Appendix VI Curator System License Agreement

The terms and conditions specified in the following License apply to all users of the Curator System and any works derived from the Curator System. The language of the License is based closely upon the GNU General Public License (<u>www.gnu.org</u>) Version 2, © Free Software Foundation, Inc. 59 Temple Place - Suite 330, Boston, MA 02111-1307, USA. However, while our goals are substantially sympathetic to those of the Free Software Foundation, this License is not equivalent to the GNU General Public License and should not be confused with it.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to Curator System developed by the Department of Computer Science at Virginia Polytechnic Institute and State University. The term "Curator", when used below, refers to that system, and a "work based on the Curator" means either the Curator or any derivative work under copyright law: that is to say, a work containing the Curator 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 Curator is not restricted, nor is use of the output from the Curator.

1. You may copy and distribute verbatim copies of the Curator 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 Curator a copy of this License along with the Curator.

You may not charge a fee for the physical act of transferring a copy, and you may not offer warranty protection, or any form of technical support, in exchange for a fee.

- 2. You may modify your copy or copies of the Curator or any portion of it, thus forming a work based on the Curator, 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 Curator or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
 - c) You must cause the modified program, upon startup, to display to the screen an announcement including an appropriate copyright notice and a notice that there is no warranty, and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License.

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Curator, 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 Curator, 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 Curator.

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

You may copy and distribute the Curator (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 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,

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 Curator 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 Curator or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Curator (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 Curator or works based on it.
- 6. Each time you redistribute the Curator (or any work based on the Curator), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Curator 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 Curator at all. For example, if a patent license would not permit royalty-free redistribution of the Curator 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 Curator.

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 Curator 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 Department of Computer Science at Virginia Polytechnic Institute and State University may publish revised and/or new versions of this 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 Curator 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 Department of Computer Science at Virginia Polytechnic Institute

and State University. If the Curatordoes not specify a version number of this License, you may choose any version ever published by the Department of Computer Science at Virginia Polytechnic Institute and State University.

10. If you wish to incorporate parts of the Curator into other free programs whose distribution conditions are different, write to the author to ask for permission. For software that is copyrighted by the Department of Computer Science at Virginia Polytechnic Institute and State University, write to the Department of Computer Science at Virginia Polytechnic Institute and State University; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of the Curator System and of promoting the sharing, improvement, and use of the Curator System.

NO WARRANTY

- 11. BECAUSE THE CURATOR IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE CURATOR, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE CURATOR "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 CURATOR IS WITH YOU. SHOULD THE CURATOR 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 CURATOR 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 CURATOR (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 CURATOR 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