AUDIOMOVERS TERMS & CONDITIONS

This licence agreement ("**Licence**") is a legal agreement between you ("**you**") and Virgin Records Limited, trading as Audiomovers of 4 Pancras Square, London, N1C 4AG, United Kingdom ("**us**" or "**we**")) for the Listento computer software and the associated audio streaming capability to be accessed through a desktop or mobile application that can be downloaded through the following link: Downloads – Audiomovers (the "**Software**").

Please read these terms carefully before you start to use the Software. By using the Software, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use the Software.

You may use the Software either:

- in a personal capacity for your own private non-commercial use (a "**Consumer User**"); or

- in a business capacity, where you intend to use the Software commercially or otherwise acting in the course of your business, trade or profession or where you are a business or corporate entity or are otherwise purchasing on behalf of a business or corporate entity (a "**Business User**").

Different terms of this Licence will apply depending on whether you are a Consumer User or a Business User – the applicable terms will be highlighted where relevant.

We license use of the Software to you on the basis of this Licence. We do not sell the Software to you and we remain the owners of the Software at all times.

1 SUPPLY AND DOWNLOAD OF SOFTWARE

1.1   We shall make the Software available for download, in object code form, in electronic format only via our website and/or relevant third party app stores.

1.2   If you wish to use the Software you will be required to create a user account and purchase a Subscription (details of the available options are set out below) to access the functionality of the Software and the associated audio streaming capability.

1.3   Installation of the Software shall be your responsibility. To use the Software, your device must meet certain system requirements. These will be updated from time to time and can be found on the Audiomovers website.

1.4   If you download the Software onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with this Licence, whether or not you own the device.

2 SUBSCRIPTIONS AND LICENCE FEES

2.1   We offer a number of subscription packages which provide access to the Software including monthly, annual and multi-user subscriptions (each a "**Subscription**"). Full details of our currently available Subscription models, fees and

duration which will be shown on our website or in the sign-up process accessed via the Software at the time you request a Subscription.

2.2   At the time you sign-up for a Subscription you will be shown:

2.2.1 the duration of the Subscription you have selected (the "**Subscription Term**"), which will be automatically extended for successive periods of the same length unless you cancel your Subscription (see conditions 2.4 and 12 for further details);

2.2.2 the fees payable for the Subscription you have selected (the "**Licence Fees**");

2.2.3 the type or tier of Subscription; and

2.2.4 if applicable, the number of users who you will be able to permit to access the Software under your Subscription by issuing an access pass to such users (an "**Access Pass**"). You may add additional Access Passes from time to time subject to payment of additional Licence Fees.

2.3   You may cancel your Subscription at any time, further details are provided in condition 12.

2.4   If we have not received your request to cancel your Subscription prior to forty eight (48) hours before the expiry of your Subscription Term, your Subscription will automatically renew for successive terms equal in length to the original Subscription Term and you will be charged additional Licence Fees for such periods until you decide to cancel your Subscription in accordance with condition 12 or we otherwise decide to terminate this Licence.

2.5   In respect of each Access Pass:

2.5.1 you may assign each Access Pass to a single third party user (each an "**Authorised User**"), for example an artist you are collaborating with;

2.5.2 an Access Pass shall permit an Authorised User access to the Software for a defined Subscription Term as set out at the time you purchase such Access Pass. Following the end of such Subscription Term, the Access Pass and the Authorised User's access to the Software shall terminate;

2.5.3 each Access Pass shall be for a single user and may not be transferred or reassigned and in no event should account or log-in details be shared between users;

2.5.4 you shall be responsible for payment of all Licence Fees in respect of each Access Pass you purchase;

2.5.5 each Authorised User will be required to create an account with us and agree to the terms of this Licence in order to use an Access Pass;

2.5.6 you shall be responsible for the acts and omissions of all of your Authorised Users; and

2.5.7 if your Subscription is suspended or terminated in accordance with the terms hereof, we reserve the right to suspend or terminate all Access Passes you have purchased.

