	<p>IST-2001-34340 D2.3.1 Exploitation Report 1</p>
<p>Distribution List :</p> <p>Author :</p>	<p>Project Partners</p> <p>ACTIMAGE</p>
<p>Distribution List :</p> <p>Authorised by :</p> <p>Date of Issue :</p> <p>Issue :</p> <p>File Name :</p> <p>Work Package :</p> <p>Deliverable Number :</p> <p>Deliverable Type :</p> <p>Deliverable Nature :</p> <p>Total Number of Pages :</p> <p>Contact Details for EUPKI :</p>	<p>Project Partners</p> <p>Yann Fraval, GIP-MDS</p> <p>February, 26th 2003</p> <p>1.0</p> <p>EUPKI-WP2-D2.3.1-1.0.doc</p> <p>WP2 Dissemination & Exploitation</p> <p>D 2.3.1</p> <p>Public</p> <p>Exploitation Report 1</p> <p></p> <p>Project Coordinator Yann FRAVAL GIP-MDS mail : yann.fraval@gip-mds.fr web site : www.eupki.org</p>

0 Table Of Contents

0	TABLE OF CONTENTS	2
1	DOCUMENT CONTROL	4
1.1	ABSTRACT	4
2	INTRODUCTION AND GLOSSARY	5
2.1	GLOSSARY	5
3	LEGAL FRAMEWORK.....	6
3.1	PROJECT HISTORY	6
3.2	THE EUROPEAN COMMISSION CONTRACT	6
3.3	THE DUAL LICENSING: LGPL AND MOZILLA	6
3.4	CONSORTIUM'S AGREEMENT	6
3.5	RESPONSABILITIES OF THE CONTRIBUTORS	7
3.6	RESPONSIBILITY OF THE CONSORTIUM.....	8
3.7	RESPONSIBILITY OF THE HOSTS.....	9
3.8	INTELLECTUAL PROPERTIES STATEMENTS	9
4	GENERAL EXPLOITATION STRATEGY FOR EUPKI.....	10
4.1	OUR TARGETS.....	10
4.1.1	<i>Institutions and Government organizations</i>	10
4.1.2	<i>Enterprises</i>	10
4.1.3	<i>Open Source and Libre Software communities</i>	10
4.2	OUR ARGUMENTS.....	11
4.3	THE THREATS WE IDENTIFY	11
4.4	USE CASES	12
4.4.1	<i>User of the technology:</i>	12
4.4.2	<i>Supplier of the technology:</i>	12
4.5	MAINTENANCE OF EUPKI: ACTION PLAN.....	13
4.5.1	<i>Overview</i>	13
4.5.2	<i>Actors</i>	14
4.5.3	<i>Tasks</i>	15
4.6	THE TOOLS TO ENSURE AN EFFICIENT EXPLOITATION PHASE.....	16
4.6.1	<i>An efficient development</i>	16
4.6.2	<i>A real dissemination</i>	16
4.6.3	<i>A high technical quality insurance</i>	17
4.6.4	<i>The demonstration phases</i>	17
5	INDIVIDUAL STRATEGIES OF EXPLOITATION	19
5.1	GIP-MDS	19
5.2	ACTIMAGE	19
5.3	SALAMANDRE.....	19
5.4	AQL	19
5.5	AXETEL	20
5.6	CERTINOMIS.....	20
5.7	INTESA.....	20
5.8	CGE&Y	20
5.9	EDF R&D	21
5.10	FT R&D	21
5.11	FINSIEL	21
5.12	INPS.....	21
5.13	GIESECKE & DEVRIENT	22
5.14	ON'X	22
5.15	EADS.....	22
6	ANNEXES.....	23
6.1	ANNEX A: LGPL LICENSE.....	23

6.2	ANNEX B: MOZILLA PUBLIC LICENSE (VERSION 1.1).....	29
6.3	ANNEX C: CONSORTIUM'S AGREEMENT.....	38

1 Document Control

<i>Issue</i>	<i>Date of Issue</i>	<i>Comments</i>
0.1	November, 21 st 2002	First draft of the document
0.2	December, 4 th 2002	Second draft of the document
0.3	December, 11 th 2002	Third draft of the document
0.4	December, 13 th 2002	Fourth draft of the document
0.5	December, 19 th 2002	Fifth draft of the document
0.6	January 13 th , 2003	Axetel contribution
0.7	January, 20 th 2003	CertiNomis contribution
0.8	January, 30 th 2003	Axetel contribution (maintenance plan)
0.9	February, 3 rd 2003	Intesa contribution
0.10	February, 4 th 2003	Finsiel and INPS contribution
0.11	February, 25 th 2003	Addition of the Consortium Agreement
1.0	February, 26 th 2003	Ultimate validation

1.1 Abstract

The purpose of the deliverable D2.3.1 "Exploitation Report 1" is to make the point upon the exploitation strategies of the consortium.

This document clarifies our strategies to perpetuate and make use of the solution we develop with the background idea of a successful introduction of an Open Source project reflected by numerous contributions.

2 Introduction and Glossary

This document is divided into four parts and goes over the main aspects of exploitation strategies of the EuPKI project.

First of all, the legal framework of exploitation is described. A recall of responsibilities of members of the consortium is noted as well.

Then, the document explains the added value of the project towards institutions, government organizations but also enterprises. It also targets the Open Source ambitions of the project.

A special point is made upon the advantages and drawbacks of an Open Source PKI and specific cares are specified. Use cases also appear in this document in the cases of the user and supplier of the technology.

