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Apple WAC POSIX Server

Package: WACServer

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Apple mDNSResponder

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Microchip WILC driver

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This file is part of the lwIP TCP/IP stack.

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STM32 Standard Peripheral Library

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Nordic nRF51 SDK

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*printf functions family

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iconv (Charset Conversion Library) v2.0

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openPDM-Filter

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File Name : OpenPDMFilter.h

Author : AST Robotics Team

Date : 7 October 2011

Description : PDM Filter

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CedarX

<https://github.com/allwinner-zh/media-codec>

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THE BASIC LIBRARY FUNCTIONS

Written by: Philip Hazel

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University of Cambridge Computing Service, Cambridge, England.

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Written by: Zoltan Herczeg

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- c. Irrespective of which country Developer is based in, Developer authorizes Google to use its information in, and as a result to transfer it to and store it in, the United States and any other country where Google, or any third-party service providers acting on its behalf, operates. Privacy and data protection laws in some of these countries may vary from the laws in the country where Developer is based.

27. Developer Systems

28. Developer is solely responsible for providing all modems, servers, devices, storage, software, databases, network, and communications equipment, and ancillary services needed to connect to, access, or otherwise use the Fabric Technology (collectively, "Developer Systems"). Developer shall ensure that Developer Systems are compatible with any Fabric Technology and comply with all configurations and specifications described in the applicable Documentation.

29. Suspension; Discontinuance

30. Google reserves the right to discontinue or suspend (permanently or temporarily) the Fabric Technology or any features or portions thereof without prior notice. Google will not be liable for any suspension or discontinuance of any Fabric Technology or any part thereof.

31. Confidentiality

- a. “Confidential Information” means any information disclosed by one party (“Discloser”) to the other party (“Recipient”) that is marked or otherwise identified as “confidential” or “proprietary,” or by its nature or the circumstances of disclosure should reasonably be understood to be confidential. In particular, Confidential Information shall include the Fabric Technology, Reports, Developer Data and all related information, but does not include Usage Data. Recipient may use the Confidential Information of the Discloser only as necessary in fulfilling its obligations or exercising its rights under this Agreement. Recipient may not disclose any Confidential Information of the Discloser to any third party without the Discloser’s prior written consent. Recipient will protect the Discloser’s Confidential Information from unauthorized use, access, and disclosure in the same manner that it protects its own confidential and proprietary information of a similar nature, but in no event with less than a reasonable degree of care. Recipient shall have the right to disclose any Confidential Information of Discloser to any third-party service provider that performs services on behalf of Recipient subject to confidentiality obligations consistent with this Agreement. Promptly upon Discloser’s request at any time, Recipient shall, or in the case of Developer Data shall use reasonable efforts to, return all of Discloser’s tangible Confidential Information, and/or permanently erase all such Confidential Information from any storage media and destroy all information, records, copies, summaries, analyses, and materials developed therefrom.
- b. Limitations. The foregoing obligations shall not apply to any information that Recipient can demonstrate is (i) already known by it without restriction, (ii) rightfully furnished to it without restriction by a third party not in breach of any obligation of this Agreement or any other applicable confidentiality obligation or agreement, (iii) generally available to the public without breach of this Agreement or wrongdoing by any party, or (iv) independently developed by it without reference to or use of any information deemed confidential under this section and without any violation of any obligation of this Agreement. Recipient shall be responsible for any breach of confidentiality by its employees, contractors, and agents, as applicable. Nothing herein shall prevent Recipient from disclosing any of Discloser’s Confidential Information as necessary pursuant to any court order or any legal, regulatory, law enforcement, or similar requirement or investigation; provided, however, prior to any such disclosure, Recipient shall use reasonable efforts to promptly notify the Discloser in writing of such requirement to disclose where permitted by law and cooperate in protecting against or minimizing any such disclosure and/or obtaining a protective order.

