

Register your product and get support at
www.philips.com/welcome

HMP5000



EN	User manual	9
KO	사용 설명서	29
MS-MY	Manual pengguna	51
ZH-TW	使用手冊	73

PHILIPS



EN Please refer to the safety information before using the product.
KO 제품을 사용하기 전에 안전 정보를 숙지하십시오.
MS-MY Sila rujuk maklumat keselamatan sebelum menggunakan produk ini.
ZH-TW 在使用產品之前請參閱安全資訊。

Trademark notice



HDMI, the HDMI logo, and High-Definition Multimedia Interface are trademarks or registered trademarks of HDMI licensing LLC in the United States and other countries.



Manufactured under license from Dolby Laboratories. Dolby and the double-D symbol are trademarks of Dolby Laboratories.



ABOUT DIVX VIDEO: DivX® is a digital video format created by DivX, Inc. This is an official DivX Certified® device that plays DivX video. Visit divx.com for more information and software tools to convert your files into DivX video.

ABOUT DIVX VIDEO-ON-DEMAND: This DivX Certified® device must be registered in order to play purchased DivX Video-on-Demand (VOD) movies. To obtain your registration code, locate the DivX VOD section in your device setup menu. Go to vod.divx.com for more information on how to complete your registration.

DivX®, DivX Certified®, DivX Plus™ HD and associated logos are registered trademarks of DivX, Inc. and are used under license.

DivX Certified® to play DivX® and DivX Plus™ HD (H.264/MKV) video up to 1080p HD including premium content



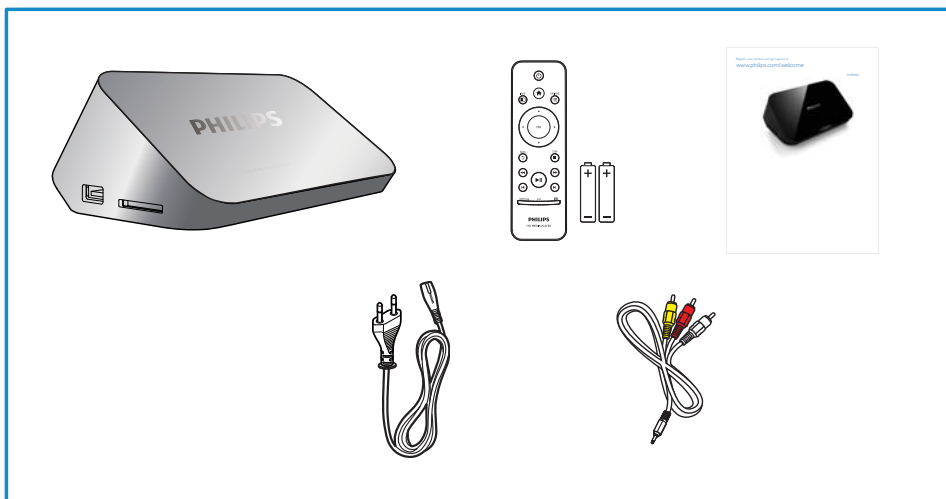
Real RMVB logo is a trademark or a registered trademark of RealNetworks, Inc.



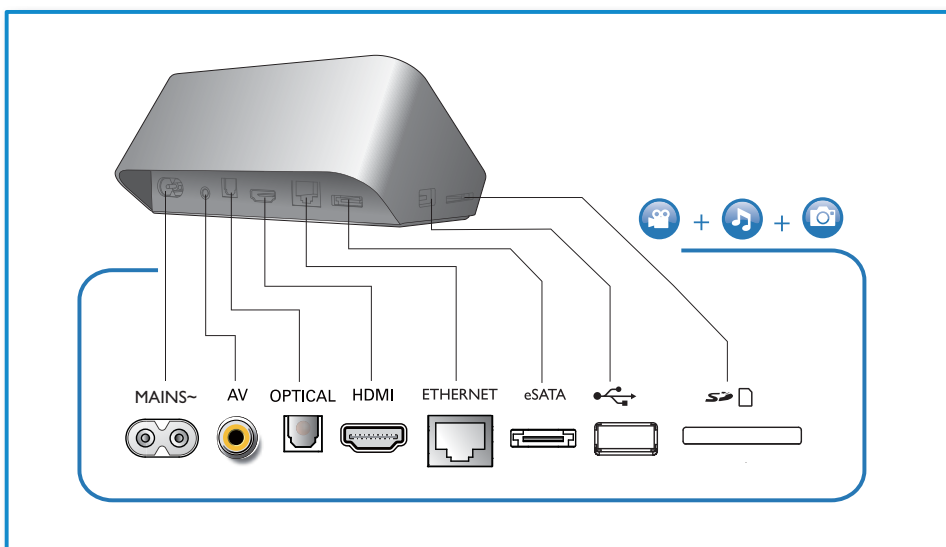
Manufactured under license under U.S. Patent #'s: 5,451,942; 5,956,674; 5,974,380; 5,978,762; 6,487,535 & other U.S. and worldwide patents issued & pending. DTS and the Symbol are registered trademarks, & DTS 2.0+Digital Out and the DTS logos are trademarks of DTS, Inc. Product includes software. © DTS, Inc. All Rights Reserved.

Windows Media and the Windows logo are trademarks, or registered trademarks of Microsoft Corporation in the United States and/or other countries.