Eventually, each partner will present his own strategies of exploitation.

2.1 Glossary

LGPL	Lesser General Public License
MPL	Mozilla Public License

3 Legal Framework

3.1 Project History

The open standards and protocols are the very foundation of Internet. Despite the fact that digital certificates are widely used in electronic commerce, there was no reference implementation for the certificates related standards. The project of an open source PKI was founded in 1998 by Axetel, in order to develop and support a reference implementation of public key infrastructure.

Since April 2002, the European Commission entrusted an industrial consortium made from 15 participants from 5 different countries to work on EuPKI.

3.2 The European Commission Contract

EuPKI is referenced IST 2001 34340 in the European Commission Projects databases. The essential legal aspects are described in the EU contract at the disposal of the members of the consortium.

For more information about this contract, one should refer to the European Commission, department IST.

3.3 The dual licensing: LGPL and MOZILLA

The EuPKI product issued from the EuPKI project is under the dual licensing of GNU Lesser General Public License (LGPL) and Mozilla Public License (MPL).

The annexes A & B enclose the original text of those two licenses.

3.4 Consortium's Agreement

One document has been constituted on request of the consortium's members to avoid any intellectual property issues during the project. More than that it includes non-competition clauses for the duration of the project.

The entire content of this consortium's agreement is quoted in the annex C.

At the date of redaction of this Exploitation Plan, the Consortium's Agreement was still a project, submitted to the agreement of each partner. It is stated in there for information only.

3.5 Responsibilities of the contributors

As for the consortium's responsibility because of the faulty behaviour of a member, in this case a member bringing an applicative element which rights or property he doesn't own, it is advisable to refer to article 8 point 5 of annex II of the contract which specifies:

"The participants shall indicate to the Commission the pre-existing know-how, in particular the copyrights, relating to any document, on whatever medium, drawn up in the framework of the project.

Where a participant may not freely dispose of such pre-existing know-how, he shall beforehand take the necessary steps to obtain the authorization to dispose thereof in compliance with his obligations under this contract and shall confirm this to the Commission."

Consequently, if a member brings an applicative element which he is not proprietary of or which rights he doesn't own, he should inform the Commission who will inform the consortium's members. If this condition were not fulfilled (Commission or members not informed), it would be a default in a contractual obligation and the faulty member could be excluded from the contract according to dispositions of article 7 of annex II and particularly article 7, 3., b.

Moreover, a clause included in the Consortium Agreement could be written on the model of article 6, 3. of annex II:

"The Consortium cannot be held liable for acts or omissions of his members in the performance of article 8, 5. of annex II of the contract. Each member of the Consortium shall take all necessary steps to ensure that he complies with the obligations resulting from article 8, 5. of annex II of the contract and shall fully guarantee the Consortium and undertake to indemnify it in the event of any action, complaint or proceeding brought by a third party against it as a result of damage caused by him either by an act or an omission in the performance of this article."

3.6 Responsibility of the consortium

Concerning the discharge of responsibility towards tiers and damages that could be caused by the use of the developed program, here is the following clause appearing:

"This software and all the accompanying files are provided "as is" and without any warranties expressed or implied including but not limited to implied warranties of merchantability and fitness for a particular purpose.

In no event will the author(s) be liable for any damages whatsoever (including without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use this product."

3.7 Responsibility of the hosts

As for any Open Source project, a discharge of responsibility for the hosts is quoted on the website from where EuPKI can be downloaded.

The text appearing is the following:

- *No warranty: the program is distributed in the hope that it will be useful, but without any warranty. It is provided "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.*
- *In no event the host will 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 the host has been advised of the possibility of such damages.*

3.8 Intellectual Properties statements

See the project of Consortium Agreement on that point, in Annex of that document.

4 General exploitation strategy for EuPKI

4.1 Our targets

4.1.1 *Institutions and Government organizations*

Institutions and government organizations tend to modernize their use of the Internet network in order to take advantage of it. Many projects concerning e-declaration have arisen recently. Their specifications are strong and they need a maximum level of security. That's where a PKI solution proves to be useful.

Our solution is completely adapted to their need and the reason is twofold:

- As an Open Source application, the product guarantees maximum security to the client, contrary to proprietary solutions that prevent the client from knowing exactly what's inside the application, if wanted, and compelling him to blindly trust the solution.
- Also as an Open Source application, the proposed solution is free of charge, which clearly serves institutional and governmental organizations and helps them to widely and easily spread its use.

4.1.2 *Enterprises*

Enterprises benefit from the same advantages explained above when this solution is internally deployed. But they can also externally deploy it, taking advantage of both the Open Source license (making the code accessible to anyone) and the LGPL license (enabling them to make the solution proprietary).

4.1.3 *Open Source and Libre Software communities*

We will promote EuPKI as much as to entail one general contribution from Open Source Communities. Our objective is to convince these targets of the major interest to contribute in that project so to lead one major security solution in the European market that is Open Source and totally free.

We have established contacts with some of these communities and will try to maintain these contacts till the official opening to external contributors in 2003.

The CVS servers have already been configured to allow this contribution as soon as we declare it possible (at the end of the initial project).

A forum on the public website is already integrated to welcome any comment from external visitors.

4.2 Our Arguments

An Open Source solution is a completely viable solution and has many advantages compared to other solutions.

