



Dialogic® PowerMedia™ IP Media Server

License Activation Guide

Copyright and Legal Notice

Copyright © 2000-2011 Dialogic Inc. All Rights Reserved. You may not reproduce this document in whole or in part without permission in writing from Dialogic Inc. at the address provided below.

All contents of this document are furnished for informational use only and are subject to change without notice and do not represent a commitment on the part of Dialogic Inc. and its affiliates or subsidiaries ("Dialogic"). Reasonable effort is made to ensure the accuracy of the information contained in the document. However, Dialogic does not warrant the accuracy of this information and cannot accept responsibility for errors, inaccuracies or omissions that may be contained in this document.

INFORMATION IN THIS DOCUMENT IS PROVIDED IN CONNECTION WITH DIALOGIC® PRODUCTS. NO LICENSE, EXPRESS OR IMPLIED, BY ESTOPPEL OR OTHERWISE, TO ANY INTELLECTUAL PROPERTY RIGHTS IS GRANTED BY THIS DOCUMENT. EXCEPT AS PROVIDED IN A SIGNED AGREEMENT BETWEEN YOU AND DIALOGIC, DIALOGIC ASSUMES NO LIABILITY WHATSOEVER, AND DIALOGIC DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, RELATING TO SALE AND/OR USE OF DIALOGIC PRODUCTS INCLUDING LIABILITY OR WARRANTIES RELATING TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY.

Dialogic products are not intended for use in medical, life saving, life sustaining, critical control or safety systems, or in nuclear facility applications.

Due to differing national regulations and approval requirements, certain Dialogic products may be suitable for use only in specific countries, and thus may not function properly in other countries. You are responsible for ensuring that your use of such products occurs only in the countries where such use is suitable. For information on specific products, contact Dialogic Inc. at the address indicated below or on the web at www.dialogic.com.

It is possible that the use or implementation of any one of the concepts, applications, or ideas described in this document, in marketing collateral produced by or on web pages maintained by Dialogic may infringe one or more patents or other intellectual property rights owned by third parties. Dialogic does not provide any intellectual property licenses with the sale of Dialogic products other than a license to use such product in accordance with intellectual property owned or validly licensed by Dialogic and no such licenses are provided except pursuant to a signed agreement with Dialogic. More detailed information about such intellectual property is available from Dialogic's legal department at 926 Rock Avenue, San Jose, California 95131 USA. Dialogic encourages all users of its products to procure all necessary intellectual property licenses required to implement any concepts or applications and does not condone or encourage any intellectual property infringement and disclaims any responsibility related thereto. These intellectual property licenses may differ from country to country and it is the responsibility of those who develop the concepts or applications to be aware of and comply with different national license requirements.

Dialogic, Dialogic Pro, Dialogic Blue, Veraz, Brooktrout, Diva, Diva ISDN, Making Innovation Thrive, Video is the New Voice, Diastar, Cantata, TruFax, SwitchKit, SnowShore, Eicon, Eicon Networks, NMS Communications, NMS (stylized), Eiconcard, SIPcontrol, TrustedVideo, Exnet, EXS, Connecting to Growth, Fusion, Vision, PowerMedia, PacketMedia, BorderNet, inCloud9, I-Gate, Hi-Gate, NaturalAccess, NaturalCallControl, NaturalConference, NaturalFax and Shiva,

among others as well as related logos, are either registered trademarks or trademarks of Dialogic Inc. and its affiliates or subsidiaries. Dialogic's trademarks may be used publicly only with permission from Dialogic. Such permission may only be granted by Dialogic's legal department at 926 Rock Avenue, San Jose, California 95131 USA. Any authorized use of Dialogic's trademarks will be subject to full respect of the trademark guidelines published by Dialogic from time to time and any use of Dialogic's trademarks requires proper acknowledgement.

The names of actual companies and products mentioned herein are the trademarks of their respective owners.

Hardware Limited Warranty

Please refer to the following Dialogic web site for information on hardware warranty information, which applies unless different terms have been agreed to in a signed agreement between yourself and Dialogic Corporation or its subsidiaries. The listed hardware warranty periods and terms are subject to change without notice. For purchases not made directly from Dialogic please contact your direct vendor in connection with the warranty period and terms that they offer.

<http://www.dialogic.com/warranties>

Contents

Introduction	6
Licensing Terminology	6
Dialogic® PowerMedia™ IP Media Server Server Activation	7
Summary of Steps	7
Preparing for Activation	7
Obtaining the Node ID from Your System.	8
Generating a License File from the Node ID and License Key	9
Installing a License File on Your System.	13
Accessing the Dialogic License Activation Center	15
If the IP Media Server is Unable to Connect to the Internet	15
Managing Licenses	17
Viewing Licensed Features	17
Obtaining License Status	19
Naming License Files	19
Removing License Files	19
Backing Up License Files	19
Recovering License Files	19
Restoring License Files	19
Re-Hosting (Moving) License Files for the IP Media Server	20
Working with Dialogic Technical Services and Support to Re-Host License Files.	20
Example of Formal Letter	21
Self Re-Hosting License Files	22

License Exhibits 26

Introduction

This document describes how to activate your Dialogic® PowerMedia™ IP Media Server (which is also referred to herein as “IP Media Server” or “Media Server”). This document is not release specific. Some screen shots include release numbers, and are provided as examples.

Licensing Terminology

The following terminology is used within this document.

Term	Definition
License Key	The code to “unlock” IP Media Server functionality. Dialogic Sales can send the license key in a License Certificate or License Email.
License Certificate	Printed document provided by Dialogic containing License Key.
Node ID	Unique signature of your IP Media Server.
License File	A file created by Dialogic from the Node ID and License Key and that you install on the IP Media Server to activate it.
Re-host	Process to activate the IP Media Server by re-installing a new license file in case of a hardware failure.

Dialogic® PowerMedia™ IP Media Server Server Activation

This document describes how to activate your IP Media Server.

The Media Server is controlled via software licensing. A license file must be installed on your Media Server in order to activate it.

Your license file is obtained from the Dialogic website (www.dialogic.com/activation), which generates a unique license file for your Media Server based upon a unique hardware fingerprint comprised of the following:

- ◆ Node ID of your Media Server
- ◆ License Key on the License Certificate or License Email from Dialogic

Note: The Media Server hardware must meet defined minimum system requirements as described in the section, *Installing IP Media Server Software* in the *Dialogic IP Media Server Installation and Operations Guide*.

Summary of Steps

Activation involves the following steps which are explained in the document:

- ◆ "Preparing for Activation" (page 7)
- ◆ "Obtaining the Node ID from Your System" (page 8)
- ◆ "Generating a License File from the Node ID and License Key" (page 9)
- ◆ "Installing a License File on Your System" (page 13)



Generating the License File is a one-time event. It is not possible to re-set or correct mistakes themselves. For example, if you mis-type the Node ID, you will need to perform a time intensive Re-Hosting process. Therefore, please follow the steps in this guide carefully.

