

*Note to Resellers: Please pass on this document to your customer to avoid license infringements.*

### Third-Party Software Information

*This product, solution or service ("Product") contains third-party software components listed in this document. These components are Open Source Software licensed under a license approved by the Open Source Initiative ([www.opensource.org](http://www.opensource.org)) or similar licenses as determined by SIEMENS ("OSS") and/or commercial or freeware software components. With respect to the OSS components, the applicable OSS license conditions prevail over any other terms and conditions covering the Product. The OSS portions of this Product are provided royalty-free and can be used at no charge.*

*If SIEMENS has combined or linked certain components of the Product with/to OSS components licensed under the GNU LGPL version 2 or later as per the definition of the applicable license, and if use of the corresponding object file is not unrestricted ("LGPL Licensed Module", whereas the LGPL Licensed Module and the components that the LGPL Licensed Module is combined with or linked to is the "Combined Product"), the following additional rights apply, if the relevant LGPL license criteria are met: (i) you are entitled to modify the Combined Product for your own use, including but not limited to the right to modify the Combined Product to relink modified versions of the LGPL Licensed Module, and (ii) you may reverse-engineer the Combined Product, but only to debug your modifications. The modification right does not include the right to distribute such modifications and you shall maintain in confidence any information resulting from such reverse-engineering of a Combined Product.*

*Certain OSS licenses require SIEMENS to make source code available, for example, the GNU General Public License, the GNU Lesser General Public License and the Mozilla Public License. If such licenses are applicable and this Product is not shipped with the required source code, a copy of this source code can be obtained by anyone in receipt of this information during the period required by the applicable OSS licenses by contacting the following address:*

*Siemens AG*

*Otto-Hahn-Ring 6*

*81739 Muenchen*

*Germany*

*Keyword: Open Source Request*

### TALON Commissioner Revision 3.14

*SIEMENS may charge a handling fee of up to 5 EUR to fulfill the request.*

### Warranty regarding further use of the Open Source Software:

*SIEMENS' warranty obligations are set forth in your agreement with SIEMENS. SIEMENS does not provide any warranty or technical support for this Product or any OSS components contained in it if they are modified or used in any manner not specified by SIEMENS. The license conditions listed below may contain disclaimers that apply between you and the respective licensor. For the avoidance of doubt, SIEMENS does not make any warranty commitment on behalf of or binding upon any third party licensor.*

## Open Source Software and/or other third-party software contained in this Product:

Please note the following license conditions and copyright notices applicable to Open Source Software and/or other components (or parts thereof):

Component	Open Source Software [Yes/No]	Acknowledgements/ Comment	License conditions and copyright notices
Apache Xerces Java – 1.0.3	Yes	Portions of this software are based upon public domain software originally written at the National Center for Supercomputing Applications, University of Illinois, Urbana-Champaign.	<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Apache Xerces Java – 1.0.3 [→ 4]</a>
Bosrup overLIB – 3.5	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Bosrup overLIB – 3.5 [→ 5]</a>
Code Guru - A Color Picker	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – A Color Picker [→ 6]</a>
Code Guru - A DevStudio like CControlBar	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – A DevStudio like CControlBar [→ 6]</a>
Code Guru - Converting DDB to DIB	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Converting DDB to DIB [→ 6]</a>
Code Guru - CString Extensions	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – CString Extensions [→ 6]</a>
Code Guru - Drawing a Bitmap Transparently	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Drawing a Bitmap Transparently [→ 7]</a>
Code Guru - Editables Subitems	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Editables Subitems [→ 7]</a>
Code Guru - Image List Box	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Image List Box [→ 7]</a>
Code Guru - Setting Color and Font Attribute	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Setting Color and Font Attribute [→ 8]</a>
Code Guru - Sort Order in Header Control	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Sort Order in Header Control [→ 8]</a>
Code Guru - Static control to display DIBs	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Static control to display DIBs [→ 8]</a>
Code Guru - Using a Drop Down List	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Using a Drop Down List [→ 8]</a>
Code Guru - ZoomView	Yes	Article written by Brad Pirtle	<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – ZoomView [→ 9]</a>