An Open Source solution is:

- end-user oriented, by definition,
- an opportunity to have a best quality for technical tools at reduced costs,
- an answer to the transparency necessity giving a total visibility on the specifications and the source code. This gives no doubt about the really implemented functionalities, contrary to "black box" systems or softwares, and improve confidence.
- a good way to improve quality, scalability and feature set of the security code
- encouraging development and deployment and gives support for PKI features
- a means to accelerate growth for e-commerce, e-declaration on Internet.

4.3 The threats we identify

But Open Source projects also have many drawbacks that can eventually be turned into advantages if care is taken.

- Maintenance and organization of the project:
Special care must be taken concerning the maintenance of the application because it guarantees the durability and credibility of the solution.
- Proprietary threats and software patents:
As an Open Source software under the dual licensing LGPL/MPL, the EuPKI solution can be included in proprietary software. And, as it has already happened before to a competitor of ours, the proprietary solution owners can then argue that they dispose of the same code plus a customer service as well as a strong marketing department. It is easy for them to snatch up clients of the Open Source solution that search for the durability of their solution.

Many other PKI solutions already exist but they are either proprietary solutions of big companies or small Open Source projects that lack of support and then credibility towards public's eyes.

The strong advantage of this project is the guarantee that offers the European Commission's label not only in terms of acknowledgement but also in terms of protection against malicious competitors towards our product.

Furthermore, contrary to other Open Source projects, this EuPKI project is not the work of individuals but the bringing together of acknowledged companies with strong identities and interests in the project.

However, we must be very careful as to the quality of the maintenance of the product since it will reflect the quality of the whole project. It requires a strong commitment from the company in charge of the maintenance in order to contribute to the credibility earned until then.

4.4 Use cases

We can distinguish two main categories of users with their own objectives.

4.4.1 *User of the technology:*

- have a trusted foundation block to implement services where security and confidence is strongly required (eAdministration, eVoting, eDeclaration, eProcess, for examples),
- deploy secure architecture at a reasonable cost that will be able to support millions of potential users,
- have a PKI that take into account the support for smartcard, and also support advanced signature,
- consider that libre software strategy choice as global enterprise's PKI base is the most interesting scenario studied in terms of continuation, quality and trusted fonctionnalités.
- protect enterprise against the disappearance of PKI editors.
- ensure that no backdoors exist in the code.

4.4.2 *Supplier of the technology:*

- propose an open, libre software and trusted PKI, to reach and provide answers to customers who definitely refuse commercial products in sensitive context,
- propose solutions that will be able to take into account the legal characteristics through reusable plugable components,
- propose a solution and not only a product.

4.5 Maintenance of EuPKI: action plan

4.5.1 Overview

Eupki is conceived as an *opensource* public key infrastructure. The opensource way of development is known to be a real source of ideas and contributions from a large community of developers, but to function in a decentralized and sometimes disorganized way (or the "bazaar" way of development, according to E. S. Raymond¹).

One of the main strengths of Eupki is the diversity and quality of the participants. We have started to develop Eupki in an *industrial* mode and we will maintain this mode of development as long as possible.

The maintenance strategy is made of several components:

Keep equilibrium between the initial quality requirements of the project and the requirements of the contributors.

Setting the entry level too high will hinder contributors, whereas putting the barrier to low will make the maintenance process difficult.

Animate the developers community

The community is composed of two main categories: users and members with various rights on the system.

Respect of the standards and protocols

Special attention will be given to respect the open standards and protocols. A member of the team will make the link with the standardization bodies (IETF, W3C, oasis, etc).

Relationships with other open source projects

We will keep a reciprocal link with other open source projects in order to exchange experience. On the one hand we will provide other opensource projects with our Pki modules; on the other hand we will integrate modules from their projects (if modules are acceptable and necessary).

¹ <http://www.catb.org/~esr/writings/cathedral-bazaar/> by Eric S. Raymond

Compatibility with major infrastructure software vendors

Once we produce a first stable software version, we will apply the above mentioned maintenance strategy, allowing us to federate the contributions of the actors involved in the open source project contributions, using the resources and tools available.

4.5.2 Actors

4.5.2.1 Observer

- Can view, but cannot change resources.
- Has read-only access to most resources.
- Has read-only access to web content and source code (CVS).
- Submits issue to issue tracking
- Subscribes and posts to mailing lists.

4.5.2.2 Developer

- Contributes directly to source code.
- Gains write access to most resources.
- Write access to HTML, news utility, files utility, CVS, issue tracking, mailing list.

4.5.2.3 Content Developer

- Contributes directly to project's web content (HTML).
- Gains write access to project's HTML, news utility, files utility, mailing list and issue tracking.

4.5.2.4 Module owner

- Initiator of a new module
- Content developer privileges and federation of content developers specific to his module

4.5.2.5 Project Leader

- Defines the project's overall mission, direction, methodology, and community formation; he has legal responsibility for the project.
- Gains administrative access to all project functions.

- Grants permissions to members' requests on project.
- Administers all project mailing and issues list and is default moderator on all lists.
- Project Leader role supersedes any other roles you may hold on a project.

4.5.3 Tasks

- Axetel
 - Tasks :
 - Publication and respect of the future milestones of the project
 - Work with module leaders
- Contributors
 - Tasks :
 - To make contributions in respect of the acceptance policy
- Advisory board

The advisory board is composed of personalities of Pki opensource world who are recognized for their competence on Pki and opensource issues. Typically the members of Eupki consortium interested to be involved on long term will be in the Advisory Board.