32. Ownership; Reservation of Rights

33. Google retains all right, title, and interest in and to all Usage Data. Developer acknowledges and agrees that Google may use Usage Data for its own business purposes, including without limitation analyzing Developer’s installation, use of, and engagement with, and the functionality of the Services, as well as improving the functionality of the Services and other products and services offered or developed by Google, and may share such Usage Data with third-party service providers to assist with or conduct such activities on Google’s behalf. Google may share such Usage Data with other third parties solely in an aggregated and anonymized manner or otherwise in a manner that does not identify the source of such Usage Data. Google and its suppliers own all right, title, interest, copyright, and other intellectual property rights in all Fabric Technology (and any derivative works and enhancements thereof developed by or on behalf of Google) and reserve all rights not expressly granted to Developer in this Agreement. The Fabric Technology (and any derivative works and enhancements thereof developed by or on behalf of Google) are protected by copyright and other intellectual property laws and treaties. THE FABRIC TECHNOLOGY IS SOLELY LICENSED AS SET FORTH IN SECTION 2, NOT SOLD.

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- b. Developer represents and warrants to Google that: (a) the Applications do not and will not infringe any intellectual property or other proprietary right of any third party or violate any right of or duty owed to any third party (including contract rights, privacy rights, and publicity rights); and (b) the Applications and Developer's performance under this Agreement (including use of the Fabric Technology) do not and will not breach any other agreement of Developer or violate any applicable law, rule, or regulation.

35. Google Disclaimers

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37. Indemnification

- a. **Claims Against Developer.** Google will defend the Developer from all third party claims, actions, suits, or proceedings, whether actual or alleged (collectively, "Developer Claims"), and will indemnify Developer and hold Developer harmless from any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) resulting from such Developer Claims, that arise out of an allegation that the Fabric Technology, when used as expressly permitted by this Agreement, infringes the intellectual property rights of such third party. Notwithstanding the foregoing, Google will have no obligation under this Section 15.1 or otherwise with respect to any infringement claim based upon: (a) any use of the Fabric Technology not expressly permitted under this Agreement; (b) any use of the Fabric Technology in combination with products, equipment, software, or data not made available by Google if such infringement would have been avoided without the combination with such other products, equipment, software, or data; (c) any modification of the Fabric Technology by any person other than Google or its authorized agents or subcontractors; or (d) any claim not clearly based on the Fabric Technology itself. This Section 15.1 states Google's entire liability and Developer's sole and exclusive remedy for all third party claims.
- b. **Claims Against Google.** Developer will defend Google from all third party claims, actions, suits, or proceedings, whether actual or alleged (collectively, "Google Claims"), and will indemnify Google and hold Google harmless from any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) resulting from such Google Claims, that arise out of Developer's (a) use of the Fabric Technology or Reports; (b) actual or alleged infringement, misappropriation, or violation of the rights of any third party, including

without limitation any intellectual property rights, privacy rights, or publicity rights; and (c) breach of any term of this Agreement, including without limitation Developer's representations and warranties set forth in Section 13 above. Developer is solely responsible for defending any such Google Claims, subject to Google's right to participate with counsel of its own choosing, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from such Google Claims, provided that Developer will not agree to any settlement related to any such Google Claims without Google's prior express written consent regardless of whether or not such settlement releases Google from any obligation or liability. If Developer uses the Fabric Technology in an official capacity as an employee or representative of a United States federal, state or local government entity and is legally unable to accept this indemnification provision, then it does not apply to such entity, but only to the extent as required by applicable law.

- c. Procedure. The foregoing obligations are conditioned on the party seeking indemnification: (a) promptly notifying the other party in writing of such claim; (b) giving the other party sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at other party's request and expense, assisting in such defense. Neither party may make any public announcement of any claim, defense or settlement without the other party's prior written approval. The indemnifying party may not settle, compromise or resolve a claim without the consent of the indemnified party, if such settlement, compromise or resolution (x) causes or requires an admission or finding of guilt against the indemnified party, (y) imposes any monetary damages against the indemnified party, or (z) does not fully release the indemnified party from liability with respect to the claim.

38. Limitation of Liability

39. (a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY DAMAGES ASSOCIATED WITH ANY LOSS OF USE, BUSINESS, PROFITS, OR GOODWILL OR FOR INTERRUPTION, LOSS OR CORRUPTION OF DATA OR NETWORKS.

40. (b) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT EXCEED FIFTY(\$50.00) DOLLARS (USD).

41. (c) THE FOREGOING LIMITATIONS SHALL NOT APPLY TO BREACHES OF CONFIDENTIALITY OBLIGATIONS OR FOR MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

42. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW.