2.6 From time to time we may offer additional premium plug-ins, features or functionality to the Software, access to which may be subject to additional Licence Fees ("**Additional Features**"). If you select to receive such Additional Features, the Licence Fees for your Subscription will be amended accordingly and you shall make payment for such amounts. If any additional or different terms apply to such Additional Features, we will provide details of such terms at the time you sign up for them.

2.7 From time to time, we may amend the Licence Fees applicable to any Subscriptions. We will notify you not less than seven days before any change to Licence Fees taking effect and any increase in the applicable Licence Fees will not apply before the end of your current Subscription Term. Accordingly, you will always have the opportunity to cancel your Subscription in accordance with condition 12 below prior to any increase taking effect.

3 PAYMENT OF LICENCE FEES

3.1 We use a third party payment service provider, currently Paddle.com ("**Paddle**"), for collection of Licence Fees and administration of the billing process.

3.2 When you purchase a Subscription, Paddle will be the seller of record and you will be entering into a separate legal agreement with Paddle, subject to Paddle's terms and conditions available at https://paddle.com/legal-buyers/ which you are required to agree to in addition to the terms of this Licence.

3.3 Notwithstanding that the payment transaction is entered into with Paddle, your use of the Software remains subject to the terms of this Licence with us. This Licence is the "Supplier Agreement" referred to in Paddle's terms and conditions and by purchasing the Subscription you agree to the terms of this Licence.

3.4 Licence Fees shall be payable in full in advance of the start of the Subscription Term to which they relate.

3.5 If you fail to pay any Licence Fees by the due date for payment, your access to the Software will be withdrawn until payment of any outstanding Licences Fees is made.

3.6 Licence Fees shall be payable in the currency specified during the sign-up process for your Subscription. You may be charged additional fees if you pay using a payment card or method using a different currency.

4   **TRIAL SUBSCRIPTION**

4.1   From time to time we may offer trial subscriptions for which no payment will be due for an introductory period (a "**Trial Subscription**"). Trial Subscriptions shall be subject to the terms of this Licence unless otherwise stated in separate terms provided at the time you enter into a Trial Subscription.

5   **YOUR ACCOUNT AND PASSWORD**

5.1   You must be 18 years or older to be eligible to register with us, and to use the Software. By using the Software, you represent and warrant that you are 18 years or older.

5.2   If you register with us, you must provide true and accurate information about yourself. Should the registration information provided prove false or misleading, we may suspend or terminate your account.

5.3   If you are registering on behalf of a business, organisation or other legal entity, you represent and warrant that you have the authority to legally bind that entity to the terns if this Licence.

5.4   You are responsible for maintaining the confidentiality of your account details, including any user identification codes, passwords or any other piece of information that forms part of our security procedures, and you must not disclose these to any third party.

5.5   You are responsible for all activity under your account even if someone else uses your account. You authorise us to act on instructions received under your account and we will not be liable for any loss that you might suffer through following such instructions whether by you or another person.

5.6   We reserve the right to suspend and/or disable your account and access to the Software if you fail to comply with these Terms, or if we have reasonable grounds to believe such a failure has occurred.   Except in the event of an emergency, we will provide you with reasonable advance notice of any such intended suspension, including the reasons for such suspension.

6   **GRANT OF LICENCE**

6.1   Subject to you purchasing a Subscription in accordance with condition 2 and agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable (save as expressly set out herein) limited licence to use the Software on the terms of this Licence solely during your Subscription Term.

6.2   You may:

6.2.1 install and use the Software for your personal purposes only (or for your internal business purposes where you are a Business User):

(a) if the Licence is used pursuant to a single-user Subscription, on one central processing unit (CPU); or

(b) if you purchase Access Passes, on one CPU for you and on one CPU for a single Authorised User for each Access Pass you purchase.

6.3 The Software incorporates elements of third party and open source software which are subject to additional terms and conditions and legal notices, details of which are set out in Schedule 2 and from part of this Licence.