4.6 The tools to ensure an efficient exploitation phase

4.6.1 *An efficient development*

One major stepping stone is worth mentioning, which is the public, unrestricted access to the EuPKI code repository. This mark should be attained as soon as possible and should be made out of a functional skeleton, a valid integration procedure and a code validation audit by the consortium. From this point forward, the development follows the standard open source approach (public source at all times, unregulated commits, open discussions, weekly or daily snapshots, etc.). Internal organization will slightly change following this point, as the only strictly controlled actions will be the actual commits to the master repository, to which only the active developers have write access (as opposed to a more tightly controlled environment during the skeleton construction, validation and integration, when source availability stays within the consortium).

As stated in the integration document, code can be branded as either development quality or EuPKI certified. A clear distinction will be made between these two states in order to avoid the situation where comments or remarks on security evaluations or production quality are made public and referred to using the development code. As such, the development code, repository, snapshots and the like will be hosted on Axetel's servers. Code is synchronized on the EuPKI repositories following the necessary evaluation and validation procedures. Integration can then use this code base to start providing EuPKI branded packages. WP5 will inherit the integration tools for internal tests and continued development.

The development process is divided into three main successive efforts that highlight the need for an organization pattern starting from scratch, as no code except the standard libraries and APIs are currently available.

4.6.2 *A real dissemination*

A specific care is made upon dissemination initiatives. A whole work package has been dedicated to these activities in the project.

Many tools have been set up at our disposal in order to make this dissemination as efficient as possible:

- A public website is the main source of information accessible to any visitor around the world. This website is also the entrance door to the CVS server hosting our solution.
- A private extranet is gathering any information needed by the member of the consortium. This extranet is accessible only to the consortium and allows us to grant our action plans.

- Many dissemination initiatives are set up this and there. We try to be present at any conference or exhibition that is suitable for our project.

With these tools we try to make dissemination a key objective to prepare a concrete and efficient exploitation framework.

For more information about the websites or the dissemination initiatives, one should refer to the corresponding produced deliverables D.2.1 and D.2.2.

4.6.3 A high technical quality insurance

The quality management of our production has become a key objective for us. A Quality Management Report (D.1.3) has been produced at the beginning of the project to ensure a respect of quality rules and chart for any production of the consortium.

For a more technical quality concern, we have established a document, not part of the required deliverables, summarizing the global Quality Validation and Acceptance process to validate the modules integrated into EuPKI. Any module (from an external as well as internal origin) is submitted to this process. That is why we put a high level of requirements on the technical quality.

More than that, one partner deeply involved in ITSEC concerns puts the guidelines for us to point out a potential homologation.

4.6.4 The demonstration phases

One Work package will be in charge of leading a demonstration supply to promote EuPKI. A specific strategy is being considered to put a high importance level to that phase that will be our first chance to demonstrate and make people aware of our concrete achievements.

A complete platform will be set up, to make the certification services available for test. The standard interfaces for registration, revocation and any action useful to manage certificates will be opened to testers. More technical interfaces, like administration and supervision, will be opened only to selected people to guaranty the correct operation of the system during the demonstration. The real aim of this phase is to validate the EuPKI development in a nearly operational context with many people using it during a given period. At the end, a qualification report will be delivered, to be consistent with the quality insurance process in the whole project.

As the proof of the pudding is in the eating, this will also be the occasion to demonstrate the EuPKI technology to many interested entities all around Europe in a very simple, and not expensive way.

5 Individual Strategies of exploitation

Each member of consortium has a different strategy as to the future of its involvement in this project. Each member's point of view is exposed in the following:

5.1 GIP-MDS

GIP-MDS plans to use EUPKI in their social declaration project, next generation of e-Declaration process on the [net-entreprises](#) platform.

5.2 ACTIMAGE

Actimage will provide consulting and integration services based on EUPKI to its institutional and business customers and promote its adoption in eCommerce solutions.

Generally speaking, the main clients this web agency deals with are banks and institutions. As explained before such a PKI may be of great interest for many reasons, particularly the high level of trust and security due to its Open Source characteristic. More than that, the software department of ACTIMAGE may contribute actively to the maintenance of the product, as regard from the feed-backs from the experiences of integration ACTIMAGE had to do this and there of that solution.

ACTIMAGE plans to use and integrate this PKI in its VPN, which binds the four agencies of the company.

ACTIMAGE looks forward being partner in a 6th framework program integrated project of PKI deployment upon european institutions.

Bringing a big institution to integrate EuPKI would be a major key to ensure the success of the project and that remains a goal of ACTIMAGE, which is already making lobby on its contacts.

5.3 Salamandre

Salamandre plans to lobby the relations initiated and created during and after the project.

5.4 AQL

AQL plans to integrate EUPKI in the operational technical environment of its consultants, and due to the libre software nature will be able to reach new customers which were interested by PKI characteristics but refused the proprietary and closed technical environment.

5.5 Axetel

As initiators, authors of the code and previous maintainers of the project, Axetel will maintain and commercialize the software after the end of the European Project. Based on Eupki kernel , a line of products will be developed (opensource domain controller, form signature software...).

Axetel will also provide consulting and integration services based on EUPKI to its customers. Eupki will also be used as technical platform for offering certification authority services in Romania.