Code Project - CThread - a Worker Thread wrapper class	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Project – CThread – a Worker Thread wrapper class [→ 9]</a>
Code Project - CxImage (subset: CxImage, png, zlib) – 6.00	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Project – CxImage (subset: CxImage, png, zlib) – 6.00 [→ 9]</a>
Code Project - Flicker Free Drawing in MFC – 1.0	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Project – Flicker Free Drawing in MFC – 1.0 [→ 11]</a>
Code Project - Layout Manager – 1.0	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Project – Layout Manager – 1.0 [→ 13]</a>
CXTabCtrl – an easier tab control for dialogs and forms	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR CXTabCtrl – an easier tab control for dialogs and forms [→ 13]</a>
FM Software GIFDecoder Class – 1.01	Yes	LZW decoder adapted from John Cristy's ImageMagick. @version 1.01 July 2001	<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR FM Software GIFDecoder Class – 1.01 [→ 14]</a>
GIFAnimation	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR GIFAnimation [→ 14]</a>
ItsyBitsy window support module	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR ItsyBitsy window support module [→ 14]</a>
Jscal - JavaScript Calendar Component	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Jscal – JavaScript Calendar Component [→ 15]</a>
libHaru – 2.3.0 RC2	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR libHaru – 2.3.0 RC2 [→ 15]</a>
LINK.ico	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR LINK.ico [→ 16]</a>
Microsoft DCOMPerm – 7.1	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Microsoft DCOMPerm – 7.1 [→ 17]</a>
Microsoft OPC Category Helper – 1997	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Microsoft OPC Category Helper – 1997 [→ 19]</a>
Naughter Software EnumSerialPorts – 1.01	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Naughter Software EnumSerialPorts – 1.01 [→ 22]</a>
OPC Foundation AE Redistributables – 1.00	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation AE Redistributables – 1.00 [→ 23]</a>
OPC Foundation AE SDK – 1.00	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation AE SDK – 1.00 [→ 25]</a>
OPC Foundation Common Redistributable – 1.00	Yes		<a href="#">LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation Common Redistributable – 1.00 [→ 28]</a>

OPC Foundation Common SDK – 1.00	Yes		LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation Common SDK – 1.00 [→ 30]
OPC Foundation DA Redistributables – 2.00	Yes		LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation DA Redistributables – 2.00 [→ 33]
OPC Foundation DA SDK – 2.00	Yes		LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation DA SDK – 2.00 [→ 35]
PixieLib – 1998	Yes		LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR PixieLib – 1998 [→ 38]

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Apache Xerces Java – 1.0.3**

Please find the license conditions and copyright notices applicable for Apache Xerces Java – 1.0.3

**License conditions:**

<p>The Apache Software License, 1.1                  Copyright (c) 2000 The Apache Software Foundation. All rights reserved.                  Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:</p> <ol style="list-style-type: none"> <li>1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.</li> <li>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.</li> <li>3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment:                      "This product includes software developed by the Apache Software Foundation (<a href="http://www.apache.org/">http://www.apache.org/</a>)."                      Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.</li> <li>4. The names "Apache" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact <a href="mailto:apache@apache.org">apache@apache.org</a>.</li> <li>5. Products derived from this software may not be called "Apache", nor may "Apache" appear in their name, without prior written permission of the Apache Software Foundation.</li> </ol> <p>THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED 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 APACHE SOFTWARE FOUNDATION OR ITS 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.</p> <p>This software consists of voluntary contributions made by many individuals on behalf of the Apache Software Foundation. For more information on the Apache Software Foundation, please see <a href="http://www.apache.org/">http://www.apache.org/</a>.</p>
--

**Copyrights:**

<p>Xerces® is a copyright of Apache Software Foundation.</p>
--

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Bosrup overLIB – 3.5

Please find the license conditions and copyright notices applicable for Bosrup overLIB – 3.5

### License conditions:

**License coverage**

Note that this license only covers the script and not any supporting material such as this website or the documentation. You may not reproduce or copy the website or other material presented here without explicit written permission from the author.

**License (Artistic)**

**Preamble**

The intent of this document is to state the conditions under which a Package may be copied, such that the Copyright Holder maintains some semblance of artistic control over the development of the package, while giving the users of the package the right to use and distribute the Package in a more-or-less customary fashion, plus the right to make reasonable modifications.

**Definitions:**

"Package" refers to the collection of files distributed by the Copyright Holder, and derivatives of that collection of files created through textual modification.