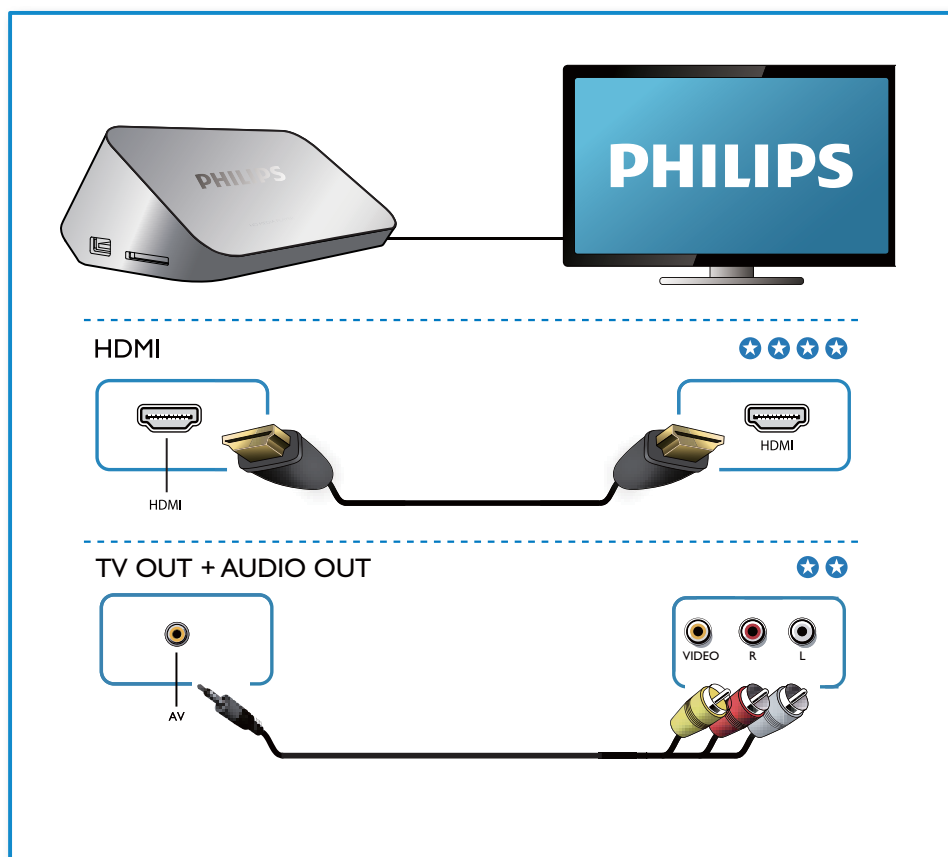




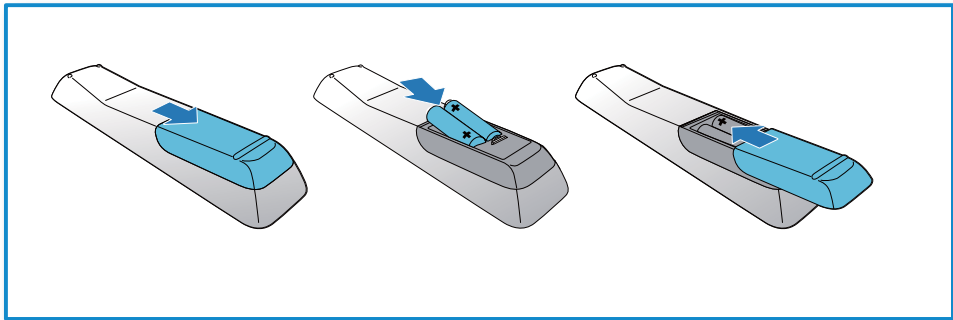
1



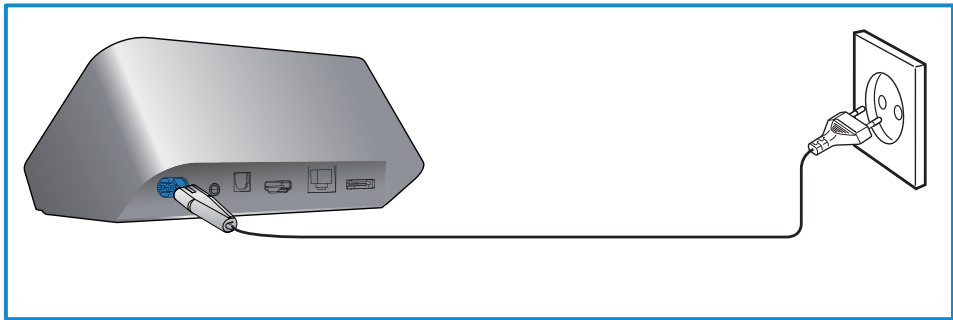
2



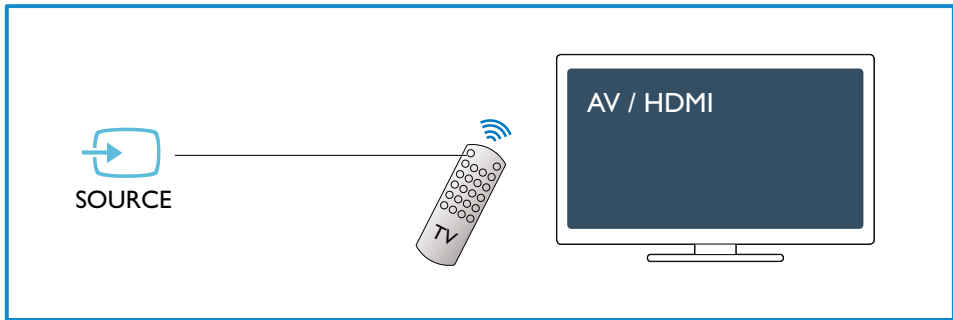
3



4

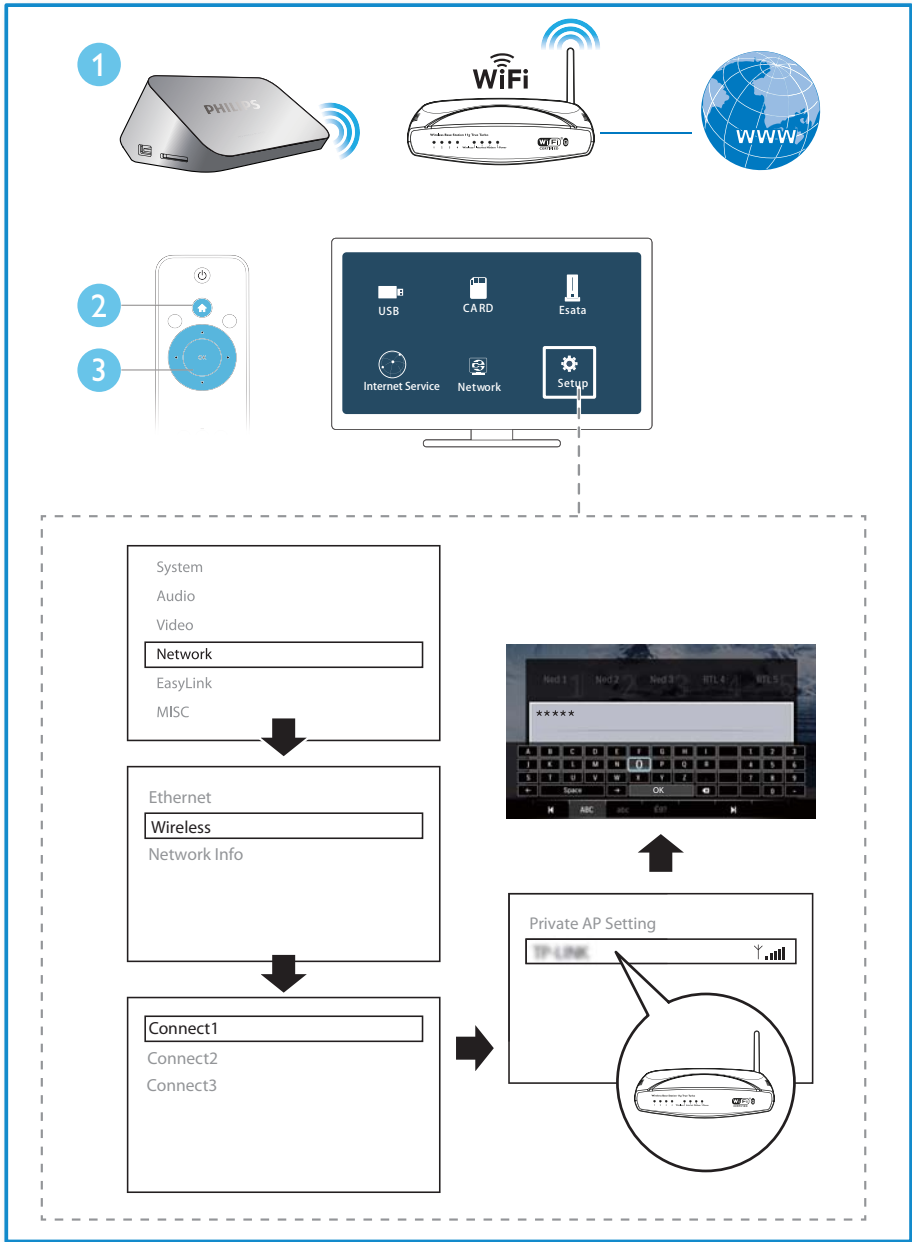


5



6





Contents

1	Control and play	9
2	Options	10
	Video options	10
	Audio option	10
	Photo options	11
3	File browsing	12
	Browse all files	12
	Browse movie files	13
	Browse music files	14
	Browse photo files	15
4	File management	16
	Basic operations	16
5	Set up a network	18
	Wireless network setup	18
	Wired network setup	19
6	Play media files from a computer (DLNA)	20
7	Internet Services	21
8	Settings	22
	System	22
	Audio	23
	Video	23
	Wireless network setup	24
	MISC	24
9	EasyLink	25
10	Update software	26
	Update software via the Internet	26
	Update software via USB	26
11	Troubleshooting	27
12	Specification	28

1 Control and play

Use your remote control to control the play.

Function	Buttons / Actions
Stop the play.	■
Pause or resume the play.	▶
Skip to the previous/next media file.	◀ / ▶
Return to the home page.	⌂
Zoom in or out.	Press  repeatedly. • To pan through an enlarged photo, press ▲▼◀▶.
Search backward/forward fast.	Press ◀◀ / ▶▶ repeatedly to select a speed.
Access subtitle settings.	SUBTITLE
Rotate a photo.	Press ▲ / ▼.
Navigate menus.	▲▼◀▶
Confirm a selection or entry.	OK
Access option menus during play or in the file list.	⋮
Access the file editing menu in the file folder list.	EDIT

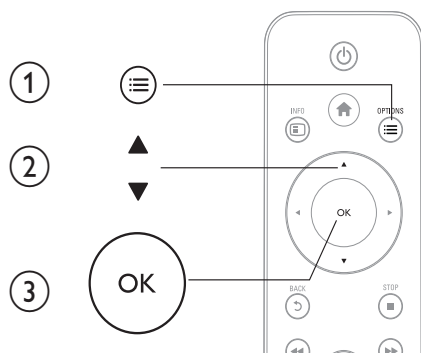


Note

- You can only play DivX videos that were rented or purchased with DivX® registration code of this player. (Refer to "Setup" > "MISC" > [DivX®VOD Code])
- Subtitle files with the following filename extensions (.srt, .smi, .sub, .ssa, .ass, .txt) are supported but not displayed in the file list.
- The subtitle filename has to be the same as the filename of the DivX video (the file extension excluded).
- The DivX video file and the subtitle file must be saved under the same directory.

2 Options

During play, press  to access the option items.



Video options

[Subtitle]: Adjust subtitle settings. Press   to select an item and   to adjust values. Then press **OK** to confirm.

[Audio]: Select an audio language.

[GOTO]: Skip play to the specific time. Press   to select an item and   to adjust values. Then press **OK** to confirm.

[Repeat Title]: Repeat the current title.

[Repeat All]: Repeat the movie file.

[Repeat Off]: Turn off a repeat mode.

[Video Setting]: Adjust the video settings. Press   to select an item and   to adjust values. Then press **OK** to confirm.

Audio option

[Repeat Off]: Turn off a repeat mode.

[Repeat One]: Repeat the current music file.

[Repeat All]: Repeat all the music files.

[Shuffle Loop]: Play music files in a random loop.

Photo options

[**Slide Timing**]: Set a display interval for a slideshow.

[**Slide Transition**]: Select a transition effect for a slideshow.

[**Repeat Off**]: Turn off a repeat mode.

[**Repeat All**]: Repeat all the photo files.

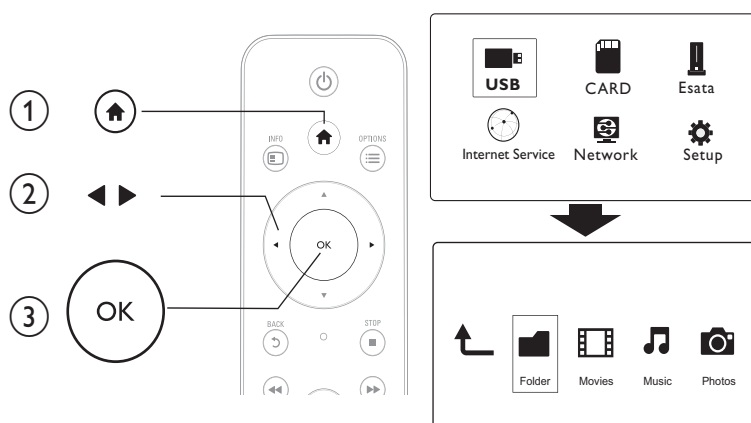
[**Shuffle Loop**]: Play photo files in a random loop.

[**Background Music**]: Select and play a music file during slideshow.

[**Video Setting**]: Adjust the video settings.