Preparing for Activation

The IP Media Server has limited functionality unless you activate the license. The primary method of activation is from the Web. To activate your license, you must have the following:

- ◆ Access to the license key from the License Certificate or via a License Email from Dialogic.
- ◆ Access to the IP Media Server Web User Interface to obtain your Node ID.
- ◆ Access to the Dialogic Web site from a system with a Web browser and Internet access.
- ◆ Secure access over HTTPS or HTTP.

Obtaining the Node ID from Your System

The Node ID is the unique signature for the system that will be the IP Media Server. It is used together with your license key to generate license files that are locked to that system. All activation options require the Node ID.

Note: The license key depends on the MAC address of an Ethernet port on the IP Media Server. Changes to other hardware components, such as the processor or hard drive, do not invalidate the license.

You can download the Node ID to an HTML formatted file to avoid mis-typing when activating your licenses. The file includes a link to the Dialogic License Activation Center, together with instructions.

To obtain the Node ID from the IP Media Server Web UI:

- 1 Select **System**→**License**→**Node ID** to display the License Node ID page:

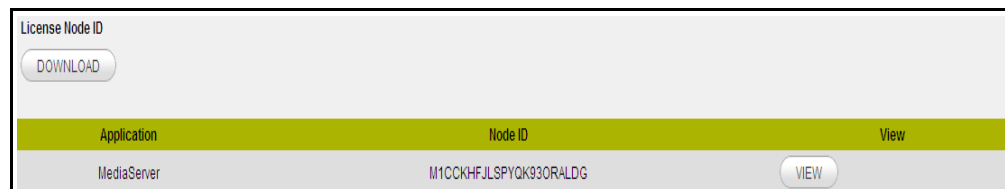


Figure 1. License Node ID Page

Note: The Node ID is important for the next steps, so do not close this window.

Note: The next step depends on whether or not this system has access to the Internet. If the IP Media Server can connect to the Internet, complete the following steps. If the IP Media Server cannot connect to the Internet, see "Accessing the Dialogic License Activation Center" (page 15).

-
- 2 From the License Node ID page, click View to display the License View Node ID page:



Figure 2. License View Node ID Page

- 3 Click Activate Dialogic License. The Dialogic License Activation Center page appears.

Generating a License File from the Node ID and License Key

- 1 In the License Key field, enter the License Key that is printed on your License Certificate or in the License Email from Dialogic.

Dialogic.

Please Enter Your License Key

License Key*:

* Please enter the License Key exactly as it appears. The same case and without any spaces

Figure 3. Dialogic License Activation Center Page

- 2 Click Submit. The Enter Customer Information page appears:

Dialogic

Enter Customer Information

First Name*: Address*:
Last Name*: Address 2:
Company*: City*:
Email Address*: State/Province*:
Phone*: Country*:
Zip/Postal Code*:

* Generate License - to create a new license from your License Key; Re-Host License - to transfer your license from one machine to another; View License - to view or download a license you have already activated.

Figure 4. Enter Customer Information Page

- 3 Enter your registration information. Be sure to complete all the required fields, which are indicated by an asterisk (*).

If you are outside North America, you can enter your district or county information in the State/Province field.

- 4 Click Submit. The Generate, Rehost, or View Licenses page appears:

Dialogic

Generate, Re-Host or View Licenses

* Generate License - to create a new license from your License Key; Re-Host License - to transfer your license from one machine to another; View License - to view or download a license you have already activated.

Figure 5. Generate or View Licenses Page

Note: The View Licenses button allows you to view the license file only if it has already been generated.

-
- 5 Click Generate Licenses. The Select Items to Fulfill page appears:

Dialogic.

Select Items to Activate

Select Product:

951-102-75 1.0 MS-Developer v2.0

Order	Item #	Duration (Days)
272427-1-384213928399	1	365

License Type:

Node ID Type:

Node ID:

Figure 6. Select Items to Fulfill Page

- 6 Enter your Node ID in the Node-locked Hostid field. Copy the Node ID from the browser window to avoid error. This is the only field on this page you can modify.



Be sure to enter the correct Node ID. Entering an incorrect Node ID will create an invalid license and you will need to contact Dialogic Technical Support to perform the re-hosting process.

- 7 Click Generate. The Confirm Your Selection page appears:

Dialogic

Confirm your Selection

951-102-75 1.0 MS-Developer v2.0

Order	Item #	Duration (Days)
272427-1-384213928399	1	365

License Type: Locked Uncounted
Node ID Type: VID
Node ID: M1CCKHFJLSPYQK93ORALDG

Figure 7. Confirm Your Selection Page

- 8 Click Confirm. The Deliver License page appears:

Deliver License

```
FEATURE SR140 BRKTD 1.0 permanent uncounted \  
VENDOR_STRING=VoiceCh=0:FaxCh=30:Links=0:V34Enab=30:AdvSph=0:AdvFax=30:T38Enab=30 \  
HOSTID=VID=7C5D4EDA1E13293A898BA0B14DB58082 ISSUED=08-Nov-2007 \  
SN="BRKT35: 2122" TS_OK SIGN="0893 F8BC D985 2C75 1A0E 3D&E \  
F91E 1BC7 016E EF10 2587 25D4 D0A5 21B9 BCCD 0898 CEFC 5DF0 \  
98D3 E990 8D15 C720 6F6D DBB7 F5E8 8565 5DF6 4F73 6725 A5BA"
```

Send to:

Figure 8. Deliver License Page

- 9 Click **Save to File** or enter your email address and click **Email** to have the License file emailed to you. (The email address defaults in from your Registration Information. You change it here if required.)
- 10 Click **Logout**.

Installing a License File on Your System

To install your license:

- 1 Copy the License file on a server accessed by the IP Media Server.
- 2 Select **System**→**License**→**Install** on the IP Media Server Web UI to install the license on the IP Media Server. The following page appears:

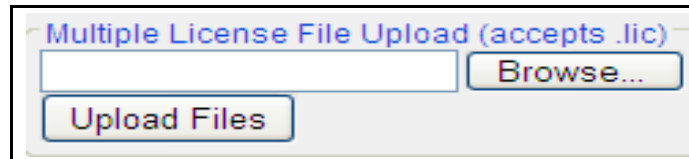


Figure 9. License Install Page

- 3 Browse to the license file(s) and click Upload Files.

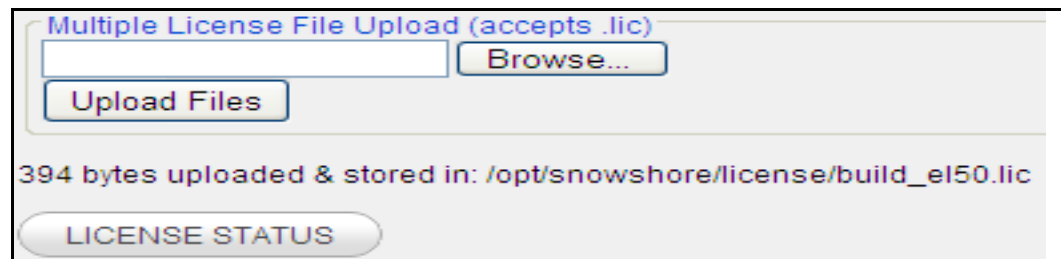


Figure 10. License Install Results Page

- 4 Click License Status and the following screen appears.