"Standard Version" refers to such a Package if it has not been modified, or has been modified in accordance with the wishes of the Copyright Holder.

"Copyright Holder" is whoever is named in the copyright or copyrights for the package.

"You" is you, if you're thinking about copying or distributing this Package.

"Reasonable copying fee" is whatever you can justify on the basis of media cost, duplication charges, time of people involved, and so on. (You will not be required to justify it to the Copyright Holder, but only to the computing community at large as a market that must bear the fee.)

"Freely Available" means that no fee is charged for the item itself, though there may be fees involved in handling the item. It also means that recipients of the item may redistribute it under the same conditions they received it.

1. You may make and give away verbatim copies of the source form of the Standard Version of this Package without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.
2. You may apply bug fixes, portability fixes and other modifications derived from the Public Domain or from the Copyright Holder. A Package modified in such a way shall still be considered the Standard Version.
3. You may otherwise modify your copy of this Package in any way, provided that you insert a prominent notice in each changed file stating how and when you changed that file, and provided that you do at least ONE of the following:
  1. place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or placing the modifications on a major archive site such as [ftp.uu.net](http://ftp.uu.net), or by allowing the Copyright Holder to include your modifications in the Standard Version of the Package.
  2. use the modified Package only within your corporation or organization.
  3. rename any non-standard executables so the names do not conflict with standard executables, which must also be provided, and provide a separate manual page for each non-standard executable that clearly documents how it differs from the Standard Version.
  4. make other distribution arrangements with the Copyright Holder.
4. You may distribute the programs of this Package in object code or executable form, provided that you do at least ONE of the following:
  1. distribute a Standard Version of the executables and library files, together with instructions (in the manual page or equivalent) on where to get the Standard Version.
  2. accompany the distribution with the machine-readable source of the Package with your modifications.
  3. accompany any non-standard executables with their corresponding Standard Version executables, giving the non-standard executables non-standard names, and clearly documenting the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.
  4. make other distribution arrangements with the Copyright Holder.
5. You may charge a reasonable copying fee for any distribution of this Package. You may charge any fee you choose for support of this Package. You may not charge a fee for this Package itself. However, you may distribute this Package in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution provided that you do not advertise this Package as a product of your own.
6. The scripts and library files supplied as input to or produced as output from the programs of this Package do not automatically fall under the copyright of this Package, but belong to whomever generated them, and may be sold commercially, and may be aggregated with this Package.
7. C or perl subroutines supplied by you and linked into this Package shall not be considered part of this Package.
8. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.
9. THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Copyrights:**

*Copyright Erik Bosrup 1998-2001. All rights reserved.*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – A Color Picker**

*Please find the license conditions and copyright notices applicable for Code Guru – A Color Picker*

**License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

**Copyrights:**

*Copyright 1998 Luis Ortega. All Rights Reserved.*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – A DevStudio like CControlBar**

*Please find the license conditions and copyright notices applicable for Code Guru – A DevStudio like CControlBar*

**License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

**Copyrights:**

*Copyright 1998 Alger Pike. All Rights Reserved.*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Converting DDB to DIB**

*Please find the license conditions and copyright notices applicable for Code Guru – Converting DDB to DIB*

**License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

**Copyrights:**

*Copyright 1998 Zafir Anjum. All Rights Reserved.*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – CString Extensions**

*Please find the license conditions and copyright notices applicable for Code Guru – CString Extensions*

**License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

**Copyrights:**

*Copyright - Zafir Anjum, MAB Tech 2000 and Others*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Drawing a Bitmap Transparently**

*Please find the license conditions and copyright notices applicable for Code Guru – Drawing a Bitmap Transparently*

**License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

**Copyrights:**

*Copyright 1998 Zafir Anjum. All Rights Reserved.*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Editables Subitems**

*Please find the license conditions and copyright notices applicable for Code Guru – Editables Subitems*

**License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

**Copyrights:**

*Copyright 1998 Zafir Anjum. All Rights Reserved.*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Image List Box**

*Please find the license conditions and copyright notices applicable for Code Guru – Image List Box*

**License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

**Copyrights:**

*Copyright 1999 Mauro Ghini. All Rights Reserved.*

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Setting Color and Font Attribute