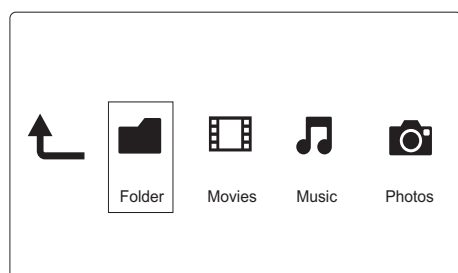
3 File browsing

You can browse media files stored in a USB/SD storage device.



- 1 Press .
- 2 Select [USB]/ [CARD] / [Esata].
- 3 Select a mode to browse media files.
 - [Folder]
 - [Movies]
 - [Music]
 - [Photos]

Browse all files



- 1 Press to select [Folder] and press **OK** to confirm.
- 2 Select your USB/SD storage device and press **OK**.

- 3 Press **≡** in the file browser.
- 4 Press **▲ / ▼** to select a mode to view or arrange files.

[Thumbnails]: Display thumbnails of files or folder.

[List]: Display files or folder in a list.

[Preview]: Display files or folders with a preview window.

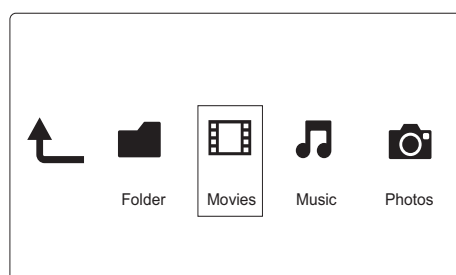
[All Media] Display all media files.

[Movies]: Display movie files.

[Photos]: Display photo files.

[Music]: Display music files.

Browse movie files



- 1 Press **◀▶** to select **[Movies]** and press **OK** to confirm.
- 2 Press **≡** in the file browser.
- 3 Press **▲ / ▼** to select a mode to view or arrange files.

[Search]: Search movie files. Follow on screen instruction to type in key words in the mini keyboard and press **▶||** to start search.

[Thumbnails]: Display thumbnails of movie files.

[List]: Display movie files in a list.

[Preview]: Display files or folders with a preview window.

[All Movies]: Display all movies files.

[Show DVDs]: Display all ISO files.

[Flash Animation]: Display all flash files.

[Go to Folder]: Go to the folder where the selected file is placed.

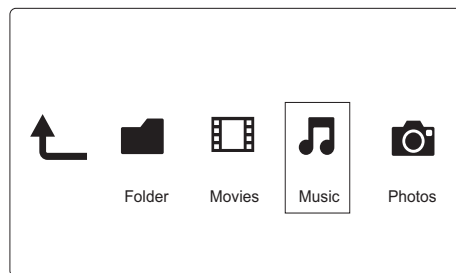
[Name]: List movies files in an alphabetical order of their names.

[Size]: List movies files in the ascending order of their sizes.

[**Most Viewed**]: List most viewed movie files.

[**Recently Added**]: List movie files added recently.

Browse music files



1 Press ◀▶ to select [**Music**] and press **OK** to confirm.

2 Press ≡ in the file browser.

3 Press ▲ / ▼ to select a mode to view or arrange files.

[**Search**]: Search music files. Follow on screen instruction to type in key words in the mini keyboard and press ▶|| to start search.

[**Thumbnails**]: Display thumbnails of music files.

[**List**]: Display music files in a list.

[**Preview**]: Display movie files with a preview window.

[**Go to Folder**]: Go to the folder where the selected file is placed.

[**All Songs**]: Display all music files.

[**Albums**]: Display music files by albums.

[**Artists**]: Display music files by artists.

[**Genres**]: Sort music files by genres.

[**Years**]: Sort music files by years.

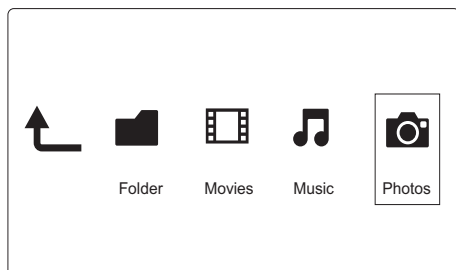
[**Playlists**]: Display play lists.

[**Recently Played**]: List music files played recently.

[**Recently Added**]: List music files added recently.

[**Name**]: List music files in an alphabetical order of their names.

Browse photo files



- 1 Press ◀▶ to select **[Photos]** and press **OK** to confirm.
- 2 Press ≡ in the file browser.
- 3 Press ▲ / ▼ to select a mode to view or arrange files.

[Search]: Search photo files. Follow on screen instruction to type in key words in the mini keyboard and press ▶|| to start search.

[Thumbnails]: Display thumbnails of photo files or folder.

[List]: Display files or folder in a list.

[Preview]: Display files or folders with a preview window.

[Photo Directory]: Display photo files in the directory mode.

[Leaf Folder View]: Display photo files in the leaf folder mode.

[Date view]: Sort photo files by date modified.

[All Photos]: Display all photos files.

[Albums]: Sort photo files by albums.

[Name]: List photo files in an alphabetical order of their names.

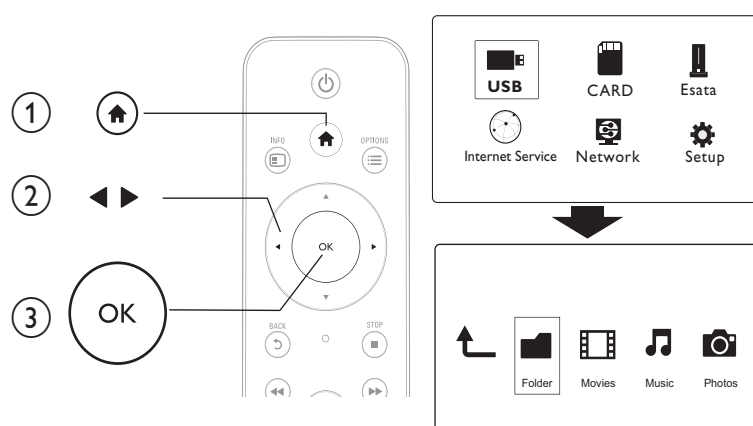
[Recently Added]: List photo files added recently.

[Recently Played]: List photo files played recently.

4 File management

You can manage media files on the storage device.

Basic operations



- 1 Press **Home**.
 - 2 Select **[USB]/ [CARD] / [Esata] >[Folder]**.
 - 3 Select a partition of your USB/SD storage device and press **OK**.
 - 4 Press **▲ / ▼** to select a file or folder and press **[Edit]**.
↳ The file editing menu is displayed.
 - 5 Press **▲ / ▼** to select your operation and press **OK** to confirm.
 - [Copy]**: Select a destination and press **►||** to confirm.
↳ The selected file or folder is copied to the destination.
 - [Delete]**: Select **[Yes]** and press **OK** to confirm.
↳ The selected file or folder is deleted.
 - [Move]**: Select a destination and press **►||** to confirm.
↳ The selected file or folder is moved to the destination.
- [Rename]**
- 1 Select **[Rename]** to edit the name in the mini keyboard, and then press **►||** to confirm.
 - 2 Select **[OK]** and press **OK** to apply the new name.

Use the file list

[Multiple Select]

- 1 Press ▲ / ▼ to select a file or folder and press ►|| to add to the list.
- 2 Press **[Edit]** when you complete adding files and folders.
- 3 Select an operation.

[Copy]	Select the destination and press ► to confirm.
[Delete]	Select [Yes] and press ► to delete the selected files or folders.
[Move]	Select the destination and press ► to confirm.
[Save Playlist]	Select [OK] to save a play list. Select [Rename] to edit the name in the mini keyboard, and then press ► to confirm.
[Save Photo Album]	Select [OK] to save a photo album. Select [Rename] to edit the name in the mini keyboard, and then press ► to confirm.



Note

- Press and hold ■ for two seconds to remove a connected storage device safely.

5 Set up a network

By connecting this player to a computer network and the Internet, you can

- Play photos, music, and video files streamed from your computer.
- Watch online TV programs.
- Browse Internet photo albums.
- Update the software of this player through the Internet.

Wireless network setup

What you need A wireless router that is connected to the Internet

- 1 Connect this player to a computer network or the Internet through a wireless router.



- 2 Perform the wireless network installation.

1), Press **⬆**.

2), Select **[Setup]** and press **OK**.
The setup menu is displayed.

3), Select **[Network]>[Wireless] > [Connect]** and press **OK**.
A list of available wireless networks is displayed.

4), Select your network from the list and press **OK**.

5), Enter your WEP or WPA key in the mini keyboard and press **▶||**.
A connection test is started
The status of network connection is displayed after the test is completed.

6), Press **OK** to exit.

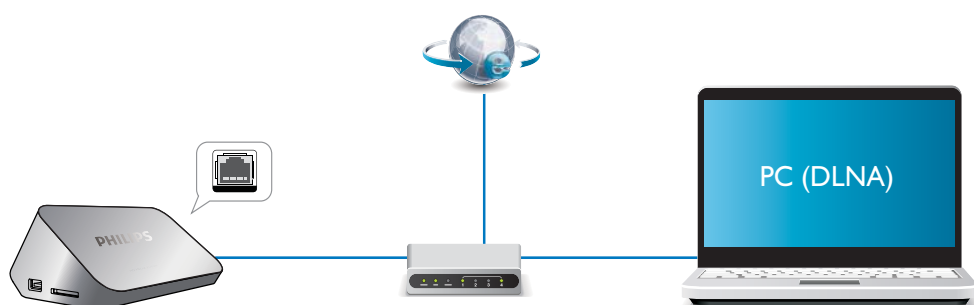
Note

- To re-scan available wireless networks, press **⏮**.

Wired network setup

What you need A wired router that is connected to the Internet

- 1 Connect this player to a computer network or the Internet through a wired router.



- 2 Perform the network installation.

1), Press **⬆**.

