes Software's intellectual property rights in Certificate Request as licensed hereunder and do not include any other patents or intellectual property rights. You own the media on which Certificate Request is recorded but Twocanoes Software upgrades provided by Twocanoes Software that replace and/or supplement the original Certificate Request product, unless such upgrade is accompanied by a separate license in which case the terms of that license shall govern.

2. Permitted License Uses and Restrictions.

2.1 Basic License. This License allows you to install and use one copy of Certificate Request on one Apple-Branded computer owned and used by you.

3. Transfer. You may not rent, lease, lend, redistribute, license or sublicense Certificate Request.

#### 4. Consent to Use of Data.

You agree that Twocanoes Software may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of product support and other services to you (if any) related to Certificate Request. Twocanoes Software may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

#### 5. Termination.

This License is effective until terminated. You may terminate this License at any time by destroying the Software thereof. Also, your rights under this License shall terminate automatically without notice from Twocanoes Software if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall immediately cease all use of Certificate Request and destroy all copies, full or partial, and all of its component parts, of Certificate Request. Upon request of Twocanoes Software, you shall execute for delivery to Twocanoes Software an affidavit that you have complied with this paragraph and have destroyed Certificate Request. If you commence or participate in any legal proceedings against Twocanoes Software, Twocanoes Software may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this License Agreement during the pendency of such legal proceedings.

6. Disclaimer of Warranties and Limitation of Liability.

### 6.1 Inherent Risk.

The use of Certificate Request, as with any backup software product, carries inherent risks that can be mitigated by careful preparation, use of the software, and manual verification of data on the backup volume. These risks include, but are not limited to loss of preexisting data on a backup volume, media failure leading to data loss on the source or destination volume and backup failure due to error. These risks, and mitigation efforts to avoid them are described in the documentation included with Certificate Request.

#### 6.2 Disclaimer of Warranties.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF CERTIFICATE REQUEST IS AT YOUR OWN RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TWOCANOES SOFTWARE DISCLAIMS, AND YOU EXPRESSLY WAIVE ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, VIRUSES, TITLE, SYSTEM INTEGRATION, NON-INTERFERENCE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TWOCANOES SOFTWARE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TWOCANOES SOFTWARE OR AN AUTHORIZED REPRESENTATIVE OF TWOCANOES SOFTWARE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WITHOUT LIMITING THE FOREGOING, YOU ARE SOLELY RESPONSIBLE FOR DETERMINING AND VERIFYING THAT THE SOFTWARE THAT YOU OBTAIN AND INSTALL IS THE APPROPRIATE VERSION FOR YOUR MODEL OF GRAPHICS CONTROLLER BOARD, OPERATING SYSTEM, AND COMPUTER HARDWARE.

#### 6.3 Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TWOCANOES SOFTWARE SHALL HAVE NO LIABILITY, WHATSOEVER, UNDER THIS LICENSE AGREEMENT OR OTHERWISE, ARISING OUT OF OR RELATING TO THE SALE OR USE OF ITS SOFTWARE, FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) ANY LOST PROFITS, BUSINESS PROFITS, LOST SAVINGS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF PERSONAL OR BUSINESS INFORMATION, LOST REVENUES, AND DAMAGE TO YOUR COMPUTER (WHETHER RESULTING FROM IMPAIRED OR LOST DATA, SOFTWARE OR COMPUTER FAILURE OR ANY OTHER CAUSE), WHETHER OR NOT TWOCANOES SOFTWARE HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. THE LIABILITY OF TWOCANOES SOFTWARE FOR ANY REASON AND UPON ANY CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO IN CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHERWISE, SHALL BE LIMITED TO REFUND TO YOU THE AMOUNT PAID BY YOU UNDER THIS LICENSE AGREEMENT. THE PARTIES AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISK BETWEEN THE PARTIES AND THAT THE LICENSE FEE IS SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE EXCLUSION OF CERTAIN DAMAGES AS SET FORTH IN THIS AGREEMENT. THE FOREGOING LIMITATIONS ARE APPLICABLE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

#### 7. Export Requirements and Assurances.

You acknowledge and agree that the software may be subject to U.S. Export Administration Regulations. You agree that the software is not being or will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor will it be used for nuclear activities, chemical or biological

weapons, or missile projects, unless authorized by the U.S government. Prescribed countries are set forth in U.S. Export Administration Regulations. You hereby certify that you are not on the U.S. Department of Commerce's Denied Persons List. You acknowledge that the software may be licensable under the U.S. Government Export Regulations. You must strictly comply with all legal requirements established under these controls, or any other controls, and may not export, re-export, divert, transfer or disclose, directly or indirectly, the software, its documentation and any related technical information or materials without ï¬rst complying with all U.S. laws and regulations and without the prior approval of the U.S. Department of Commerce.

## 8. Copyright/Ownership.

This software and its source code are proprietary products of Twocanoes Software and are protected by copyright laws and international treaty provisions. All copyright, patent, trade secret and all other intellectual proprietary rights of whatever nature in the software and related documentation, including derivative works, are and shall remain the exclusive property of Twocanoes Software and any third party suppliers. Accordingly, you are required to treat the software like any other copyrighted materials, except as otherwise allowed in this License Agreement.

9. Fees and Payment Terms.

All fees must be paid in advance.