Please find the license conditions and copyright notices applicable for Code Guru – Setting Color and Font Attribute

### **License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

### **Copyrights:**

*Copyright 1998 Zafir Anjum. All Rights Reserved.*

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Sort Order in Header Control

Please find the license conditions and copyright notices applicable for Code Guru – Sort Order in Header Control

### **License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

### **Copyrights:**

*Copyright 1998 Zafir Anjum. All Rights Reserved.*

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Static control to display DIBs

Please find the license conditions and copyright notices applicable for Code Guru – Static control to display DIBs

### **License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

### **Copyrights:**

*Copyright 1998 by Jorge Lodos All rights reserved*

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – Using a Drop Down List

Please find the license conditions and copyright notices applicable for Code Guru – Using a Drop Down List

### **License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*



**Copyrights:**

*Copyright 1998 Zafir Anjum. All Rights Reserved.*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Guru – ZoomView**

*Please find the license conditions and copyright notices applicable for Code Guru – ZoomView*

**License conditions:**

*By submitting the resource, you grant your article's readers the permission to use any source code in the resource for commercial or noncommercial software. Please note that you retain ownership of any copyrights in any resources submitted.*

**Copyrights:**

*Article written by Brad Pirtle  
Copyright 1994, QuickLogic Corp., all rights reserved.*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Project – CThread – a Worker Thread wrapper class**

*Please find the license conditions and copyright notices applicable for Code Project – CThread – a Worker Thread wrapper class*

**Copyrights:**

*Copyright 1999 by Dominik Filipp*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Project – CxImage (subset: CxImage, png, zlib) – 6.00**

*Please find the license conditions and copyright notices applicable for Code Project CxImage (subset: CxImage, png, zlib) – 6.00*

**License conditions:**

*Portions of the code are released under the Zlib/libpng License  
Portions of the code are released under a CxImage specific License  
Portions of the code are released under an "miGIF Compression" specific License  
Portions of the code are released under the PNG Reference Library License  
Portions of the code are released under "LZW decoder for GIF" License*

**Zlib/libpng License:**  
This software is provided 'as-is', without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software.  
Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
3. This notice may not be removed or altered from any source distribution.

**CxImage specific License:**  
Covered code is provided under this license on an "as is" basis, without warranty of any kind, either expressed or implied, including, without limitation, warranties that the covered code is free of defects, merchantable, fit for a particular purpose

or non-infringing. The entire risk as to the quality and performance of the covered code is with you. Should any covered code prove defective in any respect, you (not the initial developer or any other contributor) assume the cost of any necessary servicing, repair or correction. This disclaimer of warranty constitutes an essential part of this license. No use of any covered code is authorized hereunder except under this disclaimer.

Permission is hereby granted to use, copy, modify, and distribute this source code, or portions hereof, for any purpose, including commercial applications, freely and without fee, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
3. This notice may not be removed or altered from any source distribution.

*miGIF Compression specific License:*

miGIF Compression - mouse and ivo's GIF-compatible compression-run length encoding compression routines-

Copyright (C) 1998 Hutchison Avenue Software Corporation

<http://www.hasc.com>

info@hasc.com

Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that the above copyright notice appear in all copies and that both that copyright notice and this permission notice appear in supporting documentation. This software is provided "AS IS." The Hutchison Avenue Software Corporation disclaims all warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to this code and accompanying documentation.

*PNG Reference Library License:*

The PNG Reference Library is supplied "AS IS". The Contributing Authors and Group 42, Inc. disclaim all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The Contributing Authors and Group 42, Inc. assume no liability for direct, indirect, incidental, special, exemplary, or consequential damages, which may result from the use of the PNG Reference Library, even if advised of the possibility of such damage.

Permission is hereby granted to use, copy, modify, and distribute this source code, or portions hereof, for any purpose, without fee, subject to the following restrictions:

1. The origin of this source code must not be misrepresented.
2. Altered versions must be plainly marked as such and must not be misrepresented as being the original source.
3. This Copyright notice may not be removed or altered from any source or altered source distribution.

The Contributing Authors and Group 42, Inc. specifically permit, without fee, and encourage the use of this source code as a component to supporting the PNG file format in commercial products. If you use this source code in a product, acknowledgment is not required but would be appreciated.