2), Select **[Setup]** and press **OK**.

The setup menu is displayed.

3), Select **[Network] > [Ethernet] > [DHCP IP (AUTO)] > [DHCP (AUTO)]** and press **OK**.

A dialog box is displayed.

4), Select **[Yes]** and press **OK** to save the network settings.

A connection test is started.

The status of network connection is displayed after the test is completed.

5), Press **OK** to exit.

You can set the IP address manually.

- 1 Select **[Network] > [Ethernet] > [FIX IP (MANUAL)]**.

↳ The IP address table is displayed.

- 2 Press **◀▶** to select a item and press **▲▼** to adjust the value.

- 3 Press **OK** when you complete setting the IP address.

↳ A dialog box is displayed.

- 4 Select **[Yes]** and press **OK** to save the network settings.

6 Play media files from a computer (DLNA)

With this DLNA-certified player connected to a computer network, you can play video, music, and photo from a computer.



Note

- To browse media files on a PC, make sure that a DLNA media server software (such as Windows Media Player 11 or higher) is installed on the PC.

- 1 Connect this player to a computer network (see "Set up a network").
- 2 On the PC, in the software of the DLNA media server (such as Windows Media Player 11 or higher), you need to set:
 - ① **Share your media to this player** (see "Help" document in the media server software).
 - ② **Share files or add files to the library** (see "Help" document in the media server software).
- 3 Press **▲**.
- 4 Select **[Network]**, and press **OK**.
 - ↳ A content browser is displayed.
 - ↳ To browse shared folders of a PC, select **[Shared Folder]** and press **OK**.
 - ↳ To browse shared media files, select **[Shared Media Files]** and press **OK**.
- 5 Select a media file, and press **OK** to play.
 - To access the menu of browsing options, press **≡**.
 - For details, see "Browse all files".

7 Internet Services

With this player, you can access online services, such as movies, pictures, music, and games.

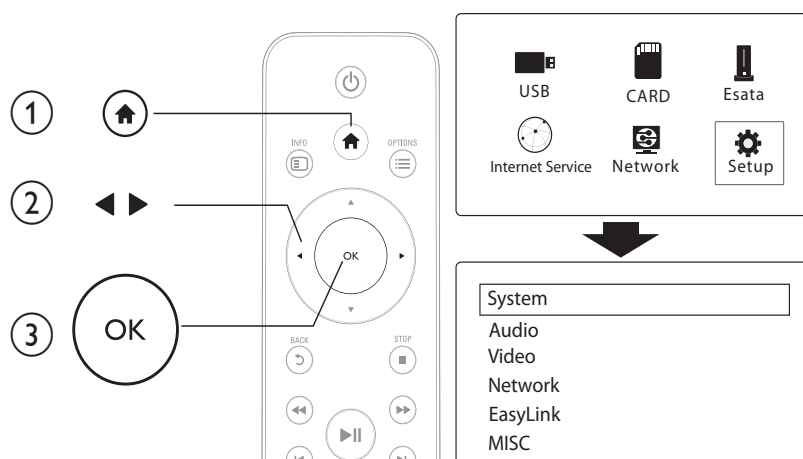
What you need Connect this player to the Internet. (see “Set up a network”).

- 1 Press .
- 2 Select **[Internet Services]** and press **OK**.
 ↳ The Internet services are displayed.
- 3 Select a service.
 - **[Facebook]**: a social networking service
 - **[AccuWeather]**: an online weather forecasting service worldwide
 - **[YouTube]**: a video-sharing service
 - **[Picasa]**: an online photo album
- 4 Follow the on-screen instruction and use your remote control to enjoy the services.

Function	Button/Action
Select a service or item.	   
Confirm a selection.	OK
Return to a previous page, or delete input text.	
Return to the home page.	

8 Settings

You can change settings of this player in the setup menu.



- 1 Press **Home**.
- 2 Select **[Setup]** and press **OK** to confirm.
 - ↳ The setup menu is displayed.
 - ↳ Press **▲** / **▼** to select a menu item or setting option.
 - ↳ Press **OK** to access the lower-level menu.
 - ↳ Press **↶** to return to the upper-level menu.

System

[Menu Language]: Select a language for on-screen menu.

[Subtitle]: Select a subtitle language for video.

[Screen Saver]: Enable the screen saver in case of inactivity (for example, in pause or stop mode).

[DLNA DMR]: Enable this player to play photos, music, and video files streamed from your computer.

[Device Name]: Change the name of this player.

[Auto Scan]: Scan media files on a storage device automatically.

[Scan Storage]: Start or stop scanning media files on a storage device.

[Resume Play]: Resume playback of a video file from the point where you last stopped.

[Factory Default]: Reset all settings to factory default.

Audio

[Night Mode]: Equalize loud sound and soft sound. If enabled, you can watch movies at a low volume at night.

[HDMI Output]: Select an output sound format when connecting the HDMI jack.

[SPDIF Output]: Select an output sound format when connecting the digital audio jack.

[Lip Sync]: Enable this function to synchronize audio to video playback.

Video

[Aspect Ratio]: Select display aspect ratio.

[TV System]: Select a video resolution setting that best is supported by your TV. See your TV manual for details.



Note

- If a selected video resolution is not supported with your TV and a blank screen appears, to recover picture display, wait for 10 seconds.
- For a composite (CVBS) connection, if no video output is made when you set the video resolution is to an HD resolution (1080p, 1080i, 720p), connect this player to the TV with an HDMI connection to play HD videos.

[Video Zoom]: Zoom in or out video scenes.

[1080P 24Hz]: Use 1080p 24Hz video output mode for video content.



Note

- The video resolution and the frame rate of the video content is 1080p 24Hz.
- Your TV supports the 1080p 24Hz.
- Ensure that you use an HDMI cable to connect this player to your TV.

[Deep Color]: Display colors with more shades and hues when the video content is recorded in Deep Color mode and the TV supports this feature.

[Video Setting]: Adjust the video settings.

Wireless network setup

[Ethernet]: Configure the IP address of this player.

[Wireless]: Set up a wireless network connection.

[Network Info]: Display the current network status.

MISC

[Version Info]: Display the information about software version of this player.

[DivX® VOD Code]: Display the DivX® registration code and deregistration code.

[Online upgrade]: Select to update software from a network.

[USB upgrade]: Select to update software from USB storage device.

9 EasyLink

This player supports Philips EasyLink which uses the HDMI CEC (Consumer Electronics Control) protocol. You can use a single remote control to control EasyLink compliant devices that are connected through HDMI.

- 1 Connect the HDMI CEC compliant devices through HDMI, and turn on the HDMI CEC operations on the TV and other connected devices (see the user manual of the TV or other devices for details).
- 2 Press .
- 3 Select **[Setup] > [Easy Link]**.
- 4 Select **[On]** under the options:
 - **[Easy Link] > [On]**
 - **[One Touch Play] > [On]**
 - **[One Touch Standby] > [On]**
 - **[Auto Power On From TV] > [On]**
 - EasyLink function is turned on.

One Touch Play

When you play a file with this player, the connected HDMI CEC TV automatically switches to the HDMI input channel.

One Touch Standby

When you switch a connected device (for example TV) to the standby mode with its own remote control, this player switches to the standby mode automatically.

Auto Power On From TV

When you switch a connected device (for example TV) to this player port with its own remote control and this player is standby mode, this player switches to the power on mode automatically.



Note

- Philips does not guarantee 100% interoperability with all HDMI CEC devices.

10 Update software

Before you update the software of this player, check the current software version:

- 1 Press **⬆**.
- 2 Select **[Setup]** > **[MISC]** > **[Version Info.]**, and press **OK**.

Update software via the Internet

- 1 Connect the player to the Internet (see "Set up a network").
- 2 Press **⬆**, and select **[Setup]**.
- 3 Select **[MISC]** > **[Online upgrade]**.
↳ If an upgrade media is detected, you are prompted to start the update.
- 4 Follow the instructions on the TV screen to update the software.
↳ When the update is complete, this player automatically turns off and on again.

Update software via USB

- 1 Check the latest software version on www.philips.com/support.
 - Search for your model and click on "Software and drivers".
- 2 Download the software to the root directory of a USB storage device.
- 3 Connect the USB storage device to the **⚡** (USB) connector on this player:
- 4 Press **⬆**.
- 5 Select **[Setup]** > **[MISC]** > **[USB upgrade]**.
↳ If an upgrade media is detected, you are prompted to start the update.
- 6 Follow the instructions on the TV screen to update the software.
↳ When the update is complete, this player automatically turns off and on again.



Caution

- Do not turn off the power or remove the USB storage device when the software update is in progress because you might damage this player.

11 Troubleshooting

If you contact Philips, you will be asked for the model and serial number of this player. The model number and serial number are at the bottom of this player. Write the numbers here:

Model No. _____

Serial No. _____

No picture.

- Refer to the TV user manual for how to select the correct video input channel

No sound output from the TV.

- Make sure that the audio cables are connected to the audio input sockets that are grouped with the selected video input sockets.

The contents of the USB storage device cannot be read.

- The format of this USB storage device is not supported.
- The supported memory size is 1TB maximum.
- Make sure that this player supports these files. (Refer to “**Specifications**” > “**File**”)
- DRM-protected video files that are stored on a USB/SD storage device cannot be played through an analog video connection (for example, composite). You need to use an HDMI connection to play these files.

DivX subtitles are not displayed correctly.

- Make sure that the subtitle filename is the same as the video filename.
- Make sure that the DivX video file and the subtitle file are saved under the same directory.

12 Specification



Note

- Specification and design are subject to change without notice.

