

Copyright © 2008-10 Pervasive Software, Inc. All rights reserved.

特許出願中

この Pervasive 製品には以下のサード パーティ コンポーネントおよびオープン ソース ソフトウェア コンポーネントが含まれています。

Boost Software License - Version 1.0 - August 17th, 2003

Copyright (c) 1998-2002 Dr. John Maddock

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Ultimate Grid v5.00

Ultimate Grid v5.00 is licensed by Dundas Software Ltd.

This software contains material that is copyright © 1994-1999 DUNDAS SOFTWARE LTD., all rights reserved.

Java SE Runtime Environment from Oracle Corporation ("Oracle")

Pervasive DataExchange includes the JAVA SE RUNTIME ENVIRONMENT (JRE) Version 6 and is subject to the terms and conditions of the Binary Code License Agreement and the Supplemental License Terms from Oracle for the JAVA SE RUNTIME ENVIRONMENT (JRE) VERSION 6 and JAVAFX RUNTIME, a copy of which is set forth below.

Oracle Corporation Binary Code License Agreement
for the JAVA SE RUNTIME ENVIRONMENT (JRE) VERSION 6 and JAVAFX RUNTIME

ORACLE CORPORATION ("ORACLE") IS WILLING TO LICENSE THE SOFTWARE IDENTIFIED BELOW TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS BINARY CODE LICENSE AGREEMENT AND SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT"). PLEASE READ THE AGREEMENT CAREFULLY. BY USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND AGREE TO THEM. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, THEN YOU MUST NOT USE THE SOFTWARE ON THIS SITE OR ANY OTHER MEDIA ON WHICH THE SOFTWARE IS CONTAINED.

- 1. DEFINITIONS.** "Software" means the identified above in binary form, any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Oracle, and any user manuals, programming guides and other documentation provided to you by Oracle under this Agreement. "General Purpose Desktop Computers and Servers" means computers, including desktop and laptop computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing, and office suite productivity tools). The use of Software in systems and solutions that provide dedicated functionality (other than as mentioned above) or designed for use in embedded or function-specific software applications, for example but not limited to: Software

embedded in or bundled with industrial control systems, wireless mobile telephones, wireless handheld devices, netbooks, kiosks, TV/STB, Blu-ray Disc devices, telematics and network control switching equipment, printers and storage management systems, and other related systems are excluded from this definition and not licensed under this Agreement. "Programs" means (a) Java technology applets and applications intended to run on the Java Platform Standard Edition (Java SE) platform on Java-enabled General Purpose Desktop Computers and Servers, and (b) JavaFX technology applications intended to run on the JavaFX Runtime on JavaFX-enabled General Purpose Desktop Computers and Servers.

2. **LICENSE TO USE.** Subject to the terms and conditions of this Agreement, including, but not limited to the Java Technology Restrictions of the Supplemental License Terms, Oracle grants you a non-exclusive, non-transferable, limited license without license fees to reproduce and use internally Software complete and unmodified for the sole purpose of running Programs. Additional licenses for developers and/or publishers are granted in the Supplemental License Terms.
3. **RESTRICTIONS.** Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Oracle and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Licensed Software is not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Oracle Corporation disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Oracle or its licensors is granted under this Agreement. Additional restrictions for developers and/or publishers licenses are set forth in the Supplemental License Terms.
4. **LIMITED WARRANTY.** Oracle warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Oracle's entire liability under this limited warranty will be at Oracle's option to replace Software media or refund the fee paid for Software. Any implied warranties on the Software are limited to 90 days. Some states do not allow limitations on duration of an implied warranty, so the above may not apply to you. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.
5. **DISCLAIMER OF WARRANTY.** UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.
6. **LIMITATION OF LIABILITY.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL ORACLE OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Oracle's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.
7. **TERMINATION.** This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Oracle if you fail to comply with any provision of this Agreement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. Upon Termination, you must destroy all copies of Software.
8. **EXPORT REGULATIONS.** All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.
9. **TRADEMARKS AND LOGOS.** You acknowledge and agree as between you and Oracle that Oracle owns the ORACLE, SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET trademarks and all ORACLE, SOLARIS, JAVA, JINI, FORTE, and iPLANET-related trademarks, service marks, logos and other brand designations ("Oracle Marks"), and you agree to comply with the Third Party Usage Guidelines currently located at <http://www.oracle.com/html/3party.html> Any use you make of the Oracle Marks inures to Oracle's benefit.

10. **U.S. GOVERNMENT RESTRICTED RIGHTS.** If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).
11. **GOVERNING LAW.** Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
12. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.
13. **INTEGRATION.** This Agreement is the entire agreement between you and Oracle relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

SUPPLEMENTAL LICENSE TERMS

These Supplemental License Terms add to or modify the terms of the Binary Code License Agreement. Capitalized terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Binary Code License Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Binary Code License Agreement, or in any license contained within the Software.

- A. **Software Internal Use and Development License Grant.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software "README" file incorporated herein by reference, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce internally and use internally the Software complete and unmodified for the purpose of designing, developing, and testing your Programs.
- B. **License to Distribute Software.** Subject to the terms and conditions of this Agreement and restrictions and exceptions set forth in the Software README file, including, but not limited to the Java Technology Restrictions of these Supplemental Terms, Oracle grants you a non-exclusive, non-transferable, limited license without fees to reproduce and distribute the Software (except for the JavaFX Runtime), provided that (i) you distribute the Software complete and unmodified and only bundled as part of, and for the sole purpose of running, your Programs, (ii) the Programs add significant and primary functionality to the Software, (iii) you do not distribute additional software intended to replace any component(s) of the Software, (iv) you do not remove or alter any proprietary legends or notices contained in the Software, (v) you only distribute the Software subject to a license agreement that protects Oracle's interests consistent with the terms contained in this Agreement, and (vi) you agree to defend and indemnify Oracle and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Software.
- C. **Java Technology Restrictions.** You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Oracle in any naming convention designation.
- D. **Source Code.** Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement.
- E. **Third Party Code.** Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file. In addition to any terms and conditions of any third party open-source/freeware license identified in the THIRDPARTYLICENSEREADME.txt file, the disclaimer of warranty and limitation of liability provisions in paragraphs 5 and 6 of the Binary Code License Agreement shall

apply to all Software in this distribution.

F. Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

G. Installation and Auto-Update. The Software's installation and auto-update processes transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://java.com/data/>.

For inquiries please contact: Oracle Corporation, 500 Oracle Parkway, Redwood Shores, California 94065, USA.