6.4 From time to time we may automatically update the Software to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may require you to update the Software for these reasons.

6.5 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using some or all of the features of the Software and we will not liable for any loss or damage caused by failure to update.

6.6 We may also suspend, withdraw, discontinue or change all or any part of the Software, or any features of it for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

7 **RESTRICTIONS**

7.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

7.1.1 not to copy the Software, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;

7.1.2 not to rent, lease, sub-license (save as expressly permitted by the terms of Access Passes), loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

7.1.3 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things, except to the extent that such actions cannot be prohibited under applicable law because they are necessary to decompile the Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:

(a) is used only for the Permitted Objective;

(b)   is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

(c)   is not used to create any software that is substantially similar in its expression or purpose to the Software, including building a product or service which competes with the Software; and

7.1.4 not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us.

7.1   In relation to the Authorised Users, you undertake that:

7.1.1 the maximum number of Authorised Users that it authorises to access and use the Software shall not exceed the number of Access Passes you have purchased from time to time. You acknowledge that we may charge additional Licence Fees for any breach of this condition;

7.1.2 you will not allow or suffer any Subscription to be used by more than one individual Authorised User. You acknowledge that we may charge additional Licence Fees for any breach of this condition; and

7.1.3 each Authorised User shall keep a secure password for their use of the Software, that such password shall be changed periodically and each Authorised User shall keep their password confidential.

7.2   You shall not create, stream, access, store, distribute or transmit any viruses, or any material during the course of your use of the Software that:

7.2.1 infringes the intellectual property rights of any third party;

7.2.2 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

7.2.3 facilitates illegal activity;

7.2.4 depicts sexually explicit images;

7.2.5 promotes unlawful violence;

7.2.6 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

7.2.7 is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to our other rights, to disable your access to the Software if you breach this provision this condition.

7.3   You agree not to take any action which imposes an unreasonable or disproportionately large load on the Software's infrastructure. In addition and without prejudice to the foregoing, you agree to comply with any acceptable use policy published by us from time to time.

8   **THIRD PARTY PLUG-INS AND SERVICES**

8.1   Where the Software allows for integration with third party plug-ins, apps or services or contains links to third party websites (collectively "**Third Party Services**"), we have no control over the contents or performance of those Third Party Services and your use of purchase of the same is solely at your own risk.

8.2   Any contract entered into and any transaction completed by or for any Third Party Services is between you and the relevant third party, and not us. We recommend that you refer to the Third Party Services' terms and conditions and privacy policy prior to using the relevant Third Party Services.

8.3   We do not endorse or approve any Third Party Services made available via, or used in conjunction with, the Software. We are not responsible for any damage caused to your device or any disruption caused to your use of the Software by using any Third Party Services, nor do we guarantee that such Third Party Services will function with the Software.

9   **INTELLECTUAL PROPERTY RIGHTS**

9.1   You acknowledge that:

9.1.1all intellectual property rights in the Software throughout the world, as between you and us, belong to us,

9.1.2rights in the Software are licensed (not sold) to you,

9.1.3you have no intellectual property rights in, or to, the Software other than the right to use the Software in accordance with the terms of this Licence,

9.1.4the Software is subject to the additional terms and conditions and legal notices set out in Schedule 2, and

9.1.5you have no right to have access to the Software in source code form.

9.2   You acknowledge that we are the sole and exclusive owners of any and all anonymised data relating to your use of the Software (for example activity records, availability monitoring, system performance data and analytics based on user segments) and that such anonymised data can be used by us for commercial, development and research purposes, including in supporting, developing, testing, and improving the Software.

10   **AVAILABILITY AND DISCLAIMER**

10.1   While we will use commercially reasonable endeavours to make the Software perform materially in accordance with any descriptions we provide regarding functionality, available 24 hours a day, seven days a week and to correct any errors in the Software, we do not warrant that:

>   10.1.1   the operation or use of the Software will be error-free or uninterrupted or free from bugs or viruses or that any defect will be corrected; or

>   10.1.2   you will be able to achieve any results or particular outcome from use of the Software.