License Status						
Application	Node ID	Serial Number	License Version	Date Issued	Expiration Date	Status
MediaServer	NSDWS8E+TN1YFDJZTYK4NQ	BRKT567:1421	1.0	22-Oct-2008	permanent	Valid

Figure 11. License Status Page

- 5 Select **System**→**Reset Media Server**. The following screen appears.

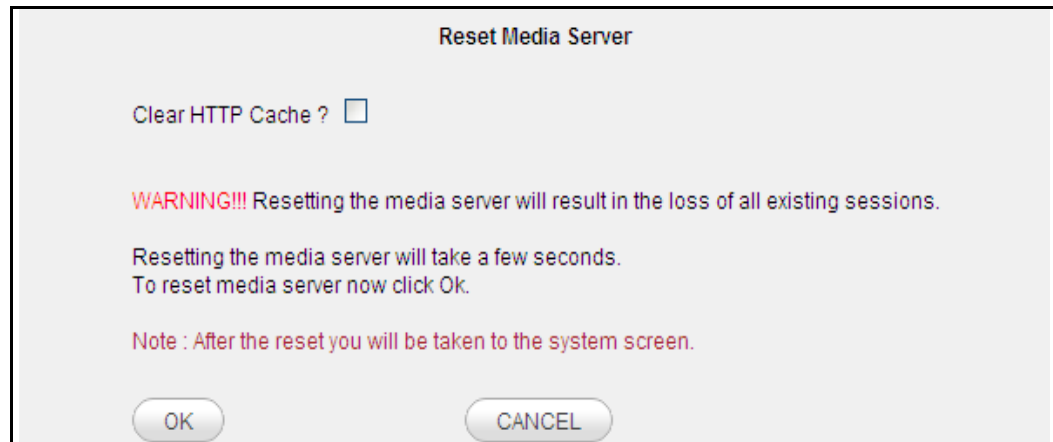


Figure 12. Reset Media Server Page

-
- 6 Click **OK** to reset the IP Media Server.

When the IP Media Server restarts, you are ready to configure and deploy it.

Note: Restarting the IP Media Server will not update the TRAP thresholds. You must reboot the IP Media Server to update the TRAP thresholds.

Accessing the Dialogic License Activation Center

This section describes how to access the Dialogic License Activation Center if you are unable to connect to the Internet directly from your IP Media Server.

If the IP Media Server is Unable to Connect to the Internet

If your IP Media Server is unable to connect to the Internet, but you do have access to the Internet from a different computer, follow the steps below:

- 1 Access the License Node ID page through the IP Media Server Web UI (System > License > Node ID).
- 2 Select the node ID and then click **Download**. The file Download page appears:

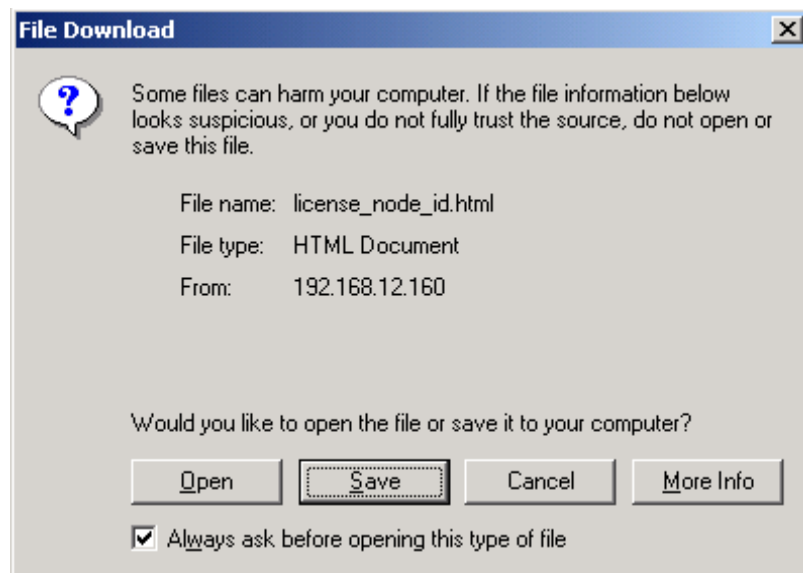


Figure 13. File Download Page

- 3 Save the HTML formatted file (default name is `license_node_id.html`). This file includes the IP Media Server Node ID and a link to the Dialogic License Activation Center.

Note: If you cannot activate your license using the Website, contact Dialogic Technical Support. Please have your License Keys and Node ID ready when contacting Technical Support.

- 4 Transfer the HTML file to a PC that can connect to the Internet, and open the file in a Web browser.
- 5 To continue with the activation of your product, go to "Generating a License File from the Node ID and License Key" (page 9).

Keep the browser window open that shows the Node ID. You need the Node ID when activating your license.

Note: You do not need to use the HTML formatted file. You can access the Dialogic License Activation Center (www.dialogic.com/activation), from any location. All you need is your Node ID and License Key from the IP Media Server. It is important to enter the Node ID exactly as it appears.

Managing Licenses

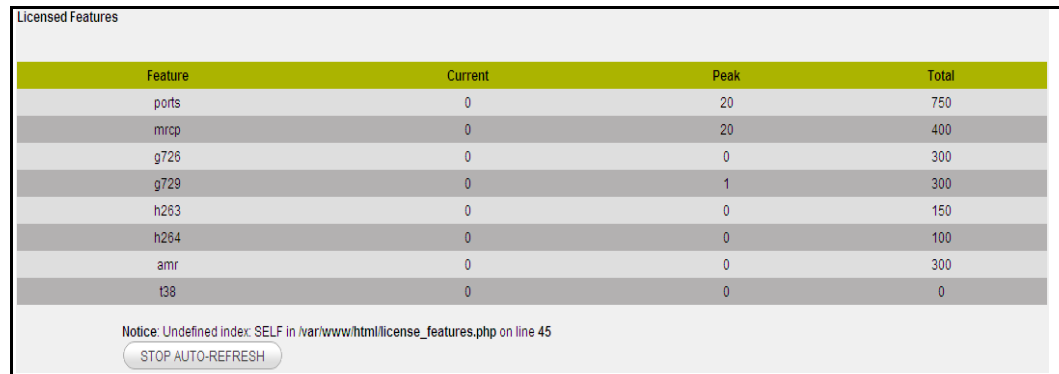
Once you have installed a license, you can use the Web UI to get information about it and to manipulate the license file.

If you remove or add network boards to your system or change your motherboard, the license files become invalid. This is due to the method used to generate the Node ID (see "Obtaining the Node ID from Your System" (page 8)). In order to re-activate the product, you need to re-host the licenses (see "Re-Hosting (Moving) License Files for the IP Media Server" (page 20)).

Note: If you remove the IP Media Server files using the uninstall option, license files are removed with the IP Media Server. If you perform an IP Media Server update, the files are not removed.

Viewing Licensed Features

To view what features are enabled under the license you have installed, select **System**→**License**→**Features** from the IP Media Server Web UI to display the Licensed Features page.