File

- Video: MPEG 1/2/4(MPEG 4 Part 2), H.264, VC-1, H.263, VP6(640 × 480), DivX Plus HD, DivX 3/4/5/6, Xvid, RMVB 8/9, RM, WMV (V9), AVI, TS, M2TS, TP, TRP, ISO, VOB, DAT, MP4, MPG, MOV (MPEG 4, H.264), ASF, FLV(640 × 480), MKV, M-JPEG, M4V
- Audio: Dolby digital, AAC, RA, OGG, MKA, MP3, WAV, APE, FLAC, DTS, LPCM, PCM, WMA (V9), IMP/MS ADPCM, WMA Pro
- Picture: JPEG, JPG, PNG, TIFF, GIF (unanimated GIF), BMP, TIF, HD-JPEG

USB storage device

- Compatibility: Hi-Speed USB (2.0)

Subtitle support

- .srt, .sub, .smi, .ssa, .ass, .txt, .psb, .idx+.sub

SD card

- Compatibility: SDHC 2.0 (up to 32 GB)

Video

- Signal system: PAL /NTSC
- Composite video output: 1 Vpp ~ 75 ohm
- HDMI output: 480i, 480p, 576i, 576p, 720p, 1080i, 1080p, 1080p24

Audio

- Analog stereo output
- Signal to noise ratio (1 kHz): > 90 dB (A-weighted)
- Dynamic Range (1 kHz): > 80 dB (A-weighted)
- Frequency response: +/-0.2 dB
- Digital output: Optical

Main Unit

- Dimensions (L × W × H): 160 × 91 × 54.1 mm
- Net Weight: 0.34 Kg
- Input: 100-240V~ 50/60Hz, 15W

Power

- Power consumption: < 15 W
- Power consumption in standby mode: < 1 W

License Texts and Acknowledgements for any open source software used in this Philips product

Instructions to obtain source code for this software can be found in the user manual, or in the supplied safety leaflet (if available).

1. Awk, Yaffs2, Ntfstool, Wget, Zmodem, Wireless tool & Parted

GNU GENERAL PUBLIC LICENSE

Version 1, February 1989

Copyright (C) 1989 Free Software Foundation, Inc.

51 Franklin St, Fifth Floor, Boston, MA 02110-1301 USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The license agreements of most software companies try to keep users at the mercy of those companies. By contrast, our General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. The General Public License applies to the Free Software Foundation's software and to any other program whose authors commit to using it. You can use it for your programs, too.

When we speak of free software, we are referring to freedom, not price. Specifically, the General Public License is designed to make sure that you have the freedom to give away or sell copies of free software, that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

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

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

We protect your rights with two steps: (1) copyright the software, and

(2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

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

GNU GENERAL PUBLIC LICENSE

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any work containing the Program or a portion of it, either verbatim or with modifications. Each licensee is addressed as "you".
1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this General Public License and to the absence of any warranty; and give any other recipients of the Program a copy of this General Public License along with the Program. You may charge a fee for the physical act of transferring a copy.
2. You may modify your copy or copies of the Program or any portion of it, and copy and distribute such modifications under the terms of Paragraph 1 above, provided that you also do the following:
 - a) cause the modified files to carry prominent notices stating that you changed the files and the date of any change; and
 - b) cause the whole of any work that you distribute or publish, that in whole or in part contains the Program or any part thereof, either with or without modifications, to be licensed at no charge to all third parties under the terms of this General Public License (except that you may choose to grant warranty protection to some or all third parties, at your option).
 - c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the simplest and most usual way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this General Public License.
 - d) 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. Mere aggregation of another independent work with the Program (or its derivative) on a volume of a storage or distribution medium does not bring the other work under the scope of these terms.
3. You may copy and distribute the Program (or a portion or derivative of it, under Paragraph 2) in object code or executable form under the terms of Paragraphs 1 and 2 above provided that you also do one of the following:
 - a) accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Paragraphs 1 and 2 above; or,
 - b) accompany it with a written offer, valid for at least three years, to give any third party free (except for a nominal charge for the cost of distribution) a complete

machine-readable copy of the corresponding source code, to be distributed under the terms of Paragraphs 1 and 2 above; or,

c) accompany it with the information you received as to where the corresponding source code may be obtained. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form alone.)

Source code for a work means the preferred form of the work for making modifications to it. For an executable file, complete source code means all the source code for all modules it contains; but, as a special exception, it need not include source code for modules which are standard libraries that accompany the operating system on which the executable file runs, or for standard header files or definitions files that accompany that operating system.

4. You may not copy, modify, sublicense, distribute or transfer the Program except as expressly provided under this General Public License. Any attempt otherwise to copy, modify, sublicense, distribute or transfer the Program is void, and will automatically terminate your rights to use the Program under this License. However, parties who have received copies, or rights to use copies, from you under this General Public License will not have their licenses terminated so long as such parties remain in full compliance.
5. By copying, distributing or modifying the Program (or any work based on the Program) you indicate your acceptance of this license to do so, and all its terms and conditions.
6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein.
7. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

9. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM

"AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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

END OF TERMS AND CONDITIONS

Appendix: How to Apply These Terms to Your New Programs If you develop a new program, and you want it to be of the greatest possible use to humanity, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>

Copyright (C) 19yy <name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 1, or (at your option) any later version.

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 675 Mass Ave, Cambridge, MA 02139, USA.

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

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

Gnomovision version 69, Copyright (C) 19xx name of author Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'. This is free software, and you are welcome to redistribute it under certain conditions; type `show c' for details.

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in the program `Gnomovision' (a program to direct compilers to make passes at assemblers) written by James Hacker.

<signature of Ty Coon>, 1 April 1989

Ty Coon, President of Vice

That's all there is to it!

2. VMLinux, USB, FAT, Busybox, brctl, Gdb, orprofile, Binutils, Dosfstools, Hotplug, Mtdtool, PPPoE, udftool, Nand write, Flash-erase, Mkyaff2image, MK.jffs2, Squashfs, Coreutils, Samba & PTP

Ad 1. Linux/MIPS is a port of HYPERLINK "<http://www.linux.org>" Linux to the HYPERLINK "http://www.wikipedia.org/wiki/MIPS_architecture" \o "wikipedia:MIPS architecture" MIPS architecture. It is available under the terms of the HYPERLINK "http://www.linux-mips.org/wiki/GNU_General_Public_License" \o "GNU General Public License" GNU General Public License with the following exception.

NOTE! This copyright does *not* cover user programs that use kernel services by normal system calls - this is merely considered normal use of the kernel, and does *not* fall under the heading of "derived work".

Also note that the GPL below is copyrighted by the Free Software Foundation, but the instance of code that it refers to (the linux kernel) is copyrighted by me and others who actually wrote it.

Linus Torvalds

Ad 18. Busybox: Version 2 of the GPL is the only version of the GPL which this versions of BusyBox may be distributed under.

GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.

675 Mass Ave, Cambridge, MA 02139, USA

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

Preamble

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

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

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

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

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

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

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

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

GNU GENERAL PUBLIC LICENSE

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on

the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

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

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

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
 - a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
 - b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
 - c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program. In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

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

- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

- 4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License

and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

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

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

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>

Copyright (C) 19yy <name of author>

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

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

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 675 Mass Ave, Cambridge, MA 02139, USA.

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

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

Gnomovision version 69, Copyright (C) 19yy name of author

Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'.

This is free software, and you are welcome to redistribute it under certain conditions; type ``show c'` for details.

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

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

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

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

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

3. Lzma

LZMA SDK is placed in the **public domain**.

4. Wpa_suppllicant

Copyright (c) 2003-2010, Jouni Malinen <j@w1.fi> and contributors.

This program is free software available under under the terms of the GNU General Public License version 2 as published by the Free Software Foundation.

Alternatively, this software may be distributed, used, and modified under the terms of BSD license. See README for more details. In distributing wpa_suppllicant, Philips distributes this software under the BSD license.

5. OpenSSL (libSSL), Webkit & tcpdump

Copyright (c) <year>, <copyright holder>

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. All advertising materials mentioning features or use of this software must display the following acknowledgement: This product includes software developed by the <organization>.
4. Neither the name of the <organization> nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY <COPYRIGHT HOLDER> "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL <COPYRIGHT HOLDER> BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. Libexif, Ebase, Mp3info, ipodDB, qDecoder, Libneon, httpc, Libotf, Fribidi, DirectFB, Libcharguess, QT & Uclibc

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc. 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed. [This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

Preamble

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

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

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

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

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

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

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

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

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

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

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

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

gain by limiting the free library to free software only, so we use the Lesser General Public License.

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

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

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

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

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

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

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

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

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

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
 - **a)** The modified work must itself be a software library.
 - **b)** You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
 - **c)** You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
 - **d)** If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

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

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

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

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

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

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

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

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

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

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

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

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

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

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

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the

copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- **a)** Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable “work that uses the Library”, as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- **b)** Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- **c)** Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- **d)** If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- **e)** Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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

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

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:
 - **a)** Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

- **b)** Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.
8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
 9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.
 10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.
 11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

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

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

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

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
13. The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

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

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

one line to give the library's name and an idea of what it does. Copyright (C) year name of author This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version. This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details. You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in the library 'Frob' (a library for tweaking knobs) written by James Random Hacker. signature of Ty Coon, 1 April 1990 Ty Coon, President of Vice

That's all there is to it!

7. LibPNG

The PNG Reference Library is supplied "AS IS". The Contributing Authors and Group 42, Inc. disclaim all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The Contributing Authors and Group 42, Inc. assume no liability for direct, indirect, incidental, special, exemplary, or consequential damages, which may result from the use of the PNG Reference Library, even if advised of the possibility of such damage.

Permission is hereby granted to use, copy, modify, and distribute this source code, or portions hereof, for any purpose, without fee, subject to the following restrictions:

1. The origin of this source code must not be misrepresented.
2. Altered versions must be plainly marked as such and must not be misrepresented as being the original source.
3. This Copyright notice may not be removed or altered from any source or altered source distribution.

