**开源软件声明**

**OPEN SOURCE SOFTWARE NOTICE**

|  |  |  |  |
| --- | --- | --- | --- |
| **开源软件名称****OPEN SOURCE SOFTWARE NAME** | **开源软件版本****OPEN SOURCE SOFTWARE****VERSION** | **许可证名称****LICENCE NAME** | **开源软件的官网地址****OPEN SOURCE SOFTWARE WEBSITE** |
| Hazelcast IMDG | 5.3.1 | Apache License 2.0 | https://hazelcast.com/ |
|  |  |  |  |
|  |  |  |  |

# Software 软件名称及软件版本

## Hazelcast IMDG-5.3.1

# Copyright notice 版权声明

## Copyright (c) 2008-2023, Hazelcast, Inc. All Rights Reserved.

# License 许可证

## Source code in this repository is covered by one of two licenses:

## the Apache License 2.0 (http://www.apache.org/licenses/LICENSE-2.0)

Apache License

Version 2.0, January 2004

http://www.apache.org/licenses/

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

You must give any other recipients of the Work or Derivative Works a copy of this License; and

You must cause any modified files to carry prominent notices stating that You changed the files; and

You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

## (ii) the Hazelcast Community License (http://hazelcast.com/hazelcast-community-license)

This Hazelcast Community License Agreement Version 1.0 (the “Agreement”) sets forth the terms on which Hazelcast, Inc. (“Hazelcast”) makes available certain software made available by Hazelcast under this Agreement (the “Software”). BY INSTALLING, DOWNLOADING, ACCESSING, USING OR DISTRIBUTING ANY OF THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, YOU MUST NOT USE THE SOFTWARE. IF YOU ARE RECEIVING THE SOFTWARE ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE ACTUAL AUTHORITY TO AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF SUCH ENTITY. “Licensee” means you, an individual, or the entity on whose behalf you are receiving the Software.

1. LICENSE GRANT AND CONDITIONS

1.1 License. Subject to the terms and conditions of this Agreement, Hazelcast hereby grants to Licensee a non-exclusive, royalty-free, worldwide, non-transferable, non-sublicensable license during the term of this Agreement to (a) use the Software; (b) prepare modifications and derivative works of the Software; (c) distribute the Software (including without limitation in source code or object code form), and (d) reproduce copies of the Software (the “License”). Licensee is not granted the right to, and Licensee shall not exercise the License for an Excluded Purpose. For purposes of this Agreement, “Excluded Purpose” means making available any software-as-a-service, platform-as-a-service, infrastructure-as-a-service, or other similar online service that competes with Hazelcast products or services that provide the Software.

1.2 Conditions. In consideration of the License, Licensee’s distribution of the Software is subject to the following conditions:

Licensee must cause any Software modified by Licensee to carry prominent notices stating that Licensee modified the Software.

On each Software copy, Licensee shall reproduce and not remove or alter all Hazelcast or third party copyright or other proprietary notices contained in the Software, and Licensee must provide the notice below with each copy. “This software is made available by Hazelcast, Inc., under the terms of the Hazelcast Community License Agreement, Version 1.0 located at https://hazelcast.com/hazelcast-community-license . BY INSTALLING, DOWNLOADING,

ACCESSING, USING OR DISTRIBUTING ANY OF THE SOFTWARE, YOU AGREE TO THE TERMS OF SUCH LICENSE AGREEMENT.”

1.3 Licensee Modifications. Licensee may add its own copyright notices to modifications made by Licensee and may provide additional or different license terms and conditions for use, reproduction, or distribution of Licensee’s modifications. While redistributing the Software or modifications thereof, Licensee may choose to offer, for a fee or free of charge, support, warranty, indemnity, or other obligations. Licensee, and not Hazelcast, will be responsible for any such obligations.

1.4 No Sublicensing. The License does not include the right to sublicense the Software; however, each recipient to which Licensee provides the Software may exercise the Licenses so long as such recipient agrees to the terms and conditions of this Agreement.

2. TERM AND TERMINATION.

This Agreement will continue unless and until earlier terminated as set forth herein. If Licensee breaches any of its conditions or obligations under this Agreement, this Agreement will terminate automatically, and the License will terminate automatically and permanently.

3. INTELLECTUAL PROPERTY.

As between the parties, Hazelcast will retain all right, title, and interest in the Software, and all intellectual property rights therein. Hazelcast hereby reserves all rights not expressly granted to Licensee in this Agreement. Hazelcast hereby reserves all rights in its trademarks and service marks, and no licenses therein are granted in this Agreement.

4. DISCLAIMER.

HAZELCAST HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE.

5. LIMITATION OF LIABILITY.

HAZELCAST WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR DIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT. THE FOREGOING SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

6. GENERAL.

6.1 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the state of California, without reference to its conflict of laws principles. If Licensee is located within the United States, all disputes arising out of this Agreement are subject to the exclusive jurisdiction of courts located in Santa Clara County, California, USA. If Licensee is located outside of the United States, any dispute, controversy, or claim arising out of or relating to this Agreement will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The tribunal will consist of one arbitrator. The place of arbitration will be San Francisco, California. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

6.2. Assignment. Licensee is not authorized to assign its rights under this Agreement to any third party. Hazelcast may freely assign its rights under this Agreement to any third party.

6.3. Other. This Agreement is the entire agreement between the parties regarding the subject matter hereof. No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. In the event that any provision, including without limitation any condition, of this Agreement is held to be unenforceable, this Agreement and all licenses and rights granted hereunder will immediately terminate. Waiver by Hazelcast of a breach of any provision of this Agreement or the failure by Hazelcast to exercise any right hereunder will not be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.