Feature	Current	Peak	Total
ports	0	20	750
mrcp	0	20	400
g726	0	0	300
g729	0	1	300
h263	0	0	150
h264	0	0	100
amr	0	0	300
t38	0	0	0

Notice: Undefined index: SELF in /var/www/html/license_features.php on line 45

STOP AUTO-REFRESH

Figure 14. Licensed Features

The Licensed Features page shows the following information for each licensed feature:

Item	Description
Current	Number of instances of the feature that are currently active.
Peak	Highest number of instances of the feature that have been active since the IP Media Server was started.
Total	Number of instances of the feature authorized by the license.

Obtaining License Status

To view the current License Status:

- 1 Click System→License→Status.

The License Status page provides detailed information on each individual license installed on the IP Media Server. If you purchased a license that will expire, the Expiration Date appears on this page.

License Status						
Application	Node ID	Serial Number	License Version	Date Issued	Expiration Date	Status
MediaServer	NSDWS8E+TN1YFDJZTYK4NQ	BRKT567:1421	1.0	22-Oct-2008	permanent	Valid

Figure 15. License Status

Naming License Files

All license files end with the .lic extension. The license filename is usually in one of two formats: dd-mmm-yyyy.lic dd-mmm-yyyy-x.lic (next available number). However, the license filename can be any filename with a .lic extension.

Removing License Files

You cannot remove license files through the Web UI. To remove a license file, you need to re-build the IP Media Server.

Backing Up License Files

License files are backed up as part of the Media Server system backup, or you can copy them prior to installation.

Recovering License Files

When a license is lost or not recoverable, you need to obtain a copy by going through the Web Activation Center again. You will need to enter your License Key, and then click on **View License**. The registration data will not be requested and the 'Select Items to be Fulfilled' page will not be available. You will then have an option to email the license or save it to a local directory.

Restoring License Files

The Dialogic software licensing process uses your Node ID, which is based on the network hardware in the system.

If you want to re-install you product on the same computer system after upgrading or replacing your hard disk or any other upgrade that maintains the network hardware, you can use the same license file without having to reactivate your product.

Re-Hosting (Moving) License Files for the IP Media Server

To allow you to upgrade your computer to a new system or recover from a hardware failure, Dialogic allows you to move your licensed software from one computer system to another. This process is called “re-hosting”.

There are two methods to re-host license files and both are explained in this section:

- ♦ “Working with Dialogic Technical Services and Support to Re-Host License Files’ (page 20)
- ♦ “Self Re-Hosting License Files’ (page 22)

Working with Dialogic Technical Services and Support to Re-Host License Files

Although the re-hosting process is straightforward, this method involves correspondence between you and Dialogic Technical Services and Support during normal Dialogic Technical Services and Support business hours.

Note: If you prefer to re-host the license files yourself, refer to “Self Re-Hosting License Files’ (page 22)

The re-hosting process requires you to fax a return confirmation on company headed notepaper to formally acknowledge the removal, disablement or disuse of the original license file or files. (See “Example of Formal Letter’ (page 21)).

To move your software from your current computer to a new computer with a different “Node ID” signature, perform the following steps:

- 1 Gather the original License Keys that represent the License Files you need to re-host and your original Node ID, if available.
- 2 Obtain a new Node ID for the new system.
- 3 Set in motion any approval necessary in your organization for the formal acknowledgement (see Step 6).
- 4 Visit www.dialogic.com/support/ to open a Dialogic Technical Support Ticket.
- 5 Dialogic Technical Support will contact you and guide you through the remaining steps before emailing a replacement License File or Files.
- 6 Create a formal letter (example below) on company letterhead and return it, signed, to Dialogic. Copy this wording into your document and insert the License Key or Keys that you originally used to activate the License or Licenses you are re-hosting. This template will be made available to you when required.

Example of Formal Letter

Given below is an example of the formal letter required by Dialogic when moving a license.

_____ [INSERT COMPANY NAME] ("User"), hereby represents and warrants to Dialogic that the original License File or Files represented by the License Keys listed below have been removed, disabled or are no longer in use:

List all License Keys here

List old Node IDs here

List new Node IDs here

User further represents and warrants to Dialogic that the above-referenced License Keys are not and will not be used for any purpose, including without limitation, on the original computer used to activate the License.

User acknowledges that if any of the foregoing is found to be untrue, User shall be liable to Dialogic for the full list price of the License Key still in use, then in effect, as established by Dialogic.

Signed:

COMPANY NAME

By: _____

Name:

Title:

Phone Number:

Technical Support Ticket Reference:

Self Re-Hosting License Files

To allow you to upgrade your computer to a new system or recover from a network card failure, Dialogic allows you to “re-host” your licensed software from one computer system to another. This process involves returning your current license and receiving another one.

Note: If you prefer to work with Dialogic Technical Services and Support, refer to “[Working with Dialogic Technical Services and Support to Re-Host License Files](#)” (page 20).

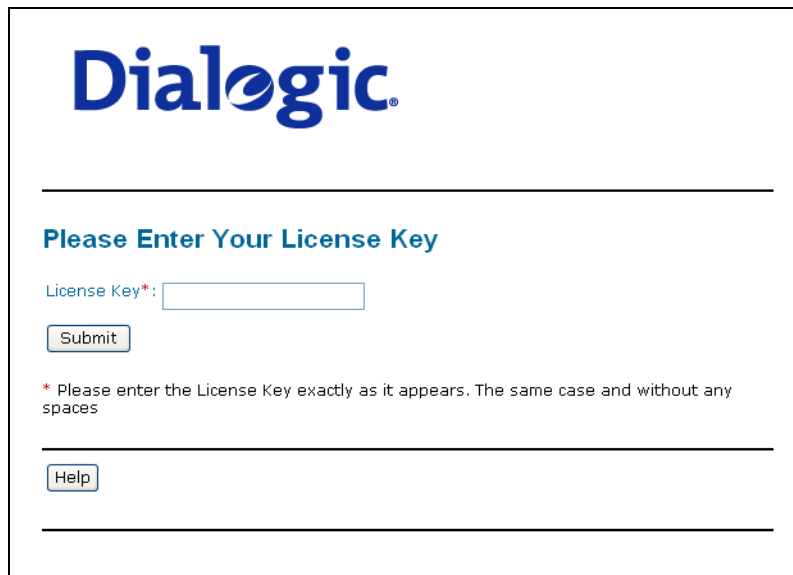
The activation center web site allows you to automatically re-host your licensed software one time without technical support. For subsequent re-hosts you will need to contact Dialogic Technical Support.

Note: Use the buttons on the screens to navigate. Do not use the **Back** and **Forward** buttons on your browser to navigate.

Follow the steps below:

- 1 Visit the Dialogic activation website at:
www.dialogic.com/activation

The following screen appears.



The screenshot shows the Dialogic logo at the top. Below it is a horizontal line. Underneath the line is the heading "Please Enter Your License Key" in blue. Below the heading is a text input field labeled "License Key*" with a red asterisk. Below the input field is a "Submit" button. Below the button is a small asterisked note: "* Please enter the License Key exactly as it appears. The same case and without any spaces". Below the note is a horizontal line, followed by a "Help" button, and another horizontal line at the bottom.

