

Terms of Use

for the software of IPR/S3.5.1(1) IP Router Secure

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On Licensee's request Licensor is willing to enter into a data processing agreement (hereinafter "DPA") with Licensee, to the extent there is a statutory need for such a DPA (e.g. Licensee collects, uses or otherwise processes personal data not only for private purposes and Licensor is involved, as data processor, in the processing of the data on behalf of Licensee, e.g. via Licensor's platforms). The request should be directed to:

ABB STOTZ-KONTAKT GmbH
Eppelheimer Str. 82
69123 Heidelberg
Tel no: +49 2351 956 1600

Or
by email to: info.stotz@de.abb.com

Or

Busch-Jaeger Elektro GmbH
Freisenbergstrasse 2
58513 Lüdenscheid
Tel no: +49 2351 956 1600
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by email to: info.bje@de.abb.com.

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The Licensee undertakes to maintain secrecy concerning all information and documents of the Licensor of which he and/or his employees become aware (in particular the Software and/or Documentation) towards third parties and not to make these accessible to third parties in any way.

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10. Secure Systems; Compensation after breach of Contract

It is Licensee's sole responsibility to provide and continuously ensure a secure connection between the Software and Licensee's network or any other network (as the case may be). Licensee shall establish and maintain any appropriate measures (such as but not limited to the installation of firewalls, application of authentication measures, encryption of data, installation of anti-virus programs, etc.) to protect the Software, the network, its system and the interface against any kind of security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information. Licensor and its affiliates are not liable for damages and/or losses related to such security breaches, any unauthorized access, interference, intrusion, leakage and/or theft of data or information.

The Licensee shall be liable for all damages incurred by Licensor due to a breach of any of these Terms of Use by Licensee or by any person engaged or employed by Licensee in connection with the performance of these Terms of Use.

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The Licensor shall only be liable for ensuring that the Software is free of third-party intellectual property rights and copyrights (hereinafter referred to as „Intellectual Property Rights“) in an EU country. If a third party should file justified claims against the licensee on account of the violation of Intellectual Property Rights by a Software used as provided in this agreement in a country pursuant to Sentence 1, the Licensor shall be liable to the licensee as follows:

- a) The Licensor will, at its choice and at its own expense, either obtain a right of use for the deliveries concerned, modify the deliveries such that the Intellectual Property Right is not violated, or replace the deliveries. Should this not be possible for the Licensor on reasonable terms, the licensee shall be entitled by law to withdraw from the agreement. The licensee may not demand compensation for expenses made to no avail.
- b) The obligation of the Licensor to pay damages shall be subject to Clause 12 para A.2 or para B.2 (liability), as applicable.
- c) The aforementioned obligations of the Licensor shall apply solely to the extent that the licensee immediately notifies the Licensor in writing of the claims asserted by third parties, that the licensee does not acknowledge a violation, and that all defensive measures and all settlement negotiations remain reserved by the Licensor. If the licensee discontinues the use of the delivery in order to mitigate loss or for any other good cause, it shall indicate to third parties that the discontinued use is not in relation to an acknowledgement of a violation of an Intellectual Property Right.

Licensee claims where the licensee is responsible for the violation of the Intellectual Property Right are hereby excluded. Furthermore, licensee claims are excluded where the Intellectual Property Right violation is caused by special specifications of the licensee, by an application which cannot be foreseen by the Licensor, or in that the delivery is modified by the licensee or used by the licensee in combination with products which were not supplied by the Licensor.

The provisions of Clause 12 para A.1 and para B.1, as applicable, shall apply accordingly in the case

of other defects in title.

Any other claims asserted by the Licensee against the Licensor or the latter's executing aides which go beyond the claims provided for in this Clause 11 and based on a defect in title shall be excluded.

12. General Provisions depending on Licensee's Domicile

Note according to § 36 Verbraucherstreitbeilegungsgesetz (VSBG): Licensor does not participate in a voluntary dispute settlement procedure before a German consumer arbitration board. There is no legal obligation to do so.

Note in view of Online dispute resolution (according to Art. 14 ODR regulation of EU): The European Commission provides a platform for online dispute resolution, accessible at <http://ec.europa.eu/consumers/odr/>

To the extent Licensor is responsible as per applicable law, such warranty or liability shall be subject to the following provisions which shall not be construed as to increase Licensor's liability or obligations:

Section A: The provisions of the present Paragraph A shall (only) apply to licensees whose registered office or ordinary place of residence is located in Germany:

A.1 Warranty

1. The agreed upon quality of the Software at the time of delivery shall be determined in accordance with the information contained in the program description for the Software or in a corresponding release note (jointly referred to as „Product Description“). Explanations and descriptions shall not constitute warranties (in particular, warranties of quality). Otherwise, a defect of quality shall only be deemed present if the normal operating conditions and the requirements specified the description have been observed.

