

**Software and Computer Systems Company, LLC
Software License Agreement for *FastPak for Java*
Single System, Multiple User Server License**

Please read this license agreement carefully. This license agreement will be referred to throughout this document simply as the "license". If you do not agree with the terms of this license, do not buy this product. By purchasing this ***FastPak for Java*** distribution including all binaries, documentation, libraries, and examples included in the product, you are agreeing to be bound to the terms of this license.

Definition of Application and Applications

FastPak for Java is an application loader. The term "application" throughout this license will refer to a program, assembled using any means, archived or unarchived, that ***FastPak for Java*** can load. The term "applications" is the plural of "application" and hence means more than one application, which may or may not be of the the same type.

A **principal user** is the single person that this software is licensed to. By accepting this license, the principal user agrees to ensure that the terms of this license are upheld. This license, which will be referred to as a "server license", allows copies of ***FastPak for Java*** to be installed on a single system and accessed by as many end users as the principal user deems needed. This license was created to make it easier for ***FastPak for Java*** installations running server software to be accessed by more than one administrator, developer, or end user. The principal user may designate other individuals, which will be referred to as **designees** in this document, at their discretion to perform maintenance, backups, updates, and other administrative tasks that do not violate the terms of this agreement.

Exclusions

The terms of this license exclude any application or applications, partial or complete, as described above that are launched and executed using the product ***FastPak for Java*** with the following exceptions:

1. It is a violation of this license agreement to allow an application or applications to gain access to any components of ***FastPak for Java*** and transfer them from one machine or media to another machine or media unless such a transfer is done solely for the purpose of backing up an existing ***FastPak for Java*** installation for archival purposes.
2. It is a violation of this license agreement to allow an application or applications, under computer or human control, to deliberately modify, extract, or reverse engineer, by any means, any components of ***FastPak for Java*** either on the computer system currently storing the components of ***FastPak for Java*** or a system connected via a network.
3. An application or applications cannot be run under ***FastPak for Java*** if it violates any portion or portions of any licenses associated with the application or applications being executed by ***FastPak for Java***. Using ***FastPak for Java*** to launch an application or applications does not free the users from being bound by the terms of any license agreement associated with an application or applications running under ***FastPak for Java***. An application or applications may not be used with ***FastPak for Java*** if doing so violates the terms of this license agreement.

The terms of this license are as follows:

1. This is a server license, meaning the software is to be installed on a single system but it can be used by more than one user. The principal user or his/her designees, may install multiple copies of this product on a single machine. This limitation does not apply to any of the applications that are to be run under **FastPak for Java** provided they meet requirements defined above in the "Exclusions" section of this document. The principal user and/or his/her designees can make copies of any and all components comprising **FastPak for Java** for archiving purposes only and not for free or commercial redistribution by any means. This portion of this license does not apply to any application or applications run under **FastPak for Java**, provided the application or applications do not fall into any of the exclusionary information provided previously.
2. Software and Computer Systems Company, LLC holds and owns any and all copyrights and patents associated with any and all components comprising this product. Patent claims may be based on active, pending, or contemplated actions by Software and Computer Systems Company, LLC. The principal user and his/her designees may print out any of the manuals and source code examples included in this product for their own use and distribute those documents to other users, but they may not copy, edit, or extract portions of these components and claim them to be part of their own, or someone else's work. An exception to this applies to any source code examples included in the **FastPak for Java** distribution.
3. This software is not intended for use in the operation of any equipment where the failure of this software could lead to personal injury, death, damage to property, or damage to the environment. This software is not intended for use in such things as flight control systems, air traffic control systems, 911 services, the operation of nuclear facilities, the operation or control of medical equipment including but not limited to life support systems, aircraft navigation systems, or any other systems where the failure of this software could cause significant damage or death
4. The principal user and his/her designees are allowed, during a system upgrade, whether it be partial or complete, to transfer this software in its entirety to the targeted updated machine or its media, provided that once the transfer is complete the copies on the older machine or media are removed and destroyed and access to other users is prohibited.
5. Any users accessing this software may not sell, rent, lease, lend, redistribute or sub license any components of the **FastPak for Java** distribution.
6. This license may be transferred from one principal user to another provided that the original licensed principal user completely removes and destroys any and all copies of any components comprising **FastPak for Java** they may have in their possession once the transfer to the new licensee is complete. Upon reception of the transferred software, the recipient becomes the new licensee and principal user, and must agree to be bound by the terms of this license agreement before installing and using the product. If they do not wish to be bound by the terms of this license agreement they should either return the software to the original licensee, hence returning the license, or completely destroy all components of the copy of **FastPak for Java** they may have in their possession.
7. No components included in the **FastPak for Java** distribution may be removed and re-distributed, either freely or commercially, as stand alone, independent, or grouped components.
8. This license will be considered terminated by the licensee if they remove all portions of the distribution from all systems and destroy all copies of such