- 2 Enter your original License Key. (Found on your License certificate or in the electronic version of the license that was emailed to you when you purchased/obtained your license.) Click Submit. The following screen appears.



Generate, Re-Host or View Licenses

[Generate Licenses](#) [Re-host Licenses](#) [View Licenses](#)

* Generate License - to create a new license from your License Key; Re-Host License - to transfer your license from one machine to another; View License - to view or download a license you have already activated.

[Logout](#) [Home](#) [Help](#)

- 3 Click Re-host Licenses. The following screen appears.



Select Items to View

Hostid:
Select Product:

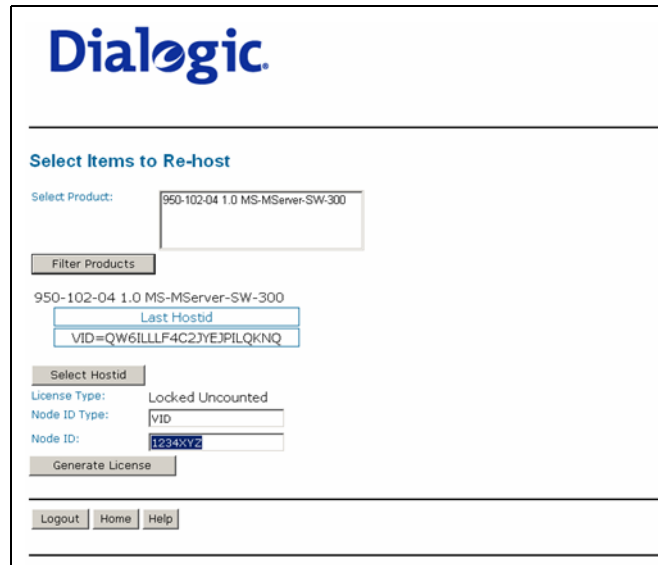
[Filter Products](#)

There are no items to view.

[View](#) [Return](#) Display licenses only (no wrappers)

[Logout](#) [Home](#) [Help](#)

- 4 Select your product and click Return to return the license to Dialogic. The following screen appears.



The screenshot shows the Dialogic web interface for selecting items to re-host. At the top is the Dialogic logo. Below it is the heading "Select Items to Re-host". There is a "Select Product:" dropdown menu with "950-102-04 1.0 MS-MServer-SW-300" selected. Below this is a "Filter Products" button. The selected product is listed as "950-102-04 1.0 MS-MServer-SW-300" with a "Last Hostid" dropdown menu showing "VID=QW6ILLLF4C2JYEJPILQKNQ". Below this is a "Select Hostid" button. The "License Type:" is set to "Locked Uncounted", the "Node ID Type:" is "VID", and the "Node ID:" is "1234XYZ". There is a "Generate License" button at the bottom. At the very bottom are "Logout", "Home", and "Help" links.

- 5 In the Select Product box click the product for which you are re-hosting. Select the Node ID Type and enter the Node ID of your Media Server as it appears from the Web UI. (Refer to *Obtaining the Node ID from Your System* on page 8

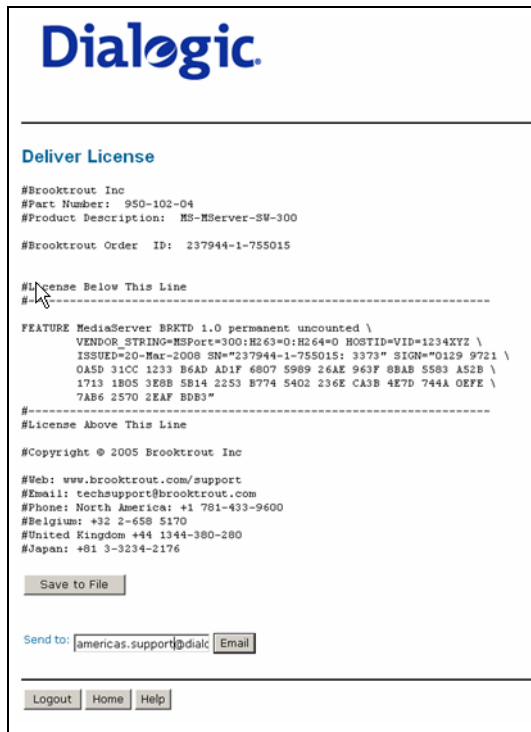
Click Generate License. The following screen appears.



The screenshot shows the Dialogic web interface for confirming the selection. At the top is the Dialogic logo. Below it is the heading "Confirm your Selection". The selected product is listed as "950-102-04 1.0 MS-MServer-SW-300" with a "Last Hostid" dropdown menu showing "VID=QW6ILLLF4C2JYEJPILQKNQ". Below this is the "License Type:" set to "Locked Uncounted", the "Node ID Type:" set to "VID", and the "Node ID:" set to "1234XYZ". There are "Confirm" and "Cancel" buttons at the bottom. At the very bottom are "Logout", "Home", and "Help" links.

- 6 Verify that the information on this screen is correct and click Confirm. The following screen appears.

Note: Be sure you enter the correct Node ID. If you enter an incorrect Node ID, your license will be invalid when you try to use it on your Media Server.



- 7 Click Save to File to save the license file to your computer or click Email to have the License file emailed to you. If you Clicked Save to File the following screen appears.



- 8 Click Save and save the file to your desktop.
- 9 You will see a message indicating that the download has completed and the file is saved.
- 10 Install the license file on your Media Server (Refer to the *Installing a License File on your System* in the *Media Server Installation and Operations Guide*) or copy it "as is" into the following directory of your Media Server:

/opt/snowshore/license

Please make sure the file has "read" permission.

A - License Exhibits

This appendix contains exhibits for various End User Software License Agreements.

**DIALOGIC CORPORATION
END USER SOFTWARE LICENSE AGREEMENT**

***** IMPORTANT *****

PLEASE READ CAREFULLY BEFORE USING THE ACCOMPANYING SOFTWARE.

This End User License Agreement (this "Agreement") is a legal agreement between Dialogic Corporation, on behalf of itself and its Subsidiaries (collectively, "Dialogic") and you (either an individual or an entity) ("End User"). For the purpose of this Agreement, a Subsidiary shall be defined as any entity in which Dialogic Corporation owns a majority of the voting shares directly or indirectly. **IF YOU HAVE A WRITTEN, SIGNED LICENSE AGREEMENT GOVERNING THE USE OF THE ACCOMPANYING SOFTWARE, THE TERMS AND CONDITIONS OF THAT AGREEMENT WILL APPLY TO YOUR USE OF THE SOFTWARE. IF YOU HAVE A WRITTEN, SIGNED SOFTWARE DEVELOPMENT LICENSE EXCLUSION GOVERNING THE USE OF THE SOFTWARE ("SPECIAL TERMS"), THOSE SPECIAL TERMS ARE HEREBY INCORPORATED INTO THIS AGREEMENT.** BEFORE YOU USE THE ACCOMPANYING SOFTWARE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. THEY DEFINE YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SOFTWARE. BY USING THE SOFTWARE IN ANY MANNER, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, PROMPTLY DESTROY THE SOFTWARE AND RETURN THE LICENSE KEY THAT YOU PURCHASED FOR THE SOFTWARE OR THE DIALOGIC HARDWARE THAT YOU PURCHASED FOR USE WITH THE SOFTWARE, IF ANY, TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND. AN INDIVIDUAL WHO DOES NOT HAVE AUTHORITY TO BIND THE ENTITY USING THE SOFTWARE SHOULD NOT USE THE SOFTWARE WITHOUT OBTAINING APPROVAL OF THIS AGREEMENT FROM A PERSON HAVING SUCH AUTHORITY.