*"LZW decoder for GIF" License:*

DECODE.C - An LZW decoder for GIF

\* Copyright (C) 1987, by Steven A. Bennett

\* Copyright (C) 1994, C++ version by Alejandro Aguilar Sierra

\* Permission is given by the author to freely redistribute and include this code in any program as long as this credit is given where due.

\* In accordance with the above, I want to credit Steve Wilhite who wrote the code which this is heavily inspired by.

\* GIF and 'Graphics Interchange Format' are trademarks (tm) of Comuserve, Incorporated, an H&R Block Company.

\* Release Notes: This file contains a decoder routine for GIF images which is similar, structurally, to the original routine by Steve Wilhite. It is, however, somewhat noticeably faster in most cases.

**Copyrights:**

Copyright (C) 1998 Hutchison Avenue Software Corporation

Copyright (C) 1987, by Steven A. Bennett

Copyright (C) 1994-1998, C++ version by Alejandro Aguilar Sierra

Copyright (c) 1998-2007 Glenn Randers-Pehrson

Copyright (c) 1996, 1997 Andreas Dilger

Copyright (c) 1995, 1996 Guy Eric Schalnat, Group 42, Inc.

Copyright (c) 1988-1997 Sam Leffler

Copyright (c) 1991-1997 Silicon Graphics, Inc.

Copyright (C) 1995-2005 Mark Adler

Copyright (c) 1996-1998 Ulrich von Zadow

Copyright (c) 1998-01-04 Charles Poynton

Copyright (c) 2000,2001 Gerard Juyn  
Copyright (c) 2001-2003 Michael David Adams - All rights reserved.  
Copyright (c) 2002, Markus Kuhn - All rights reserved.  
Copyright 1995-2005 Jean-loup Gailly  
Copyright 1997-2007 by Dave Coffin  
(c) Dec/2007 Davide Pizzolato  
(c) 1999 Steve McMahon  
(C) 1995-2004 Jean-loup Gailly and Mark Adler  
Copyright (C) 1991-1998, Thomas G. Lane.  
Copyright (C) 1994 by Ingo Wilken

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Project – Flicker Free Drawing in MFC – 1.0

*Please find the license conditions and copyright notices applicable for Code Project Flicker Free Drawing in MFC – 1.0*

### **License conditions:**

This article, along with any associated source code and files, is licensed under The Code Project Open License (CPOL):

#### **Preamble**

This License governs Your use of the Work. This License is intended to allow developers to use the Source Code and Executable Files provided as part of the Work in any application in any form.

The main points subject to the terms of the License are:

Source Code and Executable Files can be used in commercial applications;

Source Code and Executable Files can be redistributed; and

Source Code can be modified to create derivative works.

No claim of suitability, guarantee, or any warranty whatsoever is provided. The software is provided "as-is".

The Article accompanying the Work may not be distributed or republished without the Author's consent

This License is entered between You, the individual or other entity reading or otherwise making use of the Work licensed pursuant to this License and the individual or other entity which offers the Work under the terms of this License ("Author").

#### **License**

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CODE PROJECT OPEN LICENSE ("LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HEREIN, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE AUTHOR GRANTS YOU THE RIGHTS CONTAINED HEREIN IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ACCEPT AND BE BOUND BY THE TERMS OF THIS LICENSE, YOU CANNOT MAKE ANY USE OF THE WORK.

#### **1. Definitions.**

- a. **"Articles"** means, collectively, all articles written by Author which describes how the Source Code and Executable Files for the Work may be used by a user.
- b. **"Author"** means the individual or entity that offers the Work under the terms of this License.
- c. **"Derivative Work"** means a work based upon the Work or upon the Work and other pre-existing works.
- d. **"Executable Files"** refer to the executables, binary files, configuration and any required data files included in the Work.
- e. **"Publisher"** means the provider of the website, magazine, CD-ROM, DVD or other medium from or by which the Work is obtained by You.
- f. **"Source Code"** refers to the collection of source code and configuration files used to create the Executable Files.
- g. **"Standard Version"** refers to such a Work if it has not been modified, or has been modified in accordance with the consent of the Author, such consent being in the full discretion of the Author.
- h. **"Work"** refers to the collection of files distributed by the Publisher, including the Source Code, Executable Files, binaries, data files, documentation, whitepapers and the Articles.
- i. **"You"** is you, an individual or entity wishing to use the Work and exercise your rights under this License.