distributions in their original or modified form, complete or incomplete, that may exist as archives or as backups. This license may be terminated at any time by Software and Computer Systems Company LLC in the event it becomes clear that the terms of this license have been violated. If a license is terminated by Software and Computer Systems Company LLC, then any and all licensees associated with the violation that have the product stored on systems they have access to must stop using the product upon notification of such a license termination. This includes recipients of the product that received the product via distribution tactics that violate the terms of this license. Software and Computer Systems Company reserves the right to enforce the removal of all portions, complete or incomplete, of the product **FastPak for Java** from any systems that may be storing it for end user use, archival, or backup purposes.

9. If this product is upgraded with a newer version of **FastPak for Java**, the principal user may retain the original copy or copies of **FastPak for Java** and continue to use them if so desired, but the product subjected to the update may not be transferred to another user or system unless that user purchases a license for the product.

10 Software and Computer Systems Company LLC warrants that downloaded binaries will not be corrupted in the process of downloading. If the binaries are corrupted in the download process, Software and Computer Systems Company LLC will replace the binary free of charge either by sending a new binary in electronic format or by sending the product to the licensee on a CD-ROM or DVD. The type of replacement of the binary will be determined by Software and Computer Systems Company LLC.

11. Software and Computer Systems Company LLC warrants that any distributions for **FastPak for Java** that are ordered on a CD-ROM or DVD media will be free of defects in the media for a period of 90 days after receiving the initial order. If the media is determined to be faulty, Software and Computer Systems Company LLC will either replace the media free of charge or send a new binary of the **FastPak for Java** distribution to the licensee in electronic format. The determination for the means of replacement will be determined solely by Software and Computer Systems Company LLC.

12. The product **FastPak for Java** is licensed on an "as is" basis and there are no warranties, express or implied, regarding the particular fitness of this product for any given task or tasks. By accepting this license, the licensee and their employer, if applicable, agree to accept any and all risk and losses of any form that may be associated with using this product.

13. The product **FastPak for Java** and any of the components comprising the product may not be exported outside of the United States of America.

14. This license will be governed by and interpreted in accordance with the laws of the State of Virginia.

All Software and Computer Systems Company, LLC logos are a trademark (TM) of Software and Computer Systems Company, LLC. **JWaveScope** and **FastPak for Java** are trademark (TM) of Software and Computer Systems Company, LLC. All software produced and licensed by Software and Computer Systems Company, LLC is copyright© Software and Computer Systems Company, LLC 2005 – 2007. The contents of all pages and images contained in this document are copyright© Software and Computer Systems Company, LLC, 2007,

Sun, Sun Microsystems, Solaris and Java are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and certain other countries. X Windows and the X Window System are trademarks of the X

Consortium. UNIX is a registered trademark in the United States and other countries of the X/Open Company, Ltd. Apple Macintosh and OS X are trademarks of Apple Computer, Inc. Novell is a registered trademark of Novell, Inc., and SUSE is a trademark of SUSE LINUX Products GmbH, a Novell business. Microsoft and Windows are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. Motif is a registered trademark of The Open Group.

Unless explicitly stated, original products and services offered, sold, or licensed to customers by Software and Computer Systems, LLC are the exclusive right of Software and Computer Systems Company, LLC. Clients, users, or interested parties should not assume an affiliation exists between Software and Computer Systems Company, LLC and any of the computer manufacturers, operating system distributors, or other vendors that may be used in the production or completion of a work produced by Software and Computer Systems Company, LLC for a customer or product.