



## EM 9046 DAN Brooklyn II Firmware

Copyright (c) 2016, Sennheiser electronic GmbH & Co. KG

### LICENSE AGREEMENT EM 9046 DAN Brooklyn II Firmware, VERSION 4.0.8

Read the terms of this license agreement and any before installation provided supplemental license terms (collectively "Agreement") carefully. In case of any contradiction between this license agreement and the provided supplemental license terms, the supplemental license terms shall rule. The software this Agreement applies to is protected by copyright law and other international legislation, regulations and agreements about intellectual property. By installing, using or copying the software, you agree to be bound by the terms of this Agreement.

1. LICENSE TO USE: Sennheiser electronic GmbH & Co. KG ("Sennheiser") grants you a non-exclusive and non-transferable license for the use of the accompanying software and documentation (collectively "Software") only to administrate or control the therefore specified Sennheiser Equipment. You are not allowed to use the Software to control or to administrate any hardware other than Sennheiser Equipment without having a separate written license agreement therefor.
2. RESTRICTIONS: The Software is protected by intellectual property rights. Title to Software and all associated intellectual property rights including without limitation any modifications, enhancements and revisions of the Software, is retained by Sennheiser and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. No right, title or interest in or to any trademark, service mark, logo or trade name of Sennheiser or its licensors is granted under this Agreement.
3. DISCLAIMER OF WARRANTY: The Software is provided "AS IS". Without limiting the foregoing, Sennheiser does not guarantee that the Software is free of errors or will operate without bugs, viruses, loss of data or interruptions. Your exclusive remedy and Sennheiser's entire liability under this limited warranty will be replacement of the Software by Sennheiser. All express or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are disclaimed by Sennheiser, except to the extent that these disclaimers are held to be legally invalid.
4. LIMITATION OF LIABILITY: TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SENNHEISER OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SENNHEISER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SENNHEISER'S LIABILITY TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR SOFTWARE UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.
5. TERMINATION: This Agreement is effective until terminated. You may terminate this Agreement at any time by uninstalling Software and destroying all copies of Software. This Agreement will terminate immediately without notice from Sennheiser if you fail to comply with any provision of this Agreement. Upon Termination, you must uninstall Software and destroy all copies of Software.

Sennheiser electronic GmbH & Co. KG  
Am Labor 1  
D-30900 Wedemark, Germany  
Tel.: +49 5130 600-0  
Fax: +49 5130 600-1300

[www.sennheiser.com](http://www.sennheiser.com)  
Revision date: January 2016

### Lizenzvereinbarung EM 9046 DAN Brooklyn II Firmware, VERSION 4.0.8

#### Lizenzvereinbarung für Nutzer in Deutschland, Österreich oder der Schweiz:

Bitte lesen Sie diese Lizenzvereinbarung und weitere etwaig vor Installation der Software ergänzend zur Verfügung gestellte Bedingungen (insgesamt „Vereinbarung“) gründlich. Im Fall eines Widerspruchs zwischen dieser Lizenzvereinbarung und den ergänzend zur Verfügung gestellten Bedingungen haben die ergänzend zur Verfügung gestellten Bedingungen Vorrang. Die unter dieser Vereinbarung überlassene Software ist urheberrechtlich und unter weiteren nationalen und internationalen gesetzlichen Bestimmungen zum Schutz geistigen Eigentums geschützt. Mit der Installation, Nutzung oder durch das Erstellen einer Kopie dieser Software akzeptieren Sie diese Lizenzvereinbarung.

#### 1. Nutzungsrecht:

Die Sennheiser GmbH & Co. KG (Sennheiser) räumt Ihnen ein nicht-exklusives und nicht übertragbares Recht zur Nutzung der unter dieser Lizenzvereinbarung überlassenen Software und zugehöriger Dokumentation ein, zur Administration und Kontrolle ausschließlich dafür vorgesehener Sennheiser Produkte. Es ist ohne eine gesonderte schriftliche Lizenzvereinbarung nicht erlaubt, die Software zur Administration oder Kontrolle anderer Hardware zu nutzen, als solcher von Sennheiser.

#### 2. Beschränkungen:



Die Software ist durch Gesetze zum Schutz geistigen Eigentums geschützt. Das danach geschützte Eigentum an der Software und allem damit verbundenen geistigem Eigentum, einschließlich - jedoch nicht beschränkt auf - Modifikationen, Verbesserungen und Überarbeitungen der Software, verbleibt bei Sennheiser und/oder deren Lizenzgebern. Modifikationen, Reverse Engineering oder Dekompilieren der Software ist nur erlaubt, soweit ein gesetzlicher oder vertraglich eingeräumter Anspruch dazu berechtigt. Über die nach dieser Lizenzvereinbarung eingeräumten Rechte hinaus, insbesondere betreffend Marken oder Handelsbezeichnungen von Sennheiser, werden mit dieser Lizenzvereinbarung keine weiteren Rechte übertragen oder eingeräumt.

### 3. Gewährleistung:

Es ist bekannt, dass es nach dem aktuellen Stand der Technik nicht möglich ist, Software vollkommen frei von Mängeln zu erstellen. Die Software entspricht in ihren Eigenschaften der von Sennheiser herausgegebenen Produktspezifikation und Produktinformation. Eine Gewährleistung für Eigenschaften, die über die insoweit vertragsgemäße Nutzbarkeit hinausgehen übernimmt Sennheiser nicht.

Sofern Sie die Software als Unternehmer nutzen, ist die Gewährleistungsfrist auf 1 Jahr beschränkt.

### 4. Haftungsbeschränkung:

Bei der fahrlässigen Verletzung vertragswesentlicher Pflichten haftet Sennheiser bis zur Höhe des vorhersehbaren vertragstypischen Schadens.