The Licensor does not accept any responsibility for ensuring that the Software is adequate for the purposes of the licensee which are not stated in the Product Description. The responsibility for the correct selection and the consequences of use of the Software shall solely lie with the licensee.

The Licensor shall eliminate within a reasonable period reproducible software errors that have been reported by the Licensee and for which the Licensor is responsible. The Licensee shall notify the Licensor in writing and without undue delay with regard to any defects. The Licensee shall describe any defects as detailed as possible.

Any remedy shall take place at the Licensor's own discretion either through making good the defect, provision of a new version of the Software or indication of measures designed to prevent the effects produced by the defect. Licensee shall implement a new version of the Software unless such would result in unreasonable problems involving adaptation or conversion.

2. The Licensor shall initially be granted an opportunity to render subsequent performance within a reasonable period. If subsequent performance does not occur, the licensee may withdraw from the agreement. The subsequent improvement shall only be assumed to have failed if, despite a grace period stipulated in writing, the Licensor is not successfully able, even in a second attempt at subsequent improvement, to subsequently improve the defect of the Software such that a use essentially conforming to the terms of this agreement is possible by the licensee.

3. For Licensees being consumers also the following provisions shall also apply:

Licensee shall notify in writing to Licensor obvious defects within 8 days upon receipt of the Software, provided that for the purpose of complying with such time period it is sufficient to have dispatched the notification within said period. Defects becoming visible later on shall be notified in writing within 2 (two) months after becoming visible. The defects shall be described as detailed as possible by Licensee.

For Licensees not being consumers also the following provisions shall also apply:

Licensee shall notify Licensor without undue delay of any defects of the Software. Claims for repair or replacement are subject to a statute of limitations of 12 months calculated from the start of the statutory statute of limitations; the same shall apply mutatis mutandis in the case of rescission and reduction. This shall not apply where:

- insofar as the law prescribes longer periods are prescribed according to Sec. 438 para. 1 No. 2 (buildings and things used for buildings) and Sec. 634a para. 1 No. 2 (defects of a building) German Civil Code („Bürgerliches Gesetzbuch“),
- in case of intent,
- in case of fraudulent concealment of the defect, as well as
- in the event of non-compliance with a quality guarantee.

Claims for reimbursement of expenses by Licensee pursuant to Sec. 445a of the German Civil Code (seller's recourse) with regard to supplies being considered as part of a sale contract (e.g. licensing of standard software without time limit) – hereinafter: "Subject Matter of Supplies" – shall also become time-barred 12 months calculated from the start of the statutory statute of limitations, provided that this shall not apply in case Licensee resells the Subject Matter of Supplies and the last customer in the supply chain (in respect of the supplies) is a consumer.

The legal provisions regarding suspension of expiration ("Ablaufhemmung"), suspension ("Hemmung") and recommencement of limitation periods remain unaffected.

A.2 Liability

1. Unless otherwise stipulated in this license agreement, licensee claims for damages, for any cause in law whatsoever, in particular for a breach of duties under the obligatory relationship and for tortious acts, are hereby excluded.

2. This shall not apply where liability is provided as follows: a) German Product Liability Act ("Produkthaftungsgesetz"), b) in cases of intent, c) in the event of gross negligence, d) in the event of injury of life, body or health, e) in the event of non-compliance with a guarantee, f) if Licensor fraudulently conceals a defect as to quality ("Arglistiges Verschweigen eines Mangels") or g) in case of breach of a condition which goes to the root of the contract ("wesentliche Vertragspflichtverletzung"). However, claims for damages arising from a breach of a condition which goes to the root of the contract shall be limited to the foreseeable damage which is intrinsic to the contract, unless caused by intent or gross negligence or based on liability for injury of life, body or health. The above provision does not imply a change in the burden of proof to the detriment of the Purchaser.

3. No change in the burden of proof to the detriment of the licensee is associated with the preceding provisions.

A.3 Applicable law

This agreement, including the construction thereof, shall be subject to German law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the principles on conflicts of law.