The Contributing Authors and Group 42, Inc. specifically permit, without fee, and encourage the use of this source code as a component to supporting the PNG file format in commercial products. If you use this

source code in a product, acknowledgment is not required but would be appreciated.

8. YAMON

YAMON™ SOFTWARE LICENSE AGREEMENT ("Agreement")

IMPORTANT- This Agreement legally binds you (either an individual or an entity), the end user ("Licensee"), and MIPS Technologies, Inc. ("MIPS") whose street address and fax information is 1225 Charleston Road, Mountain View, California 94043, Fax Number (650) 567-5154.

1. DEFINITIONS-The following definitions apply to this Agreement:

"Authorized Product" shall mean a product developed by MIPS or under a license that was granted by MIPS.

"Documentation" shall mean documents (including any updates provided or made available by MIPS solely at its discretion), and any information, whether in written, magnetic media, electronic or other format, provided to Licensee describing the Software, its operation and matters relating to its use.

"GPL Materials" shall mean any source or object code provided by MIPS to Licensee under the terms of the GNU General Public License, Version 2, June 1991 or later ("GNU GPL").

"IP Rights" shall mean intellectual property rights including, but not limited to, patent, copyright, trade secret and mask work rights.

"Licensee Code Modifications" shall mean any modifications to YAMON Code and/or other code provided to Licensee by MIPS, made by or on behalf of Licensee.

"MIPS Code Modifications" shall mean modifications to YAMON Code and/or other code provided to Licensee by MIPS or any third party licensed by MIPS, wherein such third party grants back to MIPS a license under such code modifications with the rights to sublicense and grant further sublicenses.

"MIPS Deliverables" shall mean the Software, Documentation and any other information or materials provided by MIPS to Licensee pursuant to this Agreement except for GPL Materials.

"Software" shall mean software containing YAMON Code, any other source and/or object code provided by MIPS at its sole discretion, and any Documentation contained in such software at MIPS' sole discretion.

"YAMON Code" shall mean source and/or object code for the YAMON monitor software, Ver. 1.01, or later (including any updates provided or made available by MIPS solely at its discretion).

2. MIPS LICENSE GRANTS

(a) Subject to Licensee's compliance with the terms and conditions of this Agreement and payment of any fees owed to MIPS, MIPS grants to Licensee a non-exclusive, worldwide, non-transferable, royalty-free, fully-paid limited right and license to:

(i) use the MIPS Deliverables at Licensee's facilities solely for Licensee's internal evaluation and development purposes (and to use, copy and reproduce and have reproduced Documentation solely to facilitate those uses of MIPS Deliverables that are allowed hereunder), and to sublicense Licensee's rights granted in this Subsection 2(a)(i) to Licensee's consultants for their use of the MIPS Deliverables at their facilities for their internal evaluation and development purposes;

(ii) make, use, import, copy, reproduce, have reproduced, modify, create derivative works from YAMON Code only in conjunction with making, using, importing, offering for sale and selling or otherwise distributing Authorized Product and only for use exclusively with such Authorized Product, and to sublicense its rights granted in this Subsection 2(a)(ii), including the right to grant further sublicenses, provided that with respect to any sublicensee, (A) any IP Rights arising in any modification or derivative work created by such sublicensee shall be licensed back to MIPS together with the right by MIPS to sublicense such rights and grant further sublicenses, and (B) the obligations of Subsection 2(c) below shall apply equally to any YAMON Code modified and/or sublicensed by such sublicensee. These obligations shall be deemed to have been satisfied by Licensee's delivery of a copy of this Agreement to its sublicensee(s).

(b) MIPS further grants to Licensee a non-exclusive, worldwide, non-transferable, royalty-free, fully-paid limited right and license under MIPS' IP Rights in any MIPS Code Modifications in existence now or at any time during the term of this Agreement (including those IP Rights assigned to MIPS or licensed to MIPS with sufficient sublicensing rights to satisfy the license grant in this Subsection 2(b)) to the limited extent that Licensee may make, use and import such MIPS Code Modifications only in conjunction with making, using, importing, offering for sale and selling or otherwise distributing Authorized Product and only for use exclusively with such Authorized Product, and sublicense its rights granted in this Subsection 2(b), including the right to grant further sublicenses under the preconditions set forth in Subsection 2(a)(ii) above. Licensee acknowledges and agrees that MIPS (or any third party) is under no obligation to deliver MIPS Code Modifications; rather, this license right is intended solely to provide a freedom to use such modifications when created independently by Licensee or any sublicensee thereof.

(c) Any YAMON Code modified and/or sublicensed pursuant to this Agreement must (i) contain all copyright and other notices contained in the original YAMON Code provided by MIPS to Licensee, (ii) cause modified files to carry prominent notices stating that Licensee (or any sublicensee) changed the files and the date of any change, and (iii) be sublicensed under terms that disclaim all warranties from MIPS and limit all liability of MIPS pursuant to Sections 8, 9, 11 and 12 herein.

(d) All other rights to the MIPS Deliverables not stated in this Section 2 are reserved to MIPS. Except as set out in this Section 2, Licensee shall not rent, lease, sell, sublicense, assign, loan, or otherwise transfer or convey the MIPS Deliverables to any third party. These license grants are effective as of the Effective Date. No license is granted for any other purpose.

(e) To the extent MIPS provides any GPL Materials to Licensee, use of such materials shall, notwithstanding any provision of this Agreement to the contrary, be governed by the GNU GPL.

3. LICENSEE CODE MODIFICATIONS

In partial consideration for the rights and licenses granted under Section 2 herein, Licensee agrees to grant and does hereby grant to MIPS a perpetual, irrevocable, non-exclusive worldwide, royalty-free, fully-paid limited right and license under Licensee's IP Rights in any Licensee Code Modifications (including those IP Rights assigned to Licensee or licensed to Licensee with sufficient sublicensing right to satisfy the license grant in this Section 3) to the extent that MIPS may make, use and import such Licensee Code Modifications only in conjunction with making, using, importing, offering for sale and selling or otherwise distributing Authorized Product and only for use exclusively with such Authorized Product, and sublicense its rights granted in this Section 3, including the right to grant further sublicenses. MIPS acknowledges and agrees that Licensee (or any third party) is under no obligation to deliver Licensee Code Modifications; rather, this license right is intended solely to provide a freedom to use such modifications when created independently by MIPS or any sublicensee thereof.

4. OWNERSHIP AND PREVENTION OF MISUSE OF MIPS DELIVERABLES

(a) This Agreement does not confer any rights of ownership in or to the MIPS Deliverables to Licensee; Licensee does not acquire any rights, express or implied, in the MIPS Deliverables other than those specified in Section 2 above. Licensee agrees that all title and IP Rights in the MIPS Deliverables remain in MIPS (subject only, if and to the extent applicable, to the rights of a MIPS supplier with respect to a particular MIPS Deliverable(s)). Licensee agrees that it shall take all reasonable steps to prevent unauthorized copying of the MIPS Deliverables.

(b) MIPS owns all right, title and interest in the YAMON Code and other MIPS Deliverables (subject only, if and to the extent applicable, to the rights of a MIPS supplier with respect to a particular MIPS Deliverable(s)). Licensee shall own all right, title and interest in the modifications and derivative works of the YAMON Code created by Licensee, subject to MIPS' rights in the underlying original YAMON Code as provided under this Agreement.

(c) Licensee agrees to provide reasonable feedback to MIPS including, but not limited to, usability of the MIPS Deliverables. All feedback made by Licensee shall be the property of MIPS and may be used by MIPS for any purpose.

(d) Licensee shall make all reasonable efforts to discontinue distribution, copying and use of any MIPS Deliverables that are replaced by a new, upgraded or updated version of any such MIPS Deliverables, including distribution to any sublicensee of such new, upgraded or updated versions.

(e) Licensee shall not make any statement of any kind or in any format, that any MIPS Deliverable is certified, or that its performance in connection with any product is warranted, indemnified or guaranteed in any way by MIPS or any party on MIPS' behalf.

(f) Neither YAMON, MIPS nor any other trademark owned or licensed in by MIPS may be used by Licensee, any sublicensee thereof or any party on their behalf without prior written consent by MIPS, including at MIPS' sole discretion a trademark license agreement preapproved by MIPS.

5. ASSIGNMENT

Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without MIPS' prior written consent, and any attempt to do so will be null and void. This prohibition against Licensee's assignment shall apply

even in the event of merger, re-organization, or when a third party purchases all or substantially all of Licensee's assets. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective permitted successors and assigns.

6. LIMITATIONS OF MIPS' SUPPORT-RELATED OBLIGATIONS

This Agreement does not entitle Licensee to hard-copy documentation or to support, training or maintenance of any kind from MIPS, including documentary, technical, or telephone assistance.

7. TERM AND TERMINATION

(a) This Agreement shall commence on the Effective Date. If Licensee fails to perform or violates any obligation under this Agreement, then upon thirty (30) days written notice to Licensee specifying such default (the "Default Notice"), MIPS may terminate this Agreement without liability, unless the breach specified in the Default Notice has been cured within the thirty (30) day period. This 30-day period may be extended upon mutual, written consent between the parties.

(b) Upon the termination of this Agreement due to Licensee's material breach hereof, Licensee shall (1) immediately discontinue use of the MIPS Deliverables, (2) promptly return all MIPS Deliverables to MIPS, (3) destroy all copies of MIPS Deliverables made by Licensee, and (4) destroy all copies of derivative works of MIPS Deliverables made by Licensee while in breach of this Agreement. All licenses granted hereunder shall terminate as of the effective date of termination.