Sennheiser haftet darüber hinaus für Schäden aus grob fahrlässigem oder vorsätzlichem Verhalten, soweit die Schäden Leben, Körper oder Gesundheit eines Menschen betreffen oder soweit Sennheiser für die Pflichterfüllung eine Garantie übernommen hat oder das Produkthaftungsgesetz eine Haftung bestimmt.

Weiterhin haftet Sennheiser, sofern vertragswesentliche Pflichten verletzt werden, wobei vertragswesentliche Pflichten solche sind, die die ordnungsgemäße Durchführung des Vertrages erst ermöglichen und auf deren Erfüllung Sie entsprechend vertrauen dürfen.

Zum Zwecke der Begrenzung eines möglichen Schadens wird dem Nutzer empfohlen, mit Hilfe der Software verarbeitete eigene Daten auch selbst und unabhängig von der Software vor Verlust zu sichern, wobei diese Empfehlung nicht die Haftung nach den vorgenannten Absätzen dieser Ziffer 4. berührt.

### 5. Beendigung dieser Vereinbarung:

Diese Vereinbarung ist wirksam bis zu deren Kündigung. Die Kündigung kann durch die vollständige und vorbehaltlose Deinstallation und Löschung der Software bzw. Zerstörung Ihrer betreffenden Datenträger erfolgen. Seitens Sennheiser wird diese Vereinbarung unmittelbar und ohne eine darauf bezogene Nachricht an Sie beendet, sobald Sie gegen eine der nach dieser Vereinbarung für Sie bestehenden Pflichten verstoßen. In jedem Fall der Beendigung dieser Vereinbarung müssen Sie die Software deinstallieren und alle Kopien hiervon dauerhaft löschen bzw. zerstören.

### 6. Rechtswahl und Gerichtsstand:

Sofern Sie Unternehmer sind, findet für die aus oder in Verbindung mit dieser Vereinbarung resultierenden Beziehungen deutsches Recht Anwendung, unter Ausschluss des UN-Kaufrechts. Gerichtsstand ist in diesem Fall am für den Sitz von Sennheiser sachlich zuständigen Gericht.

Sennheiser electronic GmbH & Co. KG  
Am Labor 1  
D-30900 Wedemark, Germany  
Tel.: +49 5130 600-0  
Fax: +49 5130 600-1300

[www.sennheiser.com](http://www.sennheiser.com)  
Stand: Januar 2016



## Software License Information for Brooklyn II 4.0.8

### **LICENSE STATEMENT / GPL CODE STATEMENT**

This product resp. the software offered here for download includes software code developed by third parties, including software code subject to the GNU General Public License Version 2 ("GPL") or GNU Library General Public License ("LGPL").

### **WRITTEN OFFER FOR GPL/LGPL SOURCE CODE**

We will provide the applicable GPL/LGPL source code files to everyone upon request via CD-ROM or similar storage medium for a nominal cost to cover shipping and media charges as allowed under the LGPL/GPL. This offer is valid for 3 years. GPL/LGPL inquiries: Please direct all GPL/LGPL inquiries to the following address:

Sennheiser electronic GmbH & Co. KG  
Am Labor 1  
DE - 30900 Wedemark  
Phone: +49 5130 600 0  
Fax: +49 5130 600 1300  
Email: [opensource@sennheiser.com](mailto:opensource@sennheiser.com)

### **PACKAGE LIST**

#### **GNU GENERAL PUBLIC LICENSE Version 2**

busybox  
flatfsd  
inetd  
init  
linux  
login  
uboot

#### **GNU LIBRARY GENERAL PUBLIC LICENSE**

uClibc

### **NO WARRANTY**

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. 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

**SENNHEISER**



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.

## **GNU GENERAL PUBLIC LICENSE**

Version 2, June 1991

Copyright (C) 1989, 1991 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.

### **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 Lesser 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.



## 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 an idea of what it does.  
Copyright (C) yyyy 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., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, 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) year 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 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 Lesser General Public License instead of this License.

## **GNU LIBRARY GENERAL PUBLIC LICENSE**

Version 2, June 1991

Copyright (C) 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.

[This is the first released version of the library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]





## 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 Library General Public License, applies to some specially designated Free Software Foundation software, and to any other libraries whose authors decide to use it. You can use it for your libraries, 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 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 a program 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.

Our method of protecting your rights has two steps: (1) copyright the library, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the library.

Also, for each distributor's protection, we want to make certain that everyone understands that there is no warranty for this free library. If the library is modified by someone else and passed on, we want its recipients to know that what they have is not the original version, 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 companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have



achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

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, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

#### GNU LIBRARY GENERAL PUBLIC LICENSE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Library 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 compile 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) 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.

c) 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.

d) 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 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.

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 to 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 geograph-



ical 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 Library 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

#### Appendix: 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 a brief 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 Library General Public
License as published by the Free Software Foundation; either
version 2 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 Library General Public License for more details.

You should have received a copy of the GNU Library General Public License along with this library; 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.

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.

, 1 April 1990 Ty Coon, President of Vice

That’s all there is to it!

## Ftp Server

Copyright (c) 1985, 1988, 1990, 1992, 1993, 1994, 2002 The Regents of the University of California. 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. Neither the name of the University 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 THE REGENTS AND CONTRIBUTORS “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 THE REGENTS OR CONTRIBUTORS 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.

## telnetd

Copyright (c) 1989 Regents of the University of California. 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 acknowledgment: This product includes software developed by the University of California, Berkeley and its contributors.
4. Neither the name of the University 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 THE REGENTS AND CONTRIBUTORS "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 THE REGENTS OR CONTRIBUTORS 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.