5.6 CertiNomis

CertiNomis plans to deliver services based on the EUPKI technology. As this platform will become a european standard, CertiNomis will propose it to its clients and especially to national agencies and administration entities. CertiNomis already has a proprietary technology and knows how complex and expensive it can be to keep it up to date. CertiNomis cooperates in the EUPKI project to get a second PKI implementation, for different usages and clients, which will be in the future updated with less, and shared, investment.

5.7 Intesa

Intesa is really interested to delivery in the next future services based on the EUPKI technology for national agencies and corporate entities following the Italian regulations on the subject of digital signature. The Intesa experience , gained in the implementations of PKI based systems for Italian Public Administration, will be available in order to test and improve the EU PKI solutions.

Besides several initiatives will be considered in order to deliver citizens online services based on EUPKI kernel.

5.8 CGE&Y

CGE&Y plans to develop internal E-process based on EUPKI project. Indeed, CGEY internal PKI is already based upon open PKI. Nowadays, CGEY wish to industrialize this pilot : the EUPKI project will be the basis of this industrialization. CGEY will also propose the EUPKI project to its clients and particularly to security directors. Besides, we train our client in security, and we will teach the benefits of the open technology in comparison with others. Moreover, in internal events, the EUPKI project will be proposed.

5.9 EDF R&D

EDF plans to use the EUPKI project as an internal PKI for a set of sensitive applications and as well with the remote-access authentication system for their nomade workers. Several B2C initiatives, such as the EDF On-line agency or EBPP (Electronic Bill Presentation Payment) services have also been identified as potential users of EUPKI.

5.10 FT R&D

FT plans to develop and promote services based on EUPKI results such as internal E-process : secure E-mail, remote access to corporate IS, secure access to sensitive applications. B to C, C to A, B to B and B to A context, E-declaration, E-voting.

5.11 Finsiel

Finsiel plans to deliver solutions based on the EUPKI technology. As this platform will become a European standard, Finsiel will propose EUPKI product to build a valid PKI solution to its customers, in particular it will be a good alternative to reach and provide answers to customers who definitely refuse a proprietary and closed technical environment.

5.12 INPS

INPS has many interests in the field of PKI to give answer to its needs dealing with digital signature and online authentication.

Actually INPS is already using certificates to deliver on-line services in order to receive signed e-declarations and to authenticate clients.

Moreover INPS is heavily involved in the TESS Programme for European exchanges of e-forms and INPS follows with interest the development of European Standard, as in EUPKI Project.

The adoption of standard assures a large interoperability at national and European level, according to which INPS participates to another IST Project "e-Epoch" that aims at demonstrating interoperable and secure smart card digital identification systems.

INPS is in favour of proposing the results of EUPKI Project to its users both citizens and co-operating Institutions, in a wide vision of interoperability that leads to the 6th framework program.

5.13 Giesecke & Devrient

G&D wants to use the EUPKI in various tenders to appear throughout Europe in the near future. G&D's plan is to take the PKI as a general platform for the project and consulting business – especially in the areas of secure e-administration.

5.14 ON'X

On'X being a PKI or PKI based solution provider, will obviously make use or propose EU-PKI results whenever suitable to the customers requirements.

5.15 EADS

EADS will exploit EUPKI results following two different ways :

The company will integrate them in its global industrial offer of secured networks for its current and future customers

After the project, the company will provide its demanding customers with a standard, interoperable and European PKI offer.

6 Annexes

6.1 Annex A: LGPL License

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.

6.2 Annex B: Mozilla Public License (version 1.1)

1. Definitions.

1.0.1. "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.

1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable" means Covered Code in any form other than Source Code.

1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License" means this document.

1.8.1. "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1.

For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

(b) under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

(c) the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

(d) Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

(a) under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

(c) the licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Code.

(d) Notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability

incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial

Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

(a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

(b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the NPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

EXHIBIT A -Mozilla Public License.

``The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.mozilla.org/MPL/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is _____.
The Initial Developer of the Original Code is _____.
Portions created by _____ are Copyright (C) _____
_____. All Rights Reserved.
Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[_____] License"), in which case the provisions of [_____] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [_____] License and not to allow others to use your version of this file under the MPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [_____] License. If you do not delete the provisions above, a recipient may use your version of this file under either the MPL or the [_____] License."

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

6.3 Annex C: Consortium's Agreement

This document was still a project at the date of delivery of the Exploitation Plan. It is given for information only and should **not** be reflected as a signed and approved document.

INFORMATION SOCIETIES TECHNOLOGY
(IST)
PROGRAMME



Consortium Agreement related to the Project

IST 2001 34340

Established on February 21, 2003

Authors: Yann FRAVAL, Perica SUCEVIC & Vincent GASS
GIP-MDS
Version: 0.1
Date: 21/02/03
Status: DRAFT

0 Table of Contents

0	TABLE OF CONTENTS	40
2	PARTIES/PARTNERS CONCERNED BY THIS AGREEMENT	42
2	PREAMBLE	42
3	DEFINITIONS	43
4	PURPOSE AND SCOPE	43
5	OWNERSHIP OF THE PARTIES	44
5.1	PRE-EXISTING KNOW-HOW	44
5.2	OWNERSHIPS	44
5.2.1	<i>Joint ownership</i>	44
5.2.2	<i>The deliverables</i>	45
5.2.3	<i>The Code produced</i>	47
5.2.4	<i>The brand and logo</i>	48
5.2.5	<i>The hardware ownerships</i>	48
6	EXPLOITATION AND DISSEMINATION OF RESULTS	49
7	RESPONSIBILITIES AND SANCTIONS FOR FAILING TO CARRY OUT CONTRACTUAL OBLIGATIONS	50
8	ANNEX I: THE BRAND DEPOSITION DOCKET	51