(c) The rights and obligations under this Agreement which by their nature should survive termination, including but not limited to Sections 3 - 16, will remain in effect after expiration or termination hereof. Subject to Licensee's compliance with the surviving sections of this Agreement identified herein, any sublicenses rightfully granted and derivative works rightfully developed pursuant to Section 2 shall survive the termination of this Agreement.

8. DISCLAIMER OF WARRANTIES

THE MIPS DELIVERABLES ARE PROVIDED "AS IS". MIPS MAKES NO WARRANTIES WITH REGARD TO ANY OF THE MIPS DELIVERABLES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

9. LIMITATION OF LIABILITY AND REMEDY

(a) Licensee acknowledges the MIPS Deliverables are provided to Licensee only for the purpose set forth in Section 2. Licensee shall hold harmless and indemnify MIPS from any and all actual or threatened liabilities, claims or defenses based on the sublicensing, use, copying, installation, demonstration and/or modification of any of the MIPS Deliverables by Licensee, any sublicensee of Licensee or any party on their behalf. Licensee shall have sole responsibility for adequate protection and backup of any data and/or equipment used with the MIPS Deliverables, and Licensee shall hold harmless and indemnify MIPS from any and all actual or threatened liabilities, claims and defenses for lost data, re-run time, inaccurate output, work delays or lost profits resulting from use and/or modification

of the MIPS Deliverables, or any portion thereof, under this Agreement. Licensee expressly acknowledges and agrees that any research or development performed with respect to the MIPS Deliverables is done entirely at Licensee's own risk.

(b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER SUCH DAMAGES ARISE UNDER A TORT, CONTRACT OR OTHER CLAIM, OR DAMAGES TO SYSTEMS, DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY SHALL SURVIVE EVEN IF THE LIMITED REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. IN NO CASE WILL MIPS' LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNTS RECEIVED BY MIPS AS FEES UNDER THIS AGREEMENT.

10. WAIVER; MODIFICATION

Any waiver of any right or default hereunder will be effective only in the instance given and will not operate as or imply a waiver of any other or similar right or default on any subsequent occasion. No waiver or modification of this Agreement or of any provision hereof will be effective unless in writing and signed by the party against whom such waiver or modification is sought to be enforced.

11. HAZARDOUS APPLICATIONS

The MIPS Deliverables are not intended for use in any nuclear, aviation, mass transit, medical, or other inherently dangerous application. MIPS EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USE. LICENSEE REPRESENTS AND WARRANTS THAT IT WILL NOT USE THE MIPS DELIVERABLES FOR SUCH PURPOSES.

12. SEVERABILITY

In the event any provision of this Agreement (or portion thereof) is determined to be invalid, illegal or otherwise unenforceable, then such provision will, to the extent permitted, not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms. IN THE EVENT THAT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SHALL REMAIN IN EFFECT.

13. RIGHTS IN DATA

Licensee acknowledges that all software and software related items licensed by MIPS to Licensee pursuant to this Agreement are "Commercial Computer Software" or "Commercial Computer Software Documentation" as defined in FAR 12.212 for civilian agencies and DFARS 227.7202 for military agencies, and that in the event that Licensee is permitted under this Agreement to provide such items to the U.S. government, such items shall be provided under terms at least as restrictive as the terms of this Agreement.

14. MISCELLANEOUS

(a) The MIPS Deliverables and GPL Materials may be subject to U.S. export or import control laws and export or import regulations of other countries. Licensee agrees

to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to Licensee. Licensee shall indemnify, defend and hold MIPS harmless from any damages, fees, costs, fines, expenses, charges and any actual or threatened civil and/or criminal claims or defenses arising from any failure of Licensee and/or its customers to comply with any obligations arising under this Section 14(a).

(b) Any notice required or permitted by this Agreement must be in writing and must be sent by email, by facsimile, by recognized commercial overnight courier, or mailed by United States registered mail, effective only upon receipt, to the legal departments of MIPS or Licensee (if Licensee has no legal department, then to an officer of Licensee, a contact person specified by Licensee or Licensee's place of business).

(c) The headings contained herein are for the convenience of reference only and are not intended to define, limit, expand or describe the scope or intent of any clause or provision of this Agreement.

(d) The parties hereto are independent contractors, and nothing herein shall be construed to create an agency, joint venture, partnership or other form of business association between the parties hereto.

(e) Licensee acknowledges that, in providing Licensee with the MIPS Deliverables, MIPS has relied upon Licensee's agreement to be bound by the terms of this Agreement. Licensee further acknowledges that it has read, understood, and agreed to be bound by the terms of this Agreement, and hereby reaffirms its acceptance of those terms.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California, excluding California's choice of law rules. With the exception of MIPS' rights to enforce its intellectual property rights in the MIPS Deliverables, all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, California, and the parties consent to the personal and exclusive jurisdiction and venue of these courts. The parties expressly disclaim the application of the United Nations Convention on the International Sale of Goods to this Agreement.

16. ENTIRE AGREEMENT

This Agreement and the GNU GPL constitute the entire agreement between MIPS and Licensee regarding the MIPS Deliverables and GPL Materials provided to Licensee hereunder, and shall supersede and control over any other prior or contemporaneous shrinkwrap and/or clickwrap agreements regarding the same. Any additions or modifications must be made in a subsequent, written agreement signed by both parties.

9. Boost crc.php

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

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software,

and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

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

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

10. sqlite

SQLite Copyright

All of the deliverable code in SQLite has been dedicated to the HYPERLINK "http://en.wikipedia.org/wiki/Public_Domain" public domain by the authors.

11. Expat, XML2, jQuery & libcurl

Copyright (C) <year> by <copyright holders>

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

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

12. Freetype License

The FreeType Project LICENSE

2006-Jan-27

Copyright 1996-2002, 2006 by

David Turner, Robert Wilhelm, and Werner Lemberg

Introduction

=====

The FreeType Project is distributed in several archive packages; some of them may contain, in addition to the FreeType font engine, various tools and contributions which rely on, or relate to, the FreeType Project.

This license applies to all files found in such packages, and which do not fall under their own explicit license. The license affects thus the FreeType font engine, the test programs, documentation and makefiles, at the very least.

This license was inspired by the BSD, Artistic, and IJG (Independent JPEG Group) licenses, which all encourage inclusion and use of free software in commercial and freeware products alike. As a consequence, its main points are that:

- o We don't promise that this software works. However, we will be interested in any kind of bug reports. ('as is' distribution)
- o You can use this software for whatever you want, in parts or full form, without having to pay us. ('royalty-free' usage)
- o You may not pretend that you wrote this software. If you use it, or only parts of it, in a program, you must acknowledge somewhere in your documentation that you have used the FreeType code. ('credits')

We specifically permit and encourage the inclusion of this software, with or without modifications, in commercial products. We disclaim all warranties covering The FreeType Project and assume no liability related to The FreeType Project.

Finally, many people asked us for a preferred form for a credit/disclaimer to use in compliance with this license. We thus encourage you to use the following text:

"Portions of this software are copyright <year> The FreeType Project (www.freetype.org). All rights reserved."

"Please replace <year> with the value from the FreeType version you actually use."

Legal Terms

=====

0. Definitions

Throughout this license, the terms 'package', 'FreeType Project', and 'FreeType archive' refer to the set of files originally distributed by the authors (David Turner, Robert Wilhelm, and Werner Lemberg) as the 'FreeType Project', be they named as alpha, beta or final release.

'You' refers to the licensee, or person using the project, where 'using' is a generic term including compiling the project's source code as well as linking it to form a 'program' or 'executable'. This program is referred to as 'a program using the FreeType engine'.

This license applies to all files distributed in the original FreeType Project, including all source code, binaries and documentation, unless otherwise stated in the file in its original, unmodified form as distributed in the original archive. If you are unsure whether or not a particular file is covered by this license, you must contact us to verify this.

The FreeType Project is copyright (C) 1996-2000 by David Turner, Robert Wilhelm, and Werner Lemberg. All rights reserved except as specified below.

1. No Warranty

THE FREETYPE PROJECT IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ANY OF THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY DAMAGES CAUSED BY THE USE OR THE INABILITY TO USE OF THE FREETYPE PROJECT.

2. Redistribution

This license grants a worldwide, royalty-free, perpetual and irrevocable right and license to use, execute, perform, compile, display, copy, create derivative works of, distribute and sublicense the FreeType Project (in both source and object code forms) and derivative works thereof for any purpose; and to authorize others to exercise some or all of the rights granted herein, subject to the following conditions:

- o Redistribution of source code must retain this license file ('FTL.TXT') unaltered; any additions, deletions or changes to the original files must be clearly indicated in accompanying documentation. The copyright notices of the unaltered, original files must be preserved in all copies of source files.

- o Redistribution in binary form must provide a disclaimer that states that the software is based in part of the work of the FreeType Team, in the distribution documentation. We also encourage you to put an URL to the FreeType web page in your documentation, though this isn't mandatory.

These conditions apply to any software derived from or based on the FreeType Project, not just the unmodified files. If you use our work, you must acknowledge us. However, no fee need be paid to us.

3. Advertising

Neither the FreeType authors and contributors nor you shall use the name of the other for commercial, advertising, or promotional purposes without specific prior written permission.

We suggest, but do not require, that you use one or more of the following phrases to refer to this software in your documentation or advertising materials: 'FreeType Project', 'FreeType Engine', 'FreeType library', or 'FreeType Distribution'.

As you have not signed this license, you are not required to accept it. However, as the FreeType Project is copyrighted material, only this license, or another one contracted with the authors, grants you the right to use, distribute, and modify it. Therefore, by

using, distributing, or modifying the FreeType Project, you indicate that you understand and accept all the terms of this license.