43. Termination

44. Either party may terminate this Agreement with or without cause immediately upon providing notice to the other party. Upon any termination of this Agreement, (a) Developer must discontinue accessing and using the Fabric Technology and delete all Software and Documentation; (b) the provisions in

Sections 4 (Kit Terms), 7 (Developer Feedback), 8 (Data Usage and Transfer), 11 (Confidentiality), 12 (Ownership; Reservation of Rights), 14 (Google Disclaimers), 15 (Indemnification), 16 (Limitation of Liability), this Section 17 (Termination) and Section 18(e) (Governing Law; Venue; Prevailing Fees) shall survive; (c) all obligations or liabilities that accrued prior to the effective date of termination and all remedies for breach of this Agreement shall survive; and (d) all other rights, obligations, and licenses of the parties under this Agreement shall terminate.

45. Miscellaneous

- a. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings, or agreements (oral or written), between the parties about the subject matter of this Agreement.
- b. Amendments. Google may amend this Agreement from time to time. If Google makes a change to this Agreement that, in its sole discretion, is material, Google will notify Developer by providing notice of the change through the Services, the Plugin, or at the email address that Developer provided to Google upon signing up to access the Services. If Developer does not agree to the modified terms of the Agreement, Developer shall notify Google in writing within thirty (30) days, after which this Agreement shall immediately terminate and the Google Entities shall have no further responsibility or liability to Developer.
- c. Waivers. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.
- d. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- e. Governing Law; Venue; Prevailing Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. (a) Except as set forth in Section 18.5(b) below, all claims arising out of or relating to this Agreement or the Services ("Disputes") will be governed by California law, excluding California's conflict of laws rules, and all Disputes will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and You and Google consent to personal jurisdiction in those courts. (b) If Your principal place of business (for entities) or place of residence (for individuals) is in any country within APAC (other than Australia, Japan, New Zealand or Singapore) or Latin America, this Section 18.5(b) will apply instead of Section 18.5(a) above. ALL DISPUTES (AS DEFINED ABOVE) WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES. The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules"). The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA. Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in this Agreement. Subject to the confidentiality requirements in this Agreement, either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this subsection. The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over

either party or any of its property. Any arbitration proceeding conducted in accordance with this section will be considered Confidential Information under this Agreement's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this section to a competent court as may be necessary to file any order under this section or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private). The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees. Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision. (c) If Your principal place of business (for entities) or place of residence (for individuals) is in Greece, all Disputes (as defined above) will be governed by Greek law and the parties submit to the exclusive jurisdiction of the courts of Athens in relation to any Dispute.

- f. Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.
- g. Notices. Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed facsimile, confirmed electronic transmission, recognized express delivery courier, or certified or registered mail, prepaid and return receipt requested, addressed to the other party, which, in the case of Developer, shall be the email address that Developer provided to Google upon signing up for the Services, and, in the case of Google, shall be Google Inc. 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, with a copy to Legal Department. All notices shall be in English, and deemed to have been received when they are hand delivered, or five business days of their mailing, or upon confirmed electronic transmission or confirmed facsimile transmission.
- h. Assignment. This Agreement and the rights and obligations hereunder may not be assigned, transferred, or delegated, in whole or in part, whether voluntarily or by operation of law, contract, merger (whether Developer is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or otherwise, by Developer without Google's prior written consent. Any assignment or transfer in violation of the foregoing shall automatically be null and void, and Google may immediately terminate this Agreement upon such an attempt. This Agreement shall be binding upon, and inure to the benefit of, any permitted successors, representatives, and permitted assigns of the parties hereto.
- i. Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party will have the right or authority to assume or create any obligation or responsibility on behalf of the other party.
- j. No Publicity. Developer will not issue any press release or otherwise make any public announcement with respect to this Agreement, any Fabric Technology, or Developer's relationship with Google without Google's prior written consent.

FireBase iOS SDK

Apache License

Version 2.0,

January 2004

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FormatterKit

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FTPopOverMenu

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GONMarkupParser

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Lottie iOS

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Angular

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FlexSlider 2

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angular-socket-io

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malihu-custom-scrollbar-plugin

<https://github.com/malihu/malihu-custom-scrollbar-plugin/blob/master/LICENSE.txt>

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nglmgCrop

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ngStorage

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slick

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angular-slick

<https://github.com/vasyabigi/angular-slick/blob/master/LICENCE>

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angularjs-slider

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flot

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TimezoneJS

<https://github.com/mde/timezone-js>

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jquery-ui

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xregexp

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Masonry

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angular-masonry

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