1 Parties/Partners concerned by the agreement

List of Participants

Participant Role	Part. Nb	Participant name	Participant short name	Country	Stat*
USER	1	GIP Modernisation des Déclarations sociales	GIP MDS	FR	CO
DISS	2	Actimage	Actimage	LU	CR
DISS	3	Salamandre	Salamandre	FR	MB
ITSEF	4	Alliance Qualité Logiciel	AQL	FR	CR
PROV	5	Axetel Consulting	Axetel	RO	CR
PROV	6	CertiNomis	CertiNomis	FR	CR
PROV	7	INTESA	INTESA	IT	MB
USER	8	Cap Gemini Ernst & Young	CGEY	FR	CR
USER	9	Electricité De France R&D	EDF	FR	MB
USER	10	France Telecom R&D	FTRD	FR	MB
USER	11	FINSIEL	FINSIEL	IT	MB
USER	12	INPS	INPS	IT	MB
PROV	13	Gieseke & Devrient	G+D	DE	CR
PROV	14	ON-x Consulting	ONX	FR	CR
PROV	15	EADS	EADS	FR	MB

2 Preamble

The parties have submitted a common proposal for the project entitled "EuPKI, the libre software Public Key Infrastructure" to the European Commission in the framework of the fifth Framework Program for Research and Technological Development: this project addresses the PROMISE objectives of development (Decision 98/253/EC on the multi-annual Community program (1998-2002) to stimulate the establishment of the Information Society in Europe).

The Commission of the European Communities (hereinafter referred to as "The Commission") has accepted the proposal for this project submitted by the hereinbefore-nominated parties.

The parties, having considerable experience in the field concerned, have decided to execute the EU-RTD model-contract to be awarded by the Commission.

Consequently to a vote of the consortium in a Steering Board, November 27, 2002, the Parties decided to change the name of the product made by the consortium. The new name became "EuropePKI", and was deposited to INPI (National Institute of Intellectual Property) by the coordinator, GIP-MDS together with the logo.

The relation between the parties and the Commission shall be governed by the EU-RTD model-contract, this Agreement shall comply with competition rules under the Treaty establishing the European Community.

The parties wish to define certain of their rights and obligation inter se in respect of the carrying out of the EU-RTD model-contract.

The terms of this agreement shall complement but not conflict with the requirements set out in the EU-RTD model contract.

The parties agreed that this Agreement constitutes the entire Agreement, both written and oral between the Parties with respect to the subject matter hereof, and that all prior agreements either written or oral shall be abrogated, cancelled and are void and of no effect, except the EU-RTD model contract.

This contract constitutes and embodies the entire understanding between the Parties and merges the prior discussions between the Parties and supersedes any other agreements written or oral related to the subject matter related to the Project IST 2001 34340.

3 Definitions

The definitions contained in the EU-RTD model contract and particularly in the Article 1 of Annex II, Part A of the EU-RTD model contract apply to the agreement. In addition the following terms are defined as follows:

- "EuropePKI": the brand deposited at INPI under the national french docket 02 3 196 559.
The deposition table is produced in the annex 1.
- "The logo": the corresponding logo deposited at INPI under the national french docket.
The deposition table is produced in the annex 2.

4 Purpose and scope

The purpose of the Consortium Agreement is to facilitate the fulfilment of the research work assigned to each Party in order to complete the IST 2001 34340 Project.

This agreement is to stand the share of the copyrights of the brand "EuropePKI" and the related logo to all the Parties listed in 1. It details the entire sharing of property with no copyrights for the whole consortium and this, ad vitam aeternam.

5 Ownership of the Parties

5.1 Pre-existing know-how

Consequently to the decision of the technical Board dating from November 27, 2002 to develop the Public Key Infrastructure object of the IST 2001 34340 from scratch, no pre existing know-how is taken into account in this Consortium Agreement.

5.2 Ownerships

5.2.1 Joint ownership

The knowledge of the Parties is owned by the contractors who carried out the work generating the Knowledge.

The Generators of the Results agreed to create a joint ownership. This joint ownership is designed by "Copyright Consortium EuropePKI" and is protected by the corresponding depositions at INPI, made by the coordinator, GIP-MDS.

Each partner shall take care of the respect of rights reservation for the common consortium property for the duration of the project. Each one shall prevent abusive use or warn formally the Steering Board and its coordinator in case of misuse of the common ownership. The mandated coordinator will do the necessary steps to protect and defend this common ownership.

The joint ownership becomes public at the end of the project, mentioned on the EU-RTD model contract.

5.2.2 The deliverables

The following deliverables are under the joint ownership copyright "Consortium EuropePKI" for the duration of the project. They become public at the end of the project, as referred in the EU-RTD model contract.

Deliverable No²	Deliverable title	Delivery date³	Nature⁴	Dissemination level⁵
D1.1.1	Management report 1	7	R	PU
D1.1.2	Management report 2	14	R	PU
D1.1.3	Management report 3	20	R	PU
D1.2.1	Technical management report 1	5	R	PU
D1.2.2	Technical management report 2	15	R	PU
D1.2.3	Technical management report 3	20	R	PU
D1.3	Quality management report	2	R	PU
D2.1	Dissemination tools implementation report	3	R	PU
D2.2.1	Dissemination report 1	7	R	PU
D2.2.2	Dissemination report 2	14	R	PU
D2.2.3	Dissemination report 3	20	R	PU
D2.3.1	Exploitation report 1	7	R	PU
D2.3.2	Exploitation report 2	14	R	PU

² Deliverable numbers in order of delivery dates: D1 – Dn

³ Month in which the deliverables will be available. Month 0 marking the start of the project, and all delivery dates being relative to this start date.