**2. Fair Use/Fair Use Rights.** Nothing in this License is intended to reduce, limit, or restrict any rights arising from fair use, fair dealing, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

**3. License Grant.** Subject to the terms and conditions of this License, the Author hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

a. You may use the standard version of the Source Code or Executable Files in Your own applications.

b. You may apply bug fixes, portability fixes and other modifications obtained from the Public Domain or from the Author. A Work modified in such a way shall still be considered the standard version and will be subject to this License.

c. You may otherwise modify Your copy of this Work (excluding the Articles) in any way to create a Derivative Work, provided that You insert a prominent notice in each changed file stating how, when and where You changed that file.

d. You may distribute the standard version of the Executable Files and Source Code or Derivative Work in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution.

e. The Articles discussing the Work published in any form by the author may not be distributed or republished without the Author's consent. The author retains copyright to any such Articles. You may use the Executable Files and Source Code pursuant to this License but you may not repost or republish or otherwise distribute or make available the Articles, without the prior written consent of the Author.

Any subroutines or modules supplied by You and linked into the Source Code or Executable Files of this Work shall not be considered part of this Work and will not be subject to the terms of this License.

**4. Patent License.** Subject to the terms and conditions of this License, each Author 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, import, and otherwise transfer the Work.

**5. Restrictions.** The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

a. You agree not to remove any of the original copyright, patent, trademark, and attribution notices and associated disclaimers that may appear in the Source Code or Executable Files.

b. You agree not to advertise or in any way imply that this Work is a product of Your own.

c. The name of the Author may not be used to endorse or promote products derived from the Work without the prior written consent of the Author.

d. You agree not to sell, lease, or rent any part of the Work. This does not restrict you from including the Work or any part of the Work inside a larger software distribution that itself is being sold. The Work by itself, though, cannot be sold, leased or rented.

e. You may distribute the Executable Files and Source Code only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy of the Executable Files or Source Code You distribute and ensure that anyone receiving such Executable Files and Source Code agrees that the terms of this License apply to such Executable Files and/or Source Code. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute the Executable Files or Source Code with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License.

f. You agree not to use the Work for illegal, immoral or improper purposes, or on pages containing illegal, immoral or improper material. The Work is subject to applicable export laws. You agree to comply with all such laws and regulations that may apply to the Work after Your receipt of the Work.

**6. Representations, Warranties and Disclaimer.** THIS WORK IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OR GUARANTEES. YOU, THE USER, ASSUME ALL RISK IN ITS USE, INCLUDING COPYRIGHT INFRINGEMENT, PATENT INFRINGEMENT, SUITABILITY, ETC. AUTHOR EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, OR THAT THE WORK (OR ANY PORTION THEREOF) IS CORRECT, USEFUL, BUG-FREE OR FREE OF VIRUSES. YOU MUST PASS THIS DISCLAIMER ON WHENEVER YOU DISTRIBUTE THE WORK OR DERIVATIVE WORKS.

**7. Indemnity.** You agree to defend, indemnify and hold harmless the Author and the Publisher from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable legal or attorneys' fees) resulting from or relating to any use of the Work by You.

**8. Limitation on Liability.** EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE AUTHOR OR THE PUBLISHER BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK OR OTHERWISE, EVEN IF THE AUTHOR OR THE PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. Termination.**

a. This License and the rights granted hereunder will terminate automatically upon any breach by You of any term of this License. Individuals or entities who have received Derivative Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 6, 7, 8, 9, 10 and 11 will survive any termination of this License.

b. If You bring a copyright, trademark, patent or any other infringement claim against any contributor over infringements You claim are made by the Work, your License from such contributor to the Work ends automatically.

c. Subject to the above terms and conditions, this License is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, the Author reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

**10. Publisher.** The parties hereby confirm that the Publisher shall not, under any circumstances, be responsible for and shall not have any liability in respect of the subject matter of this License. The Publisher makes no warranty whatsoever in connection with the Work and shall not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special,

incidental or consequential damages arising in connection to this license. The Publisher reserves the right to cease making the Work available to You at any time without notice

**11. Miscellaneous**

- a. This License shall be governed by the laws of the location of the head office of the Author or if the Author is an individual, the laws of location of the principal place of residence of the Author.
- b. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this License, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- c. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- d. This License constitutes the entire agreement between the parties with respect to the Work licensed herein. There are no understandings, agreements or representations with respect to the Work not specified herein. The Author shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Author and You.

