



APM

POSEIDON HOUSE · CASTLE PARK · CAMBRIDGE · CB3 0RD · UNITED KINGDOM
+441223 515010 · Fax +44 1223 359779 · Email: apm@ansa.co.uk · URL: <http://www.ansa.co.uk>

24 March, 1998

ANSA Consortium
DIMMA Real Time Multi Media ORB

Version 2.01

Source Licence

This licence ("Licence") contains rights and restrictions associated with use of the ANSA Consortium's DIMMA software sources and documentation ("DIMMA Source"). Read the Licence carefully before installing the DIMMA Source. By installing the DIMMA Source you agree to the terms and conditions of this Licence.

1. Limited Source Licence Grant. The ANSA Consortium grants to you ("Licencee") a non-exclusive, non-transferable limited license to use the DIMMA Source without fee for evaluation of the software and for development of DIMMA compatible applications.

Licencee may make archival copies of the DIMMA Source and may re-distribute complete, unmodified copies of the DIMMA Source to software developers within Licencee's organization to avoid unnecessary download time, provided that this Licence conspicuously appear with all copies of the DIMMA Source. Except for the foregoing, Licencee may not re-distribute the DIMMA Source in whole or in part, either separately or included with a product.

2. DIMMA Integrity. Licencee may not modify the DIMMA Source causing the addition to or modification of the software or documentation in the Source. In the event that Licencee creates any DIMMA-related API and distributes such API to others for application development, Licencee must promptly publish an accurate specification for such API for free use by all developers of DIMMA-based software.

3. Licence to Distribute. Licencee is granted a royalty-free right to reproduce and distribute the compiled binary versions of the DIMMA Source (DIMMA Binary) provided that Licencee: (i) distributes binary compiled from unmodified DIMMA Source only as part of, and for the sole purpose of running, Licencee's DIMMA compatible application ("Program") into which the DIMMA Binary is incorporated; (ii) does not remove or alter any proprietary legends or notices contained in the Software; (iii) includes the provisions of Sections 2, 3, 4, 6, 7 and 9 in Licencee's licence agreement for the Program; and (iv) agrees to indemnify, hold harmless, and defend the ANSA Consortium and its licensors from and against any claims or lawsuits, including legal fees, that arise or result from the use or distribution of the Program. In producing DIMMA Binary from DIMMA Source, Licencee may omit entire classes from the DIMMA Source and substitute alternative implementations presenting identical interfaces for classes in the DIMMA



Source. Where classes are replaced, Licencee must state this explicitly in Licencee's licence agreement for Program.

4. Restrictions. DIMMA Source is confidential copyrighted information of the ANSA Consortium and title to all copies is retained by the ANSA Consortium and/or its licensors. Licencee shall not modify or extract, or otherwise reverse engineer DIMMA Source or derived DIMMA Binary. DIMMA Source may not be leased, assigned, or sublicensed, in whole or in part. DIMMA Source is not designed or intended for use in mission critical situations, including, but not limited to on-line control of aircraft, air traffic, aircraft navigation or aircraft communications, or the design, construction, operation or maintenance of any nuclear facility. Licencee warrants that it will not use DIMMA Sources or redistribute DIMMA Binary for such purposes.

4. Trademarks and Logos. This Licence does not authorize Licencee to use any ANSA Consortium member name, trademark or logo.

5. Disclaimer of Warranty. DIMMA Source is provided "AS IS," without a warranty of any kind. ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED.

6. Limitation of Liability. THE ANSA CONSORTIUM AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENCEE OR ANY THIRD PARTY AS A RESULT OF USING OR DISTRIBUTING SOFTWARE. IN NO EVENT WILL THE ANSA CONSORTIUM OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF THE ANSA CONSORTIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination. Licencee may terminate this Licence at any time by destroying all copies of DIMMA Source. This Licence will terminate immediately without notice from The ANSA Consortium if Licencee fails to comply with any provision of this Licence. Upon such termination, Licensee must destroy all copies of DIMMA Source.

8. Export Regulations. Software, including technical data, may be subject to export or import regulations in some countries. Licencee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import DIMMA Source.

9. Governing Law. Any action related to this Licence will be governed by English law. No choice of law rules of any jurisdiction will apply.

10. Severability. If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, then such provisions are herewith waived to the extent necessary for the Licence to be otherwise enforceable in such jurisdiction. However, if in The ANSA Consortium's opinion deletion of any provisions of the Licence by operation of this paragraph unreasonably compromises the rights or increases the liabilities of The ANSA Consortium or its licensors, The ANSA Consortium reserves the right to terminate the Licence without remedy to the Licencee.

11. More information. ANSA Consortium Licensing policy is set by the ANSA Consortium Management Board. In the first instance contact the ANSA Consortium Programme Manager, APM Ltd, Poseidon House, Castle Park, Cambridge CB3 ORD, United Kingdom.