⁴ Please indicate the nature of the deliverable using one of the following codes:

- R** = Report
- P** = Prototype
- D** = Demonstrator
- O** = Other

⁵ Please indicate the dissemination level using one of the following codes:

- PU** = Public
- PP** = Restricted to other programme participants (including the Commission Services).
- RE** = Restricted to a group specified by the consortium (including the Commission Services).
- CO** = Confidential, only for members of the consortium (including the Commission Services).

D2.3.3	Exploitation report 3	20	R	PU
D3.1	Brainstorming requirements analysis	0,5	R	PU
D3.2	Report of the first brainstorming meeting	1	R	PU
D3.3	Report of the second brainstorming meeting	1,5	R	PU
D3.4	Report of the third brainstorming meeting	2	R	PU
D3.5	Review of the draft of the definition of the perimeter of the project	2,5	R	PU
D3.6	Perimeter and requirements of the project	3	R	PU
D4.1	Global architecture	4	R	PU
D4.2	External communication interface	8	R	PU
D4.3	Internal functional specification	8	R	PU
D5.1	Implementation - beta version	4	O	RE
D5.2	Implementation - Final version	6	O	PU
D5.3	Tests of the developed components	5.5	R	PU
D6.1	Initial integration report	6	R	RE
D6.2	Integration report for preliminary version	12	P	PU
D6.3	Integration report for final version	21	P	PU
D7.1	Demonstration report	20	P	PU
D7.2	Qualification report	20	R	PU
D8.1	Security reference document list	3	R	PU
D8.2	Components subject to evaluation	4	R	PU
D8.3	Remarks and question form report 1	9	R	PU
D8.4	Remarks and question form report 2	15	R	PU

5.2.3 The Code produced

EuropePKI will include the following header in each module delivered by WP5, integrated by WP6 and active part composing the final solution.

All the legal aspects frameworking the code are stated in the both licenses MPL and LGPL.

```
*=====
*
*           IST 2001 34340 - EuPKI project           *
*                                     *
*           European Libre Software           *
*           Public Key Infrastructure           *
*           IST 2001-34340                     *
*                                     *
*=====
*
* EuropePKI is dual licensed: L-GPL and MPL. For more information please
* report to <http://www.mozilla.org/MPL/MPL-1.1.html> and
* http://www.gnu.org/copyleft/lesser.html
* <http://www.gnu.org/copyleft/lesser.html>.
* Information on the project can be found at <http://www.europepki.org/>
*
* Software distributed under the License is distributed on an "AS IS" basis,
* WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License
* for the specific language governing rights and limitations under the
* License.
*
* The Original Code is eupki.org code (eupki-dev@eupki.org).
*
* The Initial Developer of the Original Code is Axetel
* (http://www.axetel.com).
*
* Copyright (C) Consortium IST 2001 34340 - EuPKI, 2001 - 2003
* EuropePKI is a software which has been developed under European Commission
* program referenced IST 2001 34340
* See http://www.cordis.lu/ist/ka4/tesss/impl\_free.htm
*
* Contributor(s):
*
* Alternatively, the contents of this file may be used under the terms of
* the GNU Lesser General Public License Version 2.1 or later (the "LGPL"),
* in which case the provisions of the LGPL are applicable instead
* of those above. If you wish to allow use of your version of this file only
* under the terms of the LGPL, and not to allow others to
* use your version of this file under the terms of the MPL, indicate your
* decision by deleting the provisions above and replace them with the notice
```

- * and other provisions required by the LGPL. If you do not delete
- * the provisions above, a recipient may use your version of this file under
- * the terms of any one of the MPL or the LGPL.
- *
- *

The contributors whose proposition is validated and integrated in the code are namely listed in the dedicated section.

5.2.4 The brand and logo

Brand and logo are deposited at INPI under the dockets mentioned in the copies in Annex I and II.

GIP-MDS engages itself to share freely the property of this brand, this logo and the related domain names (europepki.net, europepki.org, europepki.com, europe-pki.net, europe-pki.org, europe-pki.com) with:

- the European Commission,**
- the Consortium here referred as the "Parties",**
- the contributors in an Open Source way of process,**

and this with no limitation of duration.

GIP-MDS will ensure the totally free use and exploitation of EuropePKI brand and logo with no condition and no limitation of duration.

5.2.5 The hardware ownerships

Any hardware material brought by one partner in the context of the project to carry out in good conditions its mission in the project is the property of this partner, but stay at the disposition of the consortium for the duration of the project.

At the end of the project, it becomes the ownership of the investor.

Typically those materials shall be:

- the CVS servers hosting the developments and the code,
- the web servers hosting the websites and the downloading portal,
- the demonstration platform,
- the smart cards.

In any case, for the duration of the project, no access right to one disposal can be refused to any member willing to work on it. Any conflict shall be submitted to the Steering Board, which may organize one vote.

6 Exploitation and Dissemination of results

All the results will be referred to and disseminated as IST 2001 34340 – EuropePKI, with no restriction on the use of the name, logo and deliverables.