YOU UNDERSTAND THAT, IF YOU RECEIVED THE SOFTWARE FROM AN AUTHORIZED RESELLER OF DIALOGIC, THAT RESELLER IS NOT DIALOGIC'S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, STATUTORY OR OTHERWISE, ON DIALOGIC'S BEHALF NOR TO VARY ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. IN ADDITION, YOU ACKNOWLEDGE THAT, UNLESS OTHERWISE AGREED BY THAT RESELLER IN WRITING OR PROHIBITED BY LAW, THE LIMITATIONS OF CONDITIONS AND WARRANTIES, STATUTORY OR OTHERWISE, AND LIABILITY SET FORTH IN THIS AGREEMENT ALSO APPLY TO AND BENEFIT THAT RESELLER.

SPECIAL NOTICES REGARDING CERTAIN THIRD PARTY AND OPEN SOURCE SOFTWARE

Anything to the contrary in this Agreement notwithstanding, (i) the Software (as defined below) may link to or be provided with source code and/or object code software written by third parties, which software shall be subject to and licensed from such third parties pursuant to the terms and conditions of the applicable license agreements identified on Exhibits A and B¹ to this License Agreement and (ii) the Dialogic software packages entitled "snmpDaemon" are derivative works of third-party open source software and, as such, are subject to and shall be licensed from Dialogic pursuant to the GNU General Public License Version 2.0 as identified on Exhibits A and B to this License Agreement, as applicable.

The Software provided to End User hereunder from time to time may contain components which perform in accordance with the AMR Narrowband Standard (AMR-NB) (the "AMR Software"). Dialogic has obtained licenses to the AMR-NB technology under the patents listed on Exhibit C¹ to this License Agreement.

ANYTHING TO THE CONTRARY IN THIS AGREEMENT NOTWITHSTANDING, DIALOGIC MAKES NO REPRESENTATION OR WARRANTY THAT ANY OF THE SOFTWARE IDENTIFIED ON EXHIBITS A AND/OR B HERETO OR THE AMR SOFTWARE WILL NOT INFRINGE OR MISAPPROPRIATE THE PATENT,

¹ Exhibits A, B and C to this License Agreement, together with a complete set of the Supplements thereto, may be found in the product manual or distribution media for the Software or located on Dialogic's web site at:
[http://www.dialogic.com/webhelp/IPMS/2.6.0/EULA%20MS%20+%20Exhibits%20\(Dialogic%20Version\)_\(media_web\)_v3.pdf](http://www.dialogic.com/webhelp/IPMS/2.6.0/EULA%20MS%20+%20Exhibits%20(Dialogic%20Version)_(media_web)_v3.pdf)

COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. DIALOGIC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE SOFTWARE IDENTIFIED ON EXHIBITS A AND/OR B HERETO OR THE AMR SOFTWARE, AND DIALOGIC DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

1. Definitions.

1.1 “Dialogic Hardware” means voice and/or fax processing hardware and/or any other computer hardware manufactured by or for Dialogic, which may (without limitation) be marketed under the brands; Dialogic, Brooktrout, Excel, and/or Snowshore and purchased by the End User from Dialogic or one of its authorized resellers.

1.2 “License Key” means an access code or activation key provided by Dialogic or one of its authorized reseller to enable End User to use the Software.

1.3 “Software” means the software written by or on behalf of Dialogic and provided to you in the enclosed package or enabled by the enclosed License Key, together with any accompanying documentation. The term Software shall not include (i) the Dialogic software packages entitled “snmpDaemon” (ii) any third party or open source software identified on Exhibits A and/or B hereto.

2. License.

2.1 Grant. Subject to the terms of this Agreement, Dialogic grants to End User a limited, non-exclusive, non-transferable license (without the right to sublicense), to use the Software in accordance with the following provisions: (a) if the Software is provided to End User for use with Dialogic Hardware, to use the Software solely in connection with Dialogic Hardware for End User’s internal business purposes and (b) if the Software is provided as host-based media processing software, to use the Software solely in connection with End User’s internal business purposes, provided that End User purchases a License Key or obtains a temporary License Key as further detailed in section 2.1(a) below. The Software is used in connection with Dialogic Hardware if it is operated only on the central processing unit of a computer served by one or more items of Dialogic Hardware and, where appropriate in connection with such use, it is downloaded into memory located on Dialogic Hardware.

2.1(a) Notwithstanding the foregoing, the license granted in Section 2.1 above may be subject to the following limitations:

(i) Software downloaded as a limited two-port sample version of the Dialogic product represents an evaluation version and is limited by design to two (2) ports. The license granted herein is specifically limited to two (2) ports. You shall not make any use of the Software other than for evaluation purposes consistent with this Section 2.1(a) and you shall not, nor shall you make any attempt to, disable the security features described above.

(ii) If you have requested and received from Dialogic an evaluation version of the product, the license granted herein is specifically limited to a period of not longer than ninety (90) days from activation. You shall not make any use of the Software other than for evaluation purposes consistent with this Section 2.1(a) and you shall not, nor shall you make any attempt to, disable the security features described above.

(iii) If you have requested and received from Dialogic a development version of the product, the license granted herein is specifically limited to a period of not longer than one (1) year from activation. You shall not make any use of the Software other than for evaluation purposes consistent with this Section 2.1(a) and you shall not, nor shall you make any attempt to, disable the security features described above.

In the event that any terms of this Agreement are in conflict with the terms of this Section 2.1(a), the terms of this Section 2.1(a) shall apply.

2.2 Copies. End User shall not copy the Software, except as permitted under applicable law, and then only with the inclusion of all copyright, proprietary and other notices.

2.3 No Reverse Engineering. End User shall have no rights to any source code for the Software. End User agrees that it shall not cause or permit the disassembly, decompilation or reverse engineering of the Software or otherwise attempt to

gain access to the source code to the Software. If applicable law requires access to source code for some purpose, such as interoperability with other software, and End User desires access for that required purpose, End User shall notify Dialogic, and Dialogic shall have the option, in its discretion, to (i) perform the work to derive any required information at Dialogic's usual consulting rate, or (ii) allow End User access to source code solely for the legally required purpose.

2.4 Additional Restrictions. End User shall not, and shall not permit any third party to (i) take any action which would cause all or any portion of the Software to be placed in the public domain or be subject to an open source license or (ii) disclose the results of any benchmark test of the Software to a third party without the prior written approval of Dialogic.