10. Miscellaneous.

10.1 Choice of Law.

This License Agreement shall be deemed to have been executed in the United States of America and shall be governed by the laws of the State of Illinois, without regard to the conflict of laws provision thereof. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to, or govern, this License Agreement. In the event that either party initiates an action in connection with this License agreement, or any other dispute between the parties, the exclusive jurisdiction and venue shall be Wheaton, Illinois. Notwithstanding the foregoing, either party may enforce a judgment rendered by such court in any court of competent jurisdiction, and Twocanoes Software may seek injunctive or other equitable relief in any jurisdiction in order to protect its intellectual property rights. 10.2 Waiver.

No waiver or breach of any term or condition of this License Agreement shall operate as a waiver of any other breach or such term or condition, or of any other term or condition, nor shall any failure to enforce any provisions hereunder operate as a waiver of such provision or any other provision hereunder.

10.3 Severability.

In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this License Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this License Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. 10.4 Headings.

Headings used in this License Agreement are for the purpose of reference only and are not to be construed in construction or interpretation of this License Agreement.

10.5 Entire Agreement; Amendment.

This License Agreement constitutes the entire understanding and agreement between you and Twocanoes Software with respect to the software and is the complete agreement between the parties and supersedes all prior or contemporaneous understandings and agreements relating to the subject matter, whether oral or written. This License Agreement may be amended and modiï¬ed only in a writing executed by both parties.

11. Third Party Acknowledgements.

/\*

<sup>\*</sup> Copyright (c) 2015-2016 Yubico AB

<sup>\*</sup> All rights reserved.

<sup>\*</sup> 

 $<sup>\</sup>ast$  Redistribution and use in source and binary forms, with or without

 $<sup>\</sup>ast$  modification, are permitted provided that the following conditions are

\* met:

\*

\*

- \* \* Redistributions of source code must retain the above copyright
- \* notice, this list of conditions and the following disclaimer.
- \* \* Redistributions in binary form must reproduce the above
- \* copyright notice, this list of conditions and the following
- \* disclaimer in the documentation and/or other materials provided
- \* with the distribution.

\* THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS \* "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT \* LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR \* A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT \* OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, \* SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT \* LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, \* DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY \* THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT \* (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE \* OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

\*/

/\* pkcs11.h Copyright 2006, 2007 g10 Code GmbH Copyright 2006 Andreas Jellinghaus

This file is free software; as a special exception the author gives unlimited permission to copy and/or distribute it, with or without modifications, as long as this notice is preserved.

This file is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, to the extent permitted by law; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. \*/

Copyright (c) 2010 Apple Inc. All rights reserved.

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

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. Neither the name of Apple Inc. ("Apple") nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

# THIS SOFTWARE IS PROVIDED BY APPLE AND ITS CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL APPLE OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) Copyright 1989-1993 OPEN SOFTWARE FOUNDATION, INC.
(c) Copyright 1989-1993 HEWLETT-PACKARD COMPANY
(c) Copyright 1989-1993 DIGITAL EQUIPMENT CORPORATION To anyone who acknowledges that this file is provided "AS IS" without any express or implied warranty:

permission to use, copy, modify, and distribute this file for any purpose is hereby granted without fee, provided that the above copyright notices and this notice appears in all source code copies, and that none of the names of Open Software Foundation, Inc., Hewlett-Packard Company, or Digital Equipment Corporation be used in advertising or publicity pertaining to distribution of the software without specific, written prior permission. Neither Open Software Foundation, Inc., Hewlett-Packard Company, nor Digital Equipment Corporation makes any representations about the suitability of this software for any purpose.

Copyright (c) 2007, Novell, Inc. All rights reserved.

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

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. Neither the name of the Novell, Inc. nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The following is applicable to ncklib/com/cominit\_ux.c:

Copyright (c) 1983, 1993

The Regents of the University of California. All rights reserved.

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

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. All advertising materials mentioning features or use of this software must display the following acknowledgement:
  - This product includes software developed by the University of California, Berkeley and its contributors.
- 4. Neither the name of the University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

The following is applicable to uuid/get\_802\_addr.c:

The OpenLDAP Public License Version 2.8, 17 August 2003

Redistribution and use of this software and associated documentation ("Software"), with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions in source form must retain copyright statements and notices,
- 2. Redistributions in binary form must reproduce applicable copyright statements and notices, this list of conditions, and the following disclaimer in the documentation and/or other materials provided with the distribution, and

3. Redistributions must contain a verbatim copy of this document.

The OpenLDAP Foundation may revise this license from time to time. Each revision is distinguished by a version number. You may use this Software under terms of this license revision or under the terms of any subsequent revision of the license.

THIS SOFTWARE IS PROVIDED BY THE OPENLDAP FOUNDATION AND ITS CONTRIBUTORS ``AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OPENLDAP FOUNDATION, ITS CONTRIBUTORS, OR THE AUTHOR(S) OR OWNER(S) OF THE SOFTWARE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The names of the authors and copyright holders must not be used in advertising or otherwise to promote the sale, use or other dealing in this Software without specific, written prior permission. Title to copyright in this Software shall at all times remain with copyright holders.

OpenLDAP is a registered trademark of the OpenLDAP Foundation.

Copyright 1999-2003 The OpenLDAP Foundation, Redwood City, California, USA. All Rights Reserved. Permission to copy and distribute verbatim copies of this document is granted.