At the end of the project, each party becomes responsible and independent from the others concerning its own exploitation strategy it is totally free to build as it wants. No restrictive right can be engaged on the code, the product, the deliverables, the name or the logo, generally speaking the global ownership of the project.

More details about the Exploitation strategies are stated in the Exploitation Plans, part of the deliverables.

Any member having patented, deposited at INPI or put some copyrights on one tiny element of this common ownership shall inform all the others before the end of the project and do the necessary step to league the property to one commercially neutral organisation: European Commission, one Foundation or GIP-MDS, the coordinator.

7 Responsibilities and Sanctions for failing to carry out Contractual obligations

This Agreement will not be binding upon the Parties until it has been signed hereinbelow by or on behalf of each Party, in which event, it shall be effective retroactively as from the date of the beginning of the Project and/or the deposition at INPI.

In case of non respect of the rules on non competition and no right reservation one financial indemnity shall be claimed by the consortium against the oppositor.

Any dispute, controversy or claim arising under, out of or relating to this Agreement, including any subsequent amendments of this Agreement, concerning, in particular the Contract's conclusion, binding effect, interpretation, performance, breach or termination, as well as any tort claims, shall be referred to and finally determined by arbitration in accordance with the WIPO (World Intellectual Property Organisation) arbitration rules in force on the date of this Agreement. The arbitral tribunal shall consist of The Tribunals from Paris, France.

This Agreement shall be construed, and legal relations between the Parties hereto shall be determined in accordance by the law provided in the EU-RTD model contract (Article 10).

8 Annex I: The brand deposition docket

GIP-MDS
25, avenue Charles Floquet
75007 PARIS

N° National : 02 3 196 559

Dépôt du : 28 NOVEMBRE 2002

à : INPI PARIS

Groupement d'intérêt public - Modernisation des déclarations sociales
(GIP-MDS), 25, avenue Charles Floquet, 75007 PARIS.

Mandataire ou destinataire de la correspondance :
GIP-MDS, 25, avenue Charles Floquet, 75007 PARIS.

EuropePKI

Produits ou services désignés : Logiciel libre d'infrastructure à gestion de clé publique Communication (transmission) par terminaux d'ordinateurs. Raccordement par télécommunication à un réseau informatique mondial. Elaboration (conception) de logiciels. Programmation pour ordinateurs.

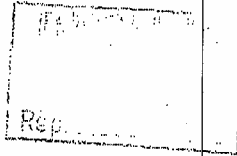
Classes de produits ou services : 9, 38, 42.

R E P U B L I Q U E F R A N C A I S E



DEPARTEMENT DES MARQUES,
DESSINS ET MODELES

32, rue des Trois Fontanot
92016 NANTERRE cedex



Pays	Pour l'Europe	Pour l'Asie	Pour le reste
FR			
EUROPE			
ASIE	X		
RESTE			X
USA			
RUSSIE			
CHINE			
JAPON			
INDIE			
AUTRES			

4F

OBJET: Avis de publication d'une demande
d'enregistrement de marque au BOPI n° 03/01 NL Vol. I du 3 janvier 2003

Conformément à l'article L. 712-2 du code de la propriété intellectuelle, votre demande d'enregistrement a été publiée, le cas échéant en couleurs, au Bulletin officiel de la propriété industrielle, sous la forme et dans le libellé, reproduits en noir et blanc au verso.

A défaut de modification en cours de procédure, l'enregistrement de cette marque ne donnera pas lieu à une nouvelle publication mais uniquement à une mention et c'est le texte reproduit au verso qui figurera sur le certificat d'enregistrement.

Malgré le soin apporté à la saisie des données, des erreurs ou omissions peuvent intervenir. Si tel est le cas, veuillez nous le signaler afin de permettre d'assurer la conformité de nos publications avec le libellé de votre demande.

TRES IMPORTANT

VOUS AVEZ DEPOSE UNE MARQUE. VOUS ALLEZ PROBABLEMENT RECEVOIR DES COURRIERS DE LA PART DE SOCIETES PRIVEES ETRANGERES (notamment domiciliées en Autriche) QUI VOUS RECLAMERONT DES SOMMES D'ARGENT POUR PROCEDER A LA PUBLICATION DE CETTE MARQUE.

REFLECHISSEZ AVANT DE PAYER

L'INSERTION PROPOSEE N'AJOUTE RIEN A LA PROTECTION DE VOTRE MARQUE CAR CES SOCIETES N'ONT AUCUNE LEGITIMITE ET AUCUNE COMPETENCE EN LA MATIERE, NI EN FRANCE, NI A L'ETRANGER.

SI VOUS SOUHAITEZ ETENDRE LA PROTECTION DE VOTRE MARQUE A L'ETRANGER (dans l'Union européenne ou à l'international), SEULS L'INPI, L'OHMI (Office de l'harmonisation dans le marché intérieur) OU L'OMPI (Organisation mondiale de la propriété intellectuelle) SONT HABILITES A RECEVOIR VOS DEMANDES ET A PERCEVOIR LES TAXES CORRESPONDANTES.



INSTITUT NATIONAL DE LA PROPRIETE INDUSTRIELLE
SIEGE
26 bis, rue de Saint Petersbourg
75800 PARIS cedex 08
Téléphone : 01 53 04 53 04
Télécopie : 01 42 93 59 30
www.inpi.fr

MA360/250101

ETABLISSEMENT PUBLIC NATIONAL CREE PAR LA LOI N° 81-444 DU 16 AVRIL 1981