2.5 Reservation of Rights. Dialogic and its licensors reserve all rights not otherwise expressly granted in this Section 2. Any use, modification, reproduction or distribution of the Software not expressly permitted under this Agreement is hereby expressly prohibited.

2.6 License Keys. The use of the Software may require a License Key from Dialogic. End User shall not (a) use any access code or activation key other than the License Key (if any) provided by Dialogic or (c) develop or alter any access code for the Software or otherwise circumvent or attempt to circumvent the License Key.

2.7 Upgrades, Updates, Etc. Unless otherwise agreed to in a separate agreement, End User shall have no right to receive any corrections, enhancements, upgrades, maintenance releases or other modifications to the Software ("Changes"). For clarity, End User acknowledges that if it is a party to Dialogic's Software Developer License Agreement and/or Master Software Maintenance Agreement, and it receives Changes under either of those agreements, End User shall have no right to use those Changes under this End User Software License for its internal business purposes unless End User has entered into a separate maintenance agreement for the Software and has paid Dialogic the applicable maintenance fee.

3. Purchase of License Key.

If the Software is distributed to End User as host-based media software, End User shall purchase a License Key from Dialogic or its authorized reseller.

4. Ownership.

4.1 Intellectual Property Rights. Dialogic or its licensors own and shall retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in and to the Software and any modifications thereto made by any entity. End User agrees to keep the Software and any such modifications confidential and agrees not to use, copy or disclose, nor permit any of its personnel, affiliates or agents to use, copy or disclose the same for any purpose that is not specifically authorized under this Agreement.

4.2 Maintenance and Support. Unless End User enters into a separate agreement with Dialogic or its authorized reseller which entitles End User to receive maintenance and support services, End User shall have no right to receive any corrections, enhancements, upgrades or other modifications to the Software ("Changes").

4.3 No Title. End User acknowledges that the license granted under this Agreement does not provide End User with title to or ownership of the Software, but only a right of limited use under the terms and conditions of this Agreement. End User shall keep the Software free and clear of all claims, liens and encumbrances.

5. Limited Warranty.

5.1 Scope of Limited Warranty.

(a) Warranty. Dialogic warrants to End User that for a period of ninety (90) days from delivery of the Software to End User (the “Software Warranty Period”), the Software will substantially perform in accordance with its documentation. Dialogic’s sole liability and End User’s exclusive remedy under this limited warranty shall be (i) the repair or replacement of the non-conforming Software or, (ii) at Dialogic’s option, in the case of Software licensed under Section 2.1(a) the refund of the price paid by End User for the Dialogic Hardware or, in the case of host-based media processing software licensed under Section 2.1(b), the refund of the price paid by End User for the License Key.

(b) Notice; Conditions. The remedies set forth in Section 5.1(a) are available only if Dialogic is promptly notified in writing, within the applicable warranty period, upon discovery of the non-conformity by End User, and Dialogic’s examination of the Software and/or Dialogic Hardware discloses that such non-conformity exists. This limited warranty shall not apply if the Software or Dialogic Hardware has been: (i) altered or modified; (ii) subjected to negligence, computer or electrical malfunction; or (iii) used, adjusted, installed or operated other than in accordance with instructions furnished by Dialogic or with an application or in an environment other than that intended or recommended by Dialogic.

(c) Disclaimer of Any Other Warranties. EXCEPT FOR THE EXPRESS, LIMITED WARRANTY PROVIDED IN SECTION 5.1, DIALOGIC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, AND DIALOGIC DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DIALOGIC DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT IT WILL SATISFY END USER’S REQUIREMENTS.

6. Limitation of Liability.

6.1 IN NO EVENT SHALL DIALOGIC’S OR ITS LICENSORS’ AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY END USER TO DIALOGIC HEREUNDER.

6.2 IN NO EVENT WILL DIALOGIC OR ITS LICENSORS BE LIABLE TO END USER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF DIALOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

7. Term and Termination.

7.1 Termination. Dialogic shall have the right to terminate this Agreement and the license granted herein in the event End User fails to comply with any of the terms and conditions of this Agreement and such default has not been cured within thirty (30) days after written notice of such default.

7.2 Effect of Termination. Upon termination of this Agreement, all licenses and other rights granted under this Agreement will become null and void. Within five (5) days after termination of this Agreement, End User shall return to Dialogic or destroy, at End User’s expense, the Software, including all copies thereof. Sections 2.2-2.6 and 4-10 shall survive termination of this Agreement.

8. U.S. Government Restricted Rights.

If Software is acquired by or on behalf of a unit or agency of the United States government, the Software is provided as “commercial computer software” or “commercial computer software documentation” and, absent a written agreement to the contrary, the government’s rights with respect to such Software are limited by the terms of this Agreement pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

9. Export.

End User shall comply with all export and re-export restrictions, laws and regulations of the U.S. Commerce Department and other U.S. agencies and authorities.

10. General.

10.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. End User shall not assign, delegate or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, without Dialogic's prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect.

10.2 Entire Agreement. This Agreement, together with any Special Terms, represents the entire agreement between the parties, and supersedes all prior agreements and understandings with respect to the matters covered by this Agreement. In the event of a conflict between this Agreement and the Special Terms, the Special Terms shall control. End User agrees that it has not entered in this Agreement based on any representations other than those contained herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

10.3 Governing Law. This Agreement shall in all respects be governed by the laws of the Commonwealth of Massachusetts, excluding: (i) its conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

10.4 Severability. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect.

10.5 Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

10.6 Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified on the first page of this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

10.7 Headings. The headings are for convenience and shall not be used to construe this Agreement.

10.8 No Agency; Independent Contractors. Nothing contained in this Agreement shall be deemed to imply or constitute that either party is the agent or representative of the other party, or that both parties are joint ventures or partners for any purpose.

EXHIBIT A

Red Hat® and GNU License information

Red Hat® and GNU General Public License, Version 2

Any distribution of the Red Hat® Linux operating system and any Red Hat® applications included with your Dialogic product shall be subject to the “The Red Hat® License”, a copy of which is attached hereto as Supplement A-1 and the “GNU General Public License”, a copy of which is attached hereto as Supplement A-2. The Red Hat® distribution contains a modular operating system which is comprised of many software components written by various authors. The end user license agreements for each such component are located within the component’s source code and/or distribution files. Additional copyright and licensing information for certain of such third party software components which may be required for the use of your Dialogic product may be found on the distribution media in a file entitled “EULA + Exhibits”. The Dialogic End User License Agreement does not expand, limit or supersede in any way, the End User’s rights under any of such end user license agreements. Please see <http://www.redhat.com/licenses> for more information about the Red Hat® Linux distribution.

GNU Lesser General Public License, Version 2.1

The following third-party software shall be subject to the “GNU Lesser General Public License, Version 2.1”, a copy of which is attached hereto as Supplement A-3, additional information regarding the use and licensing of each such package may be found in the package files for the applicable software or obtained from the website listed opposite the name of each such package under the heading, “Additional Information”:

Package Name	Copyright Notice	Additional Information
Beecrypt	Copyright © 2000, 2001, 2002, 2003, 2004 Free Software Foundation, Inc.	http://sourceforge.net/projects/beecrypt
glibc	Copyright © 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005 Free Software Foundation, Inc.	N/A

For a period of three years from your date of purchase of a product containing any of the software listed in the table immediately above from Dialogic Corporation, we will provide upon request a complete machine-readable copy of the source code for such software on a medium customarily used for software interchange for a charge no more than our cost of physically performing source distribution.

