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Introduction

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TAO under certain circumstances also uses a software program called GPERF. This software was also written by Dr. Schmidt and is licensed under the terms of the Free Software Foundation's GNU Public License (GPL). Details on this licensing may also be found below.

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(Version 8, November 18, 1999)

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- libelf.h
- libdw.h
- libdwfl.h

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Version 2, June 1991

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Files:
[src/jogamp/graph/geom/plane/AffineTransform.java](#)
[src/jogamp/graph/geom/plane/IllegalPathStateException.java](#)
[src/jogamp/graph/geom/plane/NoninvertibleTransformException.java](#)
[src/jogamp/graph/geom/plane/PathIterator.java](#)
[src/jogamp/graph/geom/plane/Path2D.java](#)
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Files:
src/jogamp/graph/font/fonts/ubuntu/*

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PNGJ
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Version 1.12 (3 Dec 2012)
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(a) is: (i) loss of profits or revenue; (ii) loss of business; (iii) loss of or damage to data; (iv) loss of goodwill; (v) losses from computer failure or malfunction; (vi) legal fees; or (vii) loss of anticipated savings; and regardless of whether any such loss or damage listed in this sub-section (a) is direct, indirect, special, incidental or consequential;

(b) is indirect, special, incidental or consequential and whether or not the other party had been advised of the possibility of such loss or damage;

(c) (where such loss or damage relates to Software other than Third Party Software) exceeds the greater of: (i) the net Software license fee paid in respect of the Software directly causing the loss or damage; or (ii) EUR 65,000; or

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9.2.3. Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury caused by negligence, fraudulent

misrepresentation or any other liability which cannot be excluded or limited by applicable law.

9.2.4. Nothing in this Agreement shall exclude or limit either party's liability under section 10, Licensor's liability under Section 8.1 or Licensee's liability for any failure to pay any fees due hereunder or for any breach of section 12.4, section 6 or for any breach, misuse or infringement of Licensor's and/or its licensors' Intellectual Property Rights.

9.3. The parties agree that the provisions of this Agreement appropriately allocate the risks between Licensor and Licensee and the Software license and Support fees reflect this allocation of risk and the limitations of liability herein.

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12. GENERAL PROVISIONS.

12.1. Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.2. No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.3. Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement. Both parties agree that this document and its signature can be established in electronic form (sending by facsimile, scanned copy sent via e-mail, or electronic signature by using means implemented by SAP – for example DocuSign) and that, in electronic form, they shall be deemed originals.

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12.6. **Notices.** All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of Licensor and Licensee at the addresses first set forth in any Software Order Form. Where in this Section 12.6 or elsewhere in this Agreement a written form is required, except for any notice of termination or notice of a material breach which shall occur by exchange of letter(s), that requirement can be met by facsimile transmission, exchange of letters or other written form, including email.

12.7. **Force Majeure.** Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.8. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between Licensor and Licensee relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each party acknowledges that in entering into this Agreement it has not relied on any representation, discussion, collateral contract or other assurance except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion, collateral contract or other assurance. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to Licensor. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal-and-agent relationship.

12.9. **Hierarchy.** The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Software Order Form; (ii) the Schedules; (iii) the GTC; and (iv) the Use Terms; except with respect to third party pass-through terms for Third Party Software stated in the Use Terms, in which case the Use Terms prevail over any conflict or inconsistency in any component of this GTC solely with respect to such third party pass-through terms.

13. **PERSONAL DATA.** (WHERE APPLICABLE)

"Data Protection Legislation" means any legislation in force from time to time which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC and is applicable to this Agreement, including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 in the United Kingdom;

"Data Controller" and **"Data Processor"** are as defined in Data Protection Legislation;

"Personal Data" means any personal data (as such term is defined in Data Protection Legislation) processed under this Agreement;

13.1. During the Term of this Agreement, either Party may be given access to the other Party's systems and data in such circumstances that under the Data Protection Legislation one Party shall be the Data Controller and the other a Data Processor.

13.2. In the event that section 13.1 applies, each Party will carry out its obligations under the Agreement in accordance with the Data Protection Legislation, including (but not limited) to:

13.2.1. acting only on the Data Controller's instructions;

13.2.2. taking all appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, personal data; and refraining from processing Personal Data outside of the European Economic Area in a manner which would be contrary to those obligations imposed by the Data Protection Principles set out in Schedule 1 of the Data Protection Act 1998.

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GPERF is a standalone software program. GPERF generates perfect hash functions for lookups based on a set of key words when the key words are known in advance. They are called perfect hash functions because only a single access into the data structure is needed in order to perform a lookup. When the set of IDL operations is known in advanced TAO uses the perfect hash functions generated by GPERF in order to perform the operation lookup in constant time. Similarly servant lookups can be done, if the set of servants is known in advanced.

GPERF was originally developed by Professor Douglas Schmidt. Professor Schmidt subsequently signed the copyright over to the Free Software Foundation, causing gperf to be licensed under the GPL (GNU General Public License). The FSF still maintains that version of gperf. When perfect hashing was added as an option to TAO, gperf was selected to provide that function. It was extended and enhanced to meet the more demanding needs of TAO and a derived version was placed in the ACE application libraries. When using TAO under certain circumstances you may elect to use that version of gperf, which is part of the ACE distribution of examples and optional programs. Both the current FSF gperf and the ACE gperf are based on the original implementation. Since the ACE gperf is derived from the original GPL'ed version, it too is licensed under the GPL.

The following terms are found in the source files for gperf:

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Compiler Front-end

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