ENHYDRA PUBLIC LICENSE
Version 1.1

_____

1. Definitions
This license is a union of the following two parts that should be found as text files in the same place (directory), in the order of preeminence:

 [1] This file itself, named ENHYDRA_PUBLIC_LICENSE_1_1.TXT

[2] The contents of the file OPL_1_0.TXT, stating the general licensing policy of the software.

2. Precedence of the license parts
In case of conflicting dispositions in the parts of this license, the terms of the lower-numbered part will always be superseded by the terms of the higher numbered part.

3. Lutris Technologies, Inc. is License Author
For the purposes of this License the "License Author" defined in section 1.13 of OPL_1_0.TXT shall be Lutris Technologies, Inc., 1200 Pacific Ave., Santa Cruz, CA. 95060. (http://www.lutris.com)

4. Section 11 of the OPL_1_0.TXT:

11. MISCELLANEOUS.
This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California, excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the United States of America: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in San Francisco County, California, under the auspices of JAMS/EndDispute; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in San Francisco County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application

of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

5. **Exhibit A**

"The contents of this file are subject to the Enhydra Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License on the Enhydra web site (http://www.enhydra.org).

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

The Initial Developer of the Enhydra Application Server is Lutris Technologies, Inc. The Enhydra Application Server and portions created by Lutris Technologies, Inc. are Copyright Lutris Technologies, Inc. All Rights Reserved.

Contributor(s): _____." "

6. **Exhibit B**

Part of the software embedded in this product is Enhydra (Java[TM]/XML Application Server), a trademark of Lutris Technologies Inc.

Portions created by Lutris are Copyright 1997-2000 Lutris Technologies (http://www.lutris.com). All Rights Reserved.

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

7. **Trademarks**

You shall not remove or alter any Lutris or Enhydra trademark or trade name placed in the Original Code by Lutris. All copies of the Covered Code distributed by You shall include any such Lutris and Enhydra trademarks and trade names, as well as all required

notices provided for in Sections 3.5 and 3.6. Except for the foregoing obligation, You are granted no rights to reproduce or display any Lutris or Enhydra trademarks or trade names.

8. Section 1.10 of OPL
The following shall be added to section 1.10: "Original Code" shall include, but is not limited to, all the files in the following Java packages:
<package names are listed on the Enhydra.org web site at http://www.enhydra.org/software/license/coveredCode.html>

9. Section 3.2 of OPL 1.0
As used in section 3.2 of the OPL "Contact Means" shall mean the email address info@lutris.com

OPEN PUBLIC LICENSE
Version 1.0

---

1. Definitions.

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

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

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

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

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

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

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

1.8. "License" means this document and the corresponding addendum describe in section **6.4** below.

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

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

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

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

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

1.12. "You" means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

1.13 "License Author" means Lutris Technologies, Inc.

2. Source Code License.
2.1. The Initial Developer Grant.
The Initial Developer hereby grants You a worldwide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

> **(a)** under intellectual property rights (other than patent or trademark) to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and

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

2.2. Contributor Grant.
Each Contributor hereby grants You a worldwide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

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

> **(b)** under patents now or hereafter owned or controlled by Contributor, to to make, have made, use and sell (``offer to sell and import'') the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

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

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available, prior to any use, except for internal development and practice, in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You shall notify the Initial Developer of the Modification and the location of the Source Code via the contact means provided for in the Developer Specific license. Initial Developer will be acting as maintainer of the Source Code and may provide an Electronic Distribution mechanism for the Modification to be made available.

3.3. Description of Modifications.

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

3.4. Intellectual Property Matters

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

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

3.5. Required Notices.

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

that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.
You may distribute Covered Code in Executable form only if the requirements of Section **3.1-3.5** have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section **3.2**. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer. If you distribute executable versions containing Covered Code, you must reproduce the notice in **Exhibit B** in the documentation and/or other materials provided with the product.

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

4. Inability to Comply Due to Statute or Regulation.

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

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

6. Versions of the License.
6.1. New Versions.
License Author may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number and shall be submitted to opensource.org for certification.

6.2. Effect of New Versions.
Once Covered Code has been published under a particular version of the License,

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

6.3. Derivative Works.
If you create or use a modified version of this License, except in association with the required Devloper Specific License described in section 6.4, (which you may only do in order to apply it to code which is not already Covered Code governed by this License), you must (a) rename Your license so that the phrases ``Open'', ``OpenPL'', ``OPL'' or any confusingly similar phrase do not appear anywhere in your license and (b) otherwise make it clear that your version of the license contains terms which differ from the Open Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in **Exhibit A** shall not of themselves be deemed to be modifications of this License.)

 6.4. Required Additional Developer Specific License
This license is a union of the following two parts that should be found as text files in the same place (directory), in the order of preeminence:

[1] A Developer specific license.

[2] The contents of this file OPL_1_0.TXT, stating the general licensing policy of the software.

In case of conflicting dispositions in the parts of this license, the terms of the lower-numbered part will always be superseded by the terms of the higher numbered part.

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

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

8.2. Termination Upon Litigation. If You initiate litigation by asserting a patent infringement claim (excluding declatory judgment actions) against Initial Developer or

a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

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

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

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

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

9. LIMITATION OF LIABILITY.

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

10. U.S. GOVERNMENT END USERS.

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

11. MISCELLANEOUS.

This section was intentionally left blank. The contents of this section are found in the corresponding addendum described above.

12. RESPONSIBILITY FOR CLAIMS.

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

EXHIBIT A.

Text for this Exhibit A is found in the corresponding addendum, described in section 6.4 above, text file provided by the Initial Developer. This license is not valid or complete with out that file.

EXHIBIT B.

Text for this Exhibit B is found in the corresponding addendum, described in section 6.4 above, text file provided by the Initial Developer. This license is not valid or complete with out that file.