

This is the Backplane, Inc. Free License. This license, when applicable, covers all Backplane, Inc. source code available in open-source form that is distributed under the Backplane open-source copyright and patent provisions.

License Terms

1. All material is © Copyright 1999-2003, Backplane, Inc. All Rights Reserved.
2. The Free License applies so long as the Backplane software is NOT the basis of, or integrated with, a commercially available product or service. If the Backplane software is the basis of, or integrated with, a commercially available product or service you MUST obtain a Commercial License. EXCEPTION: a commercial product or service that is 100% GPL or OSI (<http://opensource.org>) compatible MAY USE Backplane software under the Free License.
3. Redistribution of source code must retain this entire license document as well as the entire copyright document (see [copyright.html](#)). The copyright notice in all source files, including static data embedded in resulting libraries and binaries, must be retained.
4. All advertising materials mentioning features or use of this software must display the following acknowledgement:

"This product includes software developed by Backplane, Inc. and its contributors."

5. NON TRANSFERABILITY: This Free License is non-transferable. This means that it applies to you, not to the people you distribute the product to. These people are subject to the same Copyright and MAY OR MAY NOT qualify for their own, free, unregistered license.
6. CONTRIBUTIONS & MODIFICATIONS. Backplane, Inc. recognizes the huge benefit in open-source collaboration. Backplane has gone to great pains to allow Backplane software to be used freely, up to a point, while retaining the right to market and license it commercially. Backplane believes the copyright and this license together represent a compromise heavily weighted to the benefit of the open-source community.

In order for Backplane to maintain commercial control over this software, it is a condition of the free license that any modifications (any changes, edits, deletes, or replacements to Backplane source code) you make to the software be unencumbered. This means that you must either release your modifications into the public domain under these license terms or assign copyright for the modifications to Backplane.

Note that Backplane assumes that any patch submitted to us via email, submitted on a related public mailing list, or committed by the author to the CVS tree to be free of any encumbrance and which can be incorporated into our master source solely under our own copyright.

7. Patent Issues

"Contribution" means:

- a. in the case of Backplane, Inc. ("BACKPLANE"), the Original Program, and
- b. in the case of each Contributor,
 - i. changes to the Program, and
 - ii. additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf.

"Contributor" means BACKPLANE and any other entity that distributes the Program.

"Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Original Program" means the original version of the software accompanying this Agreement as released by BACKPLANE, including source code, object code and documentation, if any.

"Program" means the Original Program and Contributions.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

GRANT OF IP RIGHTS

- a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.
- b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.
- c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.
- d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement above.

GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient

agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

BACKPLANE may publish new versions (including revisions) of this Agreement from time to time. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. No one other than BACKPLANE has the right to modify this Agreement. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of California and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

8. DISTRIBUTION EXCEPTION. It is the intent of Backplane to allow open source distributions, such as Red Hat and FreeBSD, to freely distribute Backplane software under a free Commercial License. Contact Backplane for further information.

9. THIS SOFTWARE IS PROVIDED BY BACKPLANE 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 BACKPLANE 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

BACKPLANE

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS BACKPLANE, Inc. Free LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.