4. Contacts

There are two mailing lists related to FreeType:

o freetype@nongnu.org

Discusses general use and applications of FreeType, as well as future and wanted additions to the library and distribution. If you are looking for support, start in this list if you haven't found anything to help you in the documentation.

o freetype-devel@nongnu.org

Discusses bugs, as well as engine internals, design issues, specific licenses, porting, etc.

Our home page can be found at

<http://www.freetype.org>

--- end of FTL.TXT ---

13. pppd

/ pppd.h - PPP daemon global declarations.

Copyright (c) 1984-2000 Carnegie Mellon University. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name "Carnegie Mellon University" must not be used to endorse or promote products derived from this software without prior written permission. For permission or any legal details, please contact

Office of Technology Transfer, Carnegie Mellon University, 5000 Forbes Avenue,
Pittsburgh, PA 15213-3890, (412) 268-4387, fax: (412) 268-7395, tech-transfer@andrew.cmu.edu

4. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by Computing Services at Carnegie Mellon University (<http://www.cmu.edu/computing/>)."

CARNEGIE MELLON UNIVERSITY DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, IN NO EVENT SHALL CARNEGIE MELLON UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

NOTICE

SOFTWARE END USER LICENSE AGREEMENT

THIS SOFTWARE END USER LICENSE AGREEMENT ("THIS AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) AND PHILIPS CONSUMER LIFESTYLE B.V. A DUTCH LIMITED LIABILITY COMPANY, WITH ITS PRINCIPAL OFFICE AT HIGH TECH CAMPUS 37, 5656 AE EINDHOVEN, THE NETHERLANDS AND ITS SUBSIDIARY COMPANIES (INDIVIDUALLY AND COLLECTIVELY "PHILIPS"). THIS AGREEMENT GIVES YOU THE RIGHT TO USE CERTAIN SOFTWARE (THE "SOFTWARE") INCLUDING USER DOCUMENTATION IN ELECTRONIC FORM WHICH MAY HAVE BEEN PROVIDED SEPARATELY OR TOGETHER WITH A PHILIPS PRODUCT (THE "DEVICE") OR A PC. BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE. IF YOU ACQUIRED THE SOFTWARE IN TANGIBLE MEDIA E.G. CD WITHOUT THE OPPORTUNITY TO REVIEW THIS LICENSE AND DO NOT ACCEPT THESE TERMS, YOU MAY RECEIVE A FULL REFUND OF THE AMOUNT, IF ANY, THAT YOU PAID FOR THE SOFTWARE IF YOU RETURN THE SOFTWARE UNUSED WITH PROOF OF PAYMENT WITHIN 30 DAYS FROM THE DATE OF PURCHASE.

- 1. Grant of License.** This Agreement grants you a non-exclusive, nontransferable, non-sub licensable license to install and use, on the Device or a PC, as applicable, one (1) copy of the specified version of the Software in object code format as set out in the user documentation solely for your personal use. The Software is "in use" when it is loaded into the temporary or permanent memory (i.e. RAM, hard disk, etc.) of the PC or the Device.
- 2. Ownership.** The Software is licensed and not sold to you. This Agreement grants you only the right to use the Software, but you do not acquire any rights, express or implied, in the Software other than those specified in this Agreement. Philips and its licensors retain all right, title, and interest in and to the Software, including all patents, copyrights, trade secrets, and other intellectual property rights incorporated therein. The Software is protected by copyright laws, international treaty provisions, and other intellectual property laws. Therefore, other than as expressly set forth herein, you may not copy the Software without prior written authorization of Philips, except that you may make one (1) copy of the Software for your back-up purposes only. You may not copy any printed materials accompanying the Software, nor print more than one (1) copy of any user documentation provided in electronic form, except that you may make one (1) copy of such printed materials for your back-up purposes only.
- 3. License Restrictions.** Except as provided otherwise herein, you shall not rent, lease, sublicense, sell, assign, loan, or otherwise transfer the Software. You shall not, and you shall not permit any third party, to reverse engineer, decompile, or disassemble the Software, except to the extent that applicable law expressly prohibits the foregoing restriction. You may not remove or destroy any product identification, copyright notices, or other proprietary markings or restrictions from the Software. All titles, trademarks, and copyright and restricted rights notices shall be reproduced on your back up copy of the Software. You may not modify or adapt the Software, merge the Software into another program or create derivative works based upon the Software.
- 4. Termination of certain functionality.** The Software may contain components of certain licensed software including software licensed from Microsoft Corporation ("Microsoft") which implements Microsoft's digital rights management technology for Windows Media. Content providers are using the digital rights management technology for Windows Media ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Your Device may also use WM-DRM software to transfer or play Secure Content ("WM-DRM Software"). If the security of such WM-DRM Software is compromised, Microsoft may revoke (either on its own or upon the request of the owners of Secure Content ("Secure Content Owners")) the WM-DRM Software's right to acquire new licenses to copy, store, transfer, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your PC and/or your Device whenever you download a license for Secure Content. Microsoft may, in conjunction with such license, also download revocation lists onto your Device on behalf of Secure Content Owners, which may disable your Device's ability to copy, store, display, transfer, and/or play Secure Content. Secure Content Owners may also require you to upgrade some of the WM-DRM components distributed with this Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play Secure Content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by Philips may do the same. If you decline

the upgrade, you will not be able to access Secure Content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your Device. However, you will not be able to use certain of the WM-DRM Software features that require Internet access such as the ability to download content that requires the WM-DRM Upgrade. All title and intellectual property rights in and to the Secure Content is the property of the respective Secure Content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such Secure Content. **To summarize, if the Software contains Microsoft WM-DRM components – Secure Content you desire to download, copy, store, display, transfer, and/or play is protected by the Microsoft WM-DRM components of the Software. Microsoft, Secure Content Owners, or Secure Content distributors may deny you access, or restrict your access, to Secure Content even after you have paid for, and/or obtained, it. Neither your consent nor the consent or approval of Philips is necessary for any of them to deny, withhold or otherwise restrict your access to Secure Content. Philips does not guaranty that you will be able to download, copy, store, display, transfer, and/or play Secure Content.**

5. **Open Source Software.** (a) This software may contain components that are subject to open-source terms, as stated in the documentation accompanying the Device. This Agreement does not apply to this software as such. (b) Your license rights under this Agreement do not include any right or license to use, distribute or create derivative works of the Software in any manner that would subject the Software to Open Source Terms. "Open Source Terms" means the terms of any license that directly or indirectly (1) create, or purport to create, obligations for Philips with respect to the Software and/or derivative works thereof; or (2) grant, or purport to grant, to any third party any rights or immunities under intellectual property or proprietary rights in the Software or derivative works thereof.
6. **Termination.** This Agreement shall be effective upon installation or first use of the Software and shall terminate (i) at the discretion of Philips, due to your failure to comply with any term of this Agreement; or (ii) upon destruction of all copies of the Software and related materials provided to you by Philips hereunder. Philips's rights and your obligations shall survive the termination of this Agreement.
7. **Upgrades.** Philips may, at its sole option, make upgrades to the Software available by general posting on a website or by any other means or methods. Such upgrades may be made available pursuant to the terms of this Agreement or the release of such upgrades to you may be subject to your acceptance of another agreement.
8. **Support Services.** Philips is not obligated to provide technical or other support ("Support Services") for the Software. If Philips does provide you with Support Services, these will be governed by separate terms to be agreed between you and Philips.
9. **Limited Software Warranty.** Philips provides the Software 'as is' and without any warranty except that the Software will perform substantially in accordance with the documentation accompanying the Software for a period of one year after your first download, installation or use of the Software, whichever occurs first. Philips' entire liability and your exclusive remedy for breach of this warranty shall be, at Philips' option, either (i) return of the price paid by you for the Software (if any); or (b) repair or replacement of the Software that does not meet the warranty set forth herein and that is returned to Philips with a copy of your receipt. This limited warranty shall be void if failure of the Software has resulted from any accident, abuse, misuse or wrongful application. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This limited warranty shall not apply to you if the Software was provided to you free of charge on an evaluation only basis.
10. **NO OTHER WARRANTIES.** EXCEPT AS SET FORTH ABOVE, PHILIPS AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR WILL MEET YOUR REQUIREMENTS. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PHILIPS AND ITS LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY OR COMPLETENESS OF RESULTS WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING MATERIALS. THERE IS NO WARRANTY AGAINST INFRINGEMENT. PHILIPS DOES NOT WARRANT THAT YOU WILL BE ABLE TO DOWNLOAD, COPY, STORE, DISPLAY, TRANSFER, AND/OR PLAY SECURE CONTENT.

- 11. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL PHILIPS OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF USE OR OTHER PECUNIARY LOSS, EVEN IF PHILIPS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PHILIPS' OR ITS LICENSORS' AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED THE GREATER OF THE PRICE ACTUALLY PAID BY YOU FOR THE SOFTWARE OR FIVE POUNDS STERLING (5.00).
- 12. Trademarks.** Certain of the product and Philips names used in this Agreement, the Software, and the printed user documentation may constitute trademarks of the Philips, its licensors or other third parties. You are not authorized to use any such trademarks.
- 13. Export Administration.** You agree that you will not directly or indirectly, export or re-export the Software to any country for which the United States Export Administration Act, or any similar United States law or regulation requires an export license or other U.S. Government approval, unless the appropriate export license or approval has first been obtained. By downloading or installing the Software you agree to abide by this Export provision.
- 14. Governing law.** This Agreement is governed by the laws of your country of residence, without reference to its conflict of laws principles. Any dispute between you and Philips regarding this Agreement shall be subject to the non-exclusive jurisdiction of the courts of your country of residence.
- 15. General.** This Agreement contains the entire agreement between you and Philips and supersedes any prior representation, undertaking or other communication or advertising with respect to the Software and user documentation. If any part of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer.