10.2   The Software is hosted by a third party cloud service provider and your use relies upon internet and telecommunications infrastructure and we do not have responsibility or liability in respect of such services, their performance or for any defect in or unavailability of such services.

10.3   You agree that your use of the Software is at your own risk. We will not be liable to you if for any reason the Software is unavailable at any time or for any period.

10.4   To the maximum extent permitted by law, we disclaim any and all implied conditions and warranties that the Software and the information and services available through it are of satisfactory quality, accurate or fit for a particular purpose.

11   **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

11.1   **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

11.2   **We are not responsible for ensuring the Software meets your individual requirements.** You acknowledge that the Software has not been developed to meet your individual requirements (including, if you are a Business User, any particular cybersecurity requirements you might be subject to under law or otherwise) and that it is therefore your responsibility to ensure that the facilities and functions of the Software meet your requirements.

11.3   If you are a Consumer User:

>   11.3.1   **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both we and you knew it might happen.

11.3.2 **When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

11.3.3 **We are not liable for business losses.** If you are a Consumer User, the Software is made available for your own private non-commercial use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.4 If you are a Business User:

11.4.1 We only supply the Software for internal use by your business, and you agree not to use the Software for any re-sale purposes.

11.4.2 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

(a) loss of profits, sales, business, or revenue;

(b) business interruption;

(c) loss of anticipated savings;

(d) loss or corruption of data or information;

(e) loss of business opportunity, goodwill or reputation; or

(f) any special, indirect or consequential loss, damage, charges or expenses (including without limitation loss or damage of the types set out in condition 11.4.2(a) to condition 11.4.2(e)).

11.4.3 Subject to condition 11.1, our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the then applicable Licence Fees for your Subscription.

11.4.4 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

12   **TERMINATION**

12.1   We may terminate this Licence at any time for convenience by providing you with 30 days' notice. We will provide you with a pro-rata refund of any Licence Fees paid in respect of the unused portion of the Subscription Term.

12.2   We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so. No refund will be due if we terminate in accordance with this condition 12.2.

12.3   Upon termination for any reason:

12.3.1   all rights granted to you under this Licence shall cease;

12.3.2   you must cease all activities authorised by this Licence; and

12.3.3   you must immediately delete or remove the Software from all computer equipment in your possession.

12.4   If you are a Consumer User:

12.4.1   you have a legal right to change your mind within 14 days of first signing up for your Subscription ("cooling-off period"). You can cancel your Subscription by:

(a)   accessing the My Account section of the Software and following the cancellation instructions set out; or

(b)   completing the Model Cancellation Form set out in Schedule 1 and returning it to us.

12.4.2   If neither you nor any Authorised User has used the Software prior to you notifying us of cancellation within the cooling-off period, we will refund the Licence Fees in full.

12.4.3   If you or any Authorised User start using the Software during the cooling-off period, the cooling-off period will end, you will lose your right of cancellation and will not be refunded the Licence Fees in respect of that Subscription Term.

12.4.4   Following the cooling-off period, you may cancel your Subscription at any time and, provided we receive your request to cancel prior to forty eight (48) hours before the expiry of your current Subscription Term, such cancellation shall take effect at the end of your then applicable Subscription Term. If you have purchased an annual Subscription and cancel part-way through the Subscription Term, we may offer you a refund of part of the Licence Fee in respect of any full unused months of the remaining Subscription Term (provided that, your Subscription shall terminate at the end of the then current month and we shall retain an amount

equal to the then current Licence Fee for a single month Subscription for every month or part-month of the Subscription Term during which your Subscription was live prior to cancellation). For the avoidance of doubt, no refunds shall be made in respect of monthly Subscriptions cancelled part-way through the Subscription Term.