Supplement A-1

The Red Hat License

LICENSE AGREEMENT RED HAT® ENTERPRISE LINUX® AND RED HAT® APPLICATIONS

This end user license agreement ("EULA") governs the use of any of the versions of Red Hat Enterprise Linux, any Red Hat Applications (as set forth at www.redhat.com/licenses/products), and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism.

1. License Grant. Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you ("User") a perpetual, worldwide license to the Programs pursuant to the GNU General Public License v.2. The Programs are either a modular operating system or an application consisting of hundreds of software components. With the exception of certain image files identified in Section 2 below, the license agreement for each software component is located in the software component's source code and permits User to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component, in both source code and binary code forms. This EULA pertains solely to the Programs and does not limit User's rights under, or grant User rights that supersede, the license terms of any particular component.
 2. Intellectual Property Rights. The Programs and each of their components are owned by Red Hat and others and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with the aforementioned, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This EULA does not permit User to distribute the Programs or their components using Red Hat's trademarks, regardless of whether the copy has been modified. User should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Programs. User may make a commercial redistribution of the Programs only if, (a) a separate agreement with Red Hat authorizing such commercial redistribution is executed or other written permission is granted by Red Hat or (b) User modifies any files identified as "REDHAT-LOGOS" to remove and replace all images containing the "Red Hat" trademark or the "Shadowman" logo. Merely deleting these files may corrupt the Programs.
 3. Limited Warranty. Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are furnished will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to User. Red Hat does not warrant that the functions contained in the Programs will meet User's requirements or that the operation of the Programs will be entirely error free, appear precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases services pertaining to the Programs from Red Hat or a Red Hat authorized distributor.
 4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, User's exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of User's payment receipt and Red Hat, at its option, will replace it or refund the money paid by User for the media. To the maximum extent permitted under applicable law, neither Red Hat, any Red Hat authorized distributor, nor the licensor of any component provided to User under this EULA will be liable to User for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, such authorized distributor or licensor has been advised of the possibility of such damages. In no event shall Red Hat's liability, an authorized distributor's liability or the liability of the licensor of a component provided to User under this EULA exceed the amount that User paid to Red Hat under this EULA during the twelve months preceding the action.
 5. Export Control. As required by the laws of the United States and other countries, User represents and warrants that it: (a) understands that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked
-

Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorizations(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understands and agrees that if it is in the United States and exports or transfers the Programs to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understands that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agrees that it shall be solely responsible for compliance with any such import, use, or export restrictions.

6. Third Party Programs. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to User, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If User does not agree to abide by the applicable license terms for the third party software programs, then User may not install them. If User wishes to install the third party software programs on more than one system or transfer the third party software programs to another party, then User must contact the licensor of the applicable third party software programs.

7. General. If any provision of this agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions. This agreement shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

Supplement A-2

GNU General Public License, Version 2

GNU GENERAL PUBLIC LICENSE
Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.
59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program

proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

GNU GENERAL PUBLIC LICENSE
TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not

normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded.

In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the

exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>
Copyright (C) <year> <name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

Gnomovision version 69, Copyright (C) year name of author Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'. This is free software, and you are welcome to redistribute it under certain conditions; type `show c' for details.

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than `show w' and `show c'; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the program `Gnomovision' (which makes passes at compilers) written by James Hacker.

<signature of Ty Coon>, 1 April 1989 Ty Coon, President of Vice

This General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Library General Public License instead of this License.

Supplement A-3

GNU Lesser General Public License, Version 2.1

Version 2.1, February 1999
Copyright (C) 1991, 1999 Free Software Foundation, Inc.
51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA.

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

When we speak of free software, we are referring to freedom of use, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish); that you receive source code or can get it if you want it; that you can change the software and use pieces of it in new free programs; and that you are informed that you can do these things.

To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it.

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from

the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the “Lesser” General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a “work based on the library” and a “work that uses the library”. The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called “this License”). Each licensee is addressed as “you”.

A “library” means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The “Library”, below, refers to any such software library or work which has been distributed under these terms. A “work based on the Library” means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term “modification”.)

“Source code” for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice

and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) The modified work must itself be a software library.

b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete

corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a “work that uses the Library”. Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a “work that uses the Library” with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a “work that uses the library”. The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a “work that uses the Library” uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a “work that uses the Library” with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable “work that uses the Library”, as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the “work that uses the Library” must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of

that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and “any later version”, you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest possible use to the public, we recommend making it free software that everyone can redistribute and change. You can do so by permitting redistribution under these terms (or, alternatively, under the terms of the ordinary General Public License).

To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the “copyright” line and a pointer to where the full notice is found.

one line to give the library's name and an idea of what it does.
Copyright (C) year name of author

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

Also add information on how to contact you by electronic and paper mail.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a “copyright disclaimer” for the library, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the library `Frob' (a library for tweaking knobs) written by James Random Hacker.

signature of Ty Coon, 1 April 1990
Ty Coon, President of Vice

That's all there is to it!

EXHIBIT B

Additional Third Party And Open Source Software License And Copyright Information

In addition to the licenses listed on Exhibit A to the Dialogic Corporation End User License Agreement, certain third-party and open source software included on your Dialogic distribution media may contain material and applications authored by and subject to copyrights of various third parties and/or subject to various license agreements. Information regarding such copyrights and license agreements is located within each component's source code and/or distribution files. Additional copyright and licensing information for certain of such third party software components which may be required for the use of your Dialogic product may be found on the distribution media in a file entitled, "_____" or on Dialogic's website at http://_____. The Dialogic End User License Agreement does not expand, limit or supersede in any way, the End User's rights under any of such end user license agreements.

EXHIBIT C

AMR-NB Patent Information

Dialogic is licensed for the AMR-NB technology under the following patents:

Jurisdiction	Applicable Patent Nos.
Austria	0156621
Belgium	0156621
Australia	774998, 76409, 739238
Canada	ZL99812785-X, ZL99804901.5 2010830
Denmark	0156621
Finland	EP-1114414, 1224659 113903
France	EP-1114414, 1224659, 1058927, 877335, 0156621
Germany	EP-1114414, 1224659, 1058927, 0156621 69814517.8-08
Greece	0156621
Italy	EP-1114414, 1224659, 877335, 0156621
Japan	3483853
Korea, Republic of	421648
Liechtenstein	0156621
Luxembourg	0156621
Netherlands	877335, 0156621
Russian Federation	22235555, 2251750
Singapore	79451
South Africa	2001/1666, 2001/3150
Spain	877335, 0156621
Sweden	877335, 0156621
Switzerland	0156621
Taiwan	NI-134256, NI-151661
United Kingdom	EP-1114414, 1224659, 1058927, 877335, 0156621
United States	6192335, 6275798, 6424938, 6058359, 6199035, 5444816