A.4 Dispute resolution

The exclusive place of jurisdiction for all disputes with an entity which is no consumer arising directly or indirectly from the contractual relationship shall be the location of the Licensor's registered office. However, the Licensor shall also be entitled to take legal action at the licensee's principal place of business.

In case of a Licensee who is consumer: if place of residence or of habitual residence (as the case may be) of Licensee who is consumer will change after coming into force of the Agreement to a place outside of Germany, venue for actions against Licensee will be at Licensor's domicile; provided that this will also apply if the place of residence or of habitual residence of Licensee will be unknown at the time of instituting legal proceedings.

A.5 In Writing

The term „written“ or „in writing“ in case of notifications and/or declarations to be made by Licensee will also be fulfilled by a notification or declaration, respectively, as text document on a permanent data carrier showing the persons giving this notification/declaration without requiring signature(s) (so-called Textform). A "permanent data carrier" shall include any media allowing recipient to store / save a notification/declaration to him contained on the data carrier in a way allowing to have access to it for a time period reasonable in view of the purpose of the notification / declaration and sufficient to retrieve the notification/declaration therefrom. Such requirements may be fulfilled e.g. by an email.

Section B: The provisions of the present Paragraph B shall (only) apply to Licensees whose registered office or ordinary place of residence is not located Germany:

B.1 Warranty

Licensee hereby is granted a guarantee by Licensor that the Software will work substantially in line

with the product description for 90 (ninety) days as from receipt of the Software. Any statutory warranty shall be excluded.

B.2 Liability

Except where otherwise provided in this license agreement, any liability of the Licensor (including the liability of its employees, agents or subcontractors) – for any cause in law whatsoever (for example, in connection with defects, default, Intellectual Property Rights, indemnity) – shall be limited as follows:

a) Under no circumstances shall the Licensor be liable for loss of profits, lost income, loss of use, loss of production, loss of data, costs of capital or costs associated with an interruption of operations, the loss of anticipated savings, or indirect or consequential damage or losses, regardless of the nature thereof;

b) The joint and several liability of the Licensor in respect of all claims which may arise in relation to performance or non-performance under this agreement will not under any circumstances exceed 1.000 EUR.

The foregoing provisions on the exclusion of liability shall not apply to unlawful intent or gross negligence on the part of the Licensor, but they shall also apply to unlawful intent or gross negligence on the part of proxies.

B.3 Applicable law

This agreement, including the construction thereof, shall be subject to Swiss law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the principles on conflicts of law.

Note:

As per Article 6 of the Rome I Regulation of the EU the mandatory provisions of the country of the place of residence or habitual residence of the consumer, which is a member country of the European Economic Area (EEA), shall be unaffected, if Licensor (a) pursues its commercial or professional activities in the country where the consumer has his habitual residence, or (b) by any means, directs such activities to that country or to several countries including that country.

B.4 Dispute resolution

a) For consumers: Heidelberg/Germany shall be the non-exclusive venue. This means that the Licensee (being a consumer) shall be free to file legal proceedings in view of rights or claims in connection with this Agreement which are based on consumer protection law ("Consumer Claims") in Germany (Heidelberg) or in any other EU member country in which the consumer has his residual residence.

b) For businesses: Any dispute, controversy or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zurich/CH, unless the parties agree on a city in another country. The arbitral proceedings shall be conducted in English.

13. Miscellaneous

a) These Terms of Use shall apply exclusively. Any conditions of the Licensee deviating from, or supplement, the Terms of Use shall not be binding on Licensor even if Licensor does not object thereto. This also applies if the Licensee declares that he is only willing to enter into a license agreement based on his own terms.

b) The Terms of Use will also govern any upgrades provided by Licensor that replace and/or supplement the original Software, unless such upgrade is accompanied by a separate license terms in which case the terms of that license will govern.

c) In order to comply with national and international foreign trade regulations/laws, the Parties will support each other and provide all necessary documentation and information, such as relating to the registration of items to be exported in export control lists or to the final destination and end use of the

items. Neither party is obliged to perform its obligation under the contract in violation of any statutory or internal export control regulations. Licensor shall have the right at any time to withdraw from the contract, without incurring any liability for either party, if

- the Licensee, despite request, does not provide either any or sufficient enough information about the final destination and the end use of the items;
- Licensor obtains knowledge of an unintended end use after tendering or knowledge of any previously unknown person involved in the business and cannot perform the contract due to any export control or intra-group regulations;
- the items or services are intended for military end use, civil nuclear use or for use in connection with weapons of mass destruction or for missiles capable of delivering such weapons; substantive evidence shall be sufficient to prove this intent; or
- a possibly illegal or unlicensed export or an infringement of embargo rules cannot be fully ruled out.

d) Amendments to these Terms of Use shall require a written agreement between the Parties hereof.

e) If individual conditions of these Terms of Use are or become void or unenforceable, the effectiveness and enforceability of all the remaining clauses shall not be affected. The invalid or unenforceable provision shall be replaced with a valid and enforceable provision which comes as close as possible to the economic purpose of the invalid or unenforceable one, respectively.