13   COMMUNICATIONS BETWEEN US

13.1   If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email to Audiomovers at info@audiomovers.com. We will confirm receipt of this by contacting you in writing at the email address or postal address you provided to us in your order.

13.2   If we have to contact you or give you notice in writing, we will do so by emailing the email address you provided in registering your account.

14   EVENTS OUTSIDE OUR CONTROL

14.1   An **"Event Outside Our Control"** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

14.1   We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control.

14.2   If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

14.2.1   our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

14.2.2   we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

15   HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1   Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our privacy policy available at https://www.umusic.co.uk/privacy.html and it is important that you read that information.

15.2   As stated in condition 3, we use a third party payment service provider who will also process your personal data for administration of billing and collection of the Licence Fees. Such processing shall be subject to the terms of their separate privacy policy available via their website.

16   OTHER IMPORTANT TERMS

16.1   We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2   You may only transfer your rights or your obligations under this Licence to another person if we agree in writing (provided that this will not prevent you providing Access Passes to Authorised Users in accordance with these conditions).

16.3   This contract is between you and us. This Licence does not give rise to any rights to any third party to enforce any term of this Licence.

16.4   Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.

16.5   If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

17   GOVERNING LAW AND JURISDICTION

17.1   This Licence is governed by English law

17.2   If you are a Consumer User:

17.2.1   if mandatory statutory consumer protection regulations in your country of residence contain provisions that apply by application of applicable law, such provisions shall apply irrespective of the choice of English law. As a consumer, you may bring any judicial proceedings relating to this Licence before the competent court of your place of residence or the competent court of our place of business in England. If we wish to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident.

17.2.2   if you reside in the EU, the European Commission provides for an online dispute resolution platform, which you can access here: https://ec.europa.eu/consumers/odr.   We will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

17.3   If you are a Business User, you agree to submit to the exclusive jurisdiction of the English courts.

Third party and open source software – legal notices

Boost Software Licence - 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 licence (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 licence 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.

Curl - COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1996 - 2017, Daniel Stenberg, daniel@haxx.se, and many contributors, see the THANKS file.

All rights reserved. Permission to use, copy, modify, and distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies. 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 NONINFRINGEMENT OF THIRD PARTY RIGHTS. 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.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

JSON - Copyright (c) 2002 JSON.org

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, sublicence, 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 shall be used for Good, not Evil.

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 NONINFRINGEMENT. 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.

This FastCGI application library source and object code (the "Software") and its documentation (the "Documentation") are copyrighted by Open Market, Inc ("Open Market"). The following terms apply to all files associated with the Software and Documentation unless explicitly disclaimed in individual files.

3. This notice may not be removed or altered from any source distribution.

René Nyffenegger rene.nyffenegger@adp-gmbh.ch

****** SHA1 Library (sha1/sha1.hpp) ******

sha1.hpp is a repackaging of the sha1.cpp and sha1.h files from the smallsha1 library (http://code.google.com/p/smallsha1/) into a single header suitable for use as a header only library. This conversion was done by Peter Thorson (webmaster@zaphoyd.com) in 2013. All modifications to the code are redistributed under the same licence as the original, which is listed below.

Copyright (c) 2011, Micael Hildenborg All rights reserved.

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

* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

* 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.

* Neither the name of Micael Hildenborg 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 Micael Hildenborg "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 Micael Hildenborg 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.

****** MD5 Library (common/md5.hpp) ****** md5.hpp is a reformulation of the md5.h and md5.c code from http://www.opensource.apple.com/source/cups/cups-59/cups/md5.c to allow it to

function as a component of a header only library. This conversion was done by Peter Thorson (webmaster@zaphoyd.com) in 2012 for the WebSocket++ project. The changes are released under the same licence as the original (listed below) Copyright (C) 1999, 2002 Aladdin Enterprises. All rights reserved. This software is provided 'as-is', without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software. Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.

2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.

3. This notice may not be removed or altered from any source distribution.

L. Peter Deutsch

ghost@aladdin.com