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Open Source Software Components

The software contains open source software components as follows:

- binutils-2.25.1
- busybox-1.26.2
- curve25519-donna
- dropbear-2016.74
- expat-2.2.0
- gzip-1.5
- kmod-23
- libpcap-1.8.1
- libxml2-2.9.4
- lsof-4.89
- memstat-1.0
- mtd-1.5.2
- OpenAES
- openssl-1.0.2k
- pcre-8.40
- popt-1.16
- tar-1.27.1
- util-linux-2.29.2
- xmlrpccthd-r1.1
- zlib-1.2.11

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/******  
curve25519-donna  
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curve25519-donna: Curve25519 elliptic curve, public key function

<http://code.google.com/p/curve25519-donna/>

Adam Langley <agl@imperialviolet.org>

Derived from public domain C code by Daniel J. Bernstein <djb@cr.yp.to>

More information about curve25519 can be found here
<http://cr.yp.to/ecdh.html>

djb's sample implementation of curve25519 is written in a special assembly language called qhasm and uses the floating point registers.

This is, almost, a clean room reimplementation from the curve25519 paper. It uses many of the tricks described therein. Only the crecip function is taken from the sample implementation.

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/******  
gzip-1.5  
******/
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Version 3, 29 June 2007

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Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

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

TERMS AND CONDITIONS

0. Definitions.

„This License“ refers to version 3 of the GNU General Public License.

„Copyright“ also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

„The Program“ refers to any copyrightable work licensed under this License. Each licensee is addressed as „you“. „Licensees“ and „recipients“ may be individuals or organizations.

To „modify“ a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a „modified version“ of the earlier work or a work „based on“ the earlier work.

A „covered work“ means either the unmodified Program or a work based on the Program.

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To „convey“ a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays „Appropriate Legal Notices“ to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The „source code“ for a work means the preferred form of the work for making modifications to it. „Object code“ means any non-source form of a work.

A „Standard Interface“ means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The „System Libraries“ of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A „Major Component“, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The „Corresponding Source“ for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

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Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

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tar-1.27.1

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```
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xmlrpcthd-r1.1  
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//
```

Source: <https://sourceforge.net/projects/xmlrpcthd/>
Derived XmlRpc library, based on the excellent work „XmlRpc++“ by Chris Morley.

```
/* changed by ise GmbH 2013  
- added multi-threading support  
- added support for windows compiling  
- extended class XmlRpcValue for automatic type recognition of some defined input formats  
- added binary protocol to minimize overhead
```

Original Project: <https://sourceforge.net/projects/xmlrpcpp/>

```
*/
```

```
/******  
binutils-2.25.1  
*****/  

```

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Version 3, 29 June 2007

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=====

loginrec.c

loginrec.h

atomicio.h

atomicio.c

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- *
- * curve25519-donna: Curve25519 elliptic curve, public key function
- *
- * <http://code.google.com/p/curve25519-donna/>
- *
- * Adam Langley <agl@imperialviolet.org>
- *
- * Derived from public domain C code by Daniel J. Bernstein <djb@cr.yp.to>
- *
- * More information about curve25519 can be found here
- * <http://cr.yp.to/ecdh.html>
- *
- * djb's sample implementation of curve25519 is written in a special assembly language called qhasm and uses the floating point registers.
- *
- * This is, almost, a clean room reimplementation from the curve25519 paper. It uses many of the tricks described therein. Only the crecip function is taken from the sample implementation.
- * /

/*****

expat-2.2.0

*****/

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kmod-23

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Isol-4.89

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memstat-1.0

*****/

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This package was put together by me, Bernd Eckenfels <eck@debian.org>, from the sources, which I obtained from <http://charm.cs.uiuc.edu/~jyelon/software.html>

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*/
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pcre-8.40

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popt-1.16

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*/

Please, check the source code for more details. A license is usually at the start of each source file.

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/******

zlib-1.2.11

******/

ZLIB DATA COMPRESSION LIBRARY

zlib 1.2.11 is a general purpose data compression library. All the code is thread safe. The data format used by the zlib library is described by RFCs (Request for Comments) 1950 to 1952 in the files

<http://tools.ietf.org/html/rfc1950> (zlib format), [rfc1951](http://tools.ietf.org/html/rfc1951) (deflate format) and [rfc1952](http://tools.ietf.org/html/rfc1952) (gzip format).

All functions of the compression library are documented in the file `zlib.h` (volunteer to write man pag-

es welcome, contact zlib@gzip.org). A usage example of the library is given in the file `test/example.c` which also tests that the library is working correctly. Another example is given in the file `test/minigzip.c`. The compression library itself is composed of all source files in the root directory.

To compile all files and run the test program, follow the instructions given at the top of `Makefile.in`. In short „./configure; make test“, and if that goes well, „make install“ should work for most flavors of Unix. For Windows, use one of the special makefiles in `win32/` or `contrib/vstudio/`. For VMS, use `make_vms.com`.

Questions about zlib should be sent to [<zlib@gzip.org>](mailto:zlib@gzip.org), or to Gilles Vollant [<info@winimage.com>](mailto:info@winimage.com) for the Windows DLL version. The zlib home page is <http://zlib.net/>. Before reporting a problem, please check this site to verify that you have the latest version of zlib; otherwise get the latest version and check whether the problem still exists or not.

PLEASE read the zlib FAQ http://zlib.net/zlib_faq.html before asking for help.

Mark Nelson [<markn@ieee.org>](mailto:markn@ieee.org) wrote an article about zlib for the Jan. 1997 issue of Dr. Dobbs's Journal; a copy of the article is available at <http://marknelson.us/1997/01/01/zlib-engine/>.

The changes made in version 1.2.11 are documented in the file `ChangeLog`.

Unsupported third party contributions are provided in directory `contrib/`.

zlib is available in Java using the `java.util.zip` package, documented at <http://java.sun.com/developer/technicalArticles/Programming/compression/>.

A Perl interface to zlib written by Paul Marquess [<pmqs@cpan.org>](mailto:pmqs@cpan.org) is available at CPAN (Comprehensive Perl Archive Network) sites, including <http://search.cpan.org/~pmqs/IO-Compress-Zlib/>.

A Python interface to zlib written by A.M. Kuchling [<amk@amk.ca>](mailto:amk@amk.ca) is available in Python 1.5 and later versions, see <http://docs.python.org/library/zlib.html>.

zlib is built into tcl: <http://wiki.tcl.tk/4610>.

An experimental package to read and write files in .zip format, written on top of zlib by Gilles Vollant [<info@winimage.com>](mailto:info@winimage.com), is available in the `contrib/minizip` directory of zlib.

Notes for some targets:

- For Windows DLL versions, please see `win32/DLL_FAQ.txt`
- For 64-bit Irix, `deflate.c` must be compiled without any optimization. With `-O`, one `libpng` test fails. The test works in 32 bit mode (with the `-n32` compiler flag). The compiler bug has been reported to SGI.
- zlib doesn't work with gcc 2.6.3 on a DEC 3000/300LX under OSF/1 2.1 it works when compiled with cc.
- On Digital Unix 4.0D (formely OSF/1) on AlphaServer, the cc option `-std1` is necessary to get `gzprintf` working correctly. This is done by configure.
- zlib doesn't work on HP-UX 9.05 with some versions of `/bin/cc`. It works with other compilers. Use „make test“ to check your compiler.
- `gzdopen` is not supported on RISCOS or BEOS.

- For PalmOs, see <http://palmzlib.sourceforge.net/>

Acknowledgments:

The deflate format used by zlib was defined by Phil Katz. The deflate and zlib specifications were written by L. Peter Deutsch. Thanks to all the people who reported problems and suggested various improvements in zlib; they are too numerous to cite here.

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If you use the zlib library in a product, we would appreciate *not* receiving lengthy legal documents to sign. The sources are provided for free but without warranty of any kind. The library has been entirely written by Jean-loup Gailly and Mark Adler; it does not include third-party code.

If you redistribute modified sources, we would appreciate that you include in the file ChangeLog history information documenting your changes. Please read the FAQ for more information on the distribution of modified source versions.