**Copyrights:**

*Copyright 1996-1999, Keith Rule*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Code Project – Layout Manager – 1.0**

*Please find the license conditions and copyright notices applicable for Code Project Layout Manager – 1.0*

**License conditions:**

**DISCLAIMER:**

The source code may be used in compiled form in any way you desire (including usage in commercial applications), providing that your application adds essential code (i.e. it is not only a wrapper) to the functionality found here

Redistribution of the sourcecode itself, publication in any media or inclusion in a library requires the authors expressed written consent. You may not sale this code for profit.

THIS SOFTWARE IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY. USE IT AT YOUR OWN RISK! THE AUTHOR ACCEPTS NO LIABILITY FOR ANY DAMAGE/LOSS OF BUSINESS THAT THIS PRODUCT MAY CAUSE.

**Copyrights:**

*This Sourcecode and all accompanying material is ©1998-1999 Erwin Tratar. All rights reserved.*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR CXTabControl – an easier tab control for dialogs and forms**

*Please find the license conditions and copyright notices applicable for CXTabControl – an easier tab control for dialogs and forms*

**Copyrights:**

*Copyright (c) 2000 Xicoloko*

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR FM Software GIFDecoder Class – 1.01

Please find the license conditions and copyright notices applicable for FM Software GIFDecoder Class – 1.01

### **License conditions:**

The following Java source code for animated GIF processing may be freely used for any purpose. Unisys patent restrictions may apply to the LZW portions. Look here for the Unisys-GIF controversy: [http://www.freesoftwaremagazine.com/articles/gif\\_now\\_finally\\_free](http://www.freesoftwaremagazine.com/articles/gif_now_finally_free)

### **Copyrights:**

No copyright asserted on the source code of this class. May be used for any purpose, however, refer to the Unisys LZW patent for any additional restrictions. Please forward any corrections to [kweiner@fmsoftware.com](mailto:kweiner@fmsoftware.com). @author Kevin Weiner, FM Software; LZW decoder adapted from John Cristy's ImageMagick. @version 1.01 July 2001

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR GIFAnimation

Please find the license conditions and copyright notices applicable for GIFAnimation

### **Copyrights:**

Copyright (c) 2001 Oleg Bykov

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR ItsyBitsy window support module

Please find the license conditions and copyright notices applicable for ItsyBitsy window support module

### **Copyrights:**

Copyright 1993-1995 stuff.mit.edu.

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Jscal – JavaScript Calendar Component

Please find the license conditions and copyright notices applicable for Jscal – JavaScript Calendar Component

### License conditions:

BSD License  
Copyright (c) 1999, Robert W. Husted  
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.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS 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 COPYRIGHT OWNER 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.

The views and conclusions contained in the software and documentation are those of the authors and should not be interpreted as representing official policies, either expressed or implied, of the FreeBSD Project.

### Copyrights:

Application by Robert W. Husted (1999)

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR libHaru – 2.3.0 RC2

Please find the license conditions and copyright notices applicable for [Component 1]

### License conditions:

Portions of the code are released under the libHaru License  
Portions of the code are released under the Zlib/libpng License  
Portions of the code are released under the MIT License  
Portions of the code are released under a License from Sam Leffler and Silicon Graphics  
Portions of the code are released under a Public Domain License

**libHaru License:**  
HARU is distributed under the ZLIB/LIBPNG License. Because ZLIB/LIBPNG License is one of the freest licenses, you can use Haru for various purposes. The license of HARU is as follows.  
Copyright (C) 1999-2006 Takeshi Kanno This software is provided 'as-is', without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software. Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
3. This notice may not be removed or altered from any source distribution.

**Zlib/libpng License:**  
This software is provided 'as-is', without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software.  
Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this

- software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
  3. This notice may not be removed or altered from any source distribution.

*MIT License:*

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE X CONSORTIUM BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

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

*Sam Leffler and Silicon Graphics License:*

\* Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that (i) the above copyright notices and this permission notice appear in all copies of the software and related documentation, and (ii) the names of Sam Leffler and Silicon Graphics may not be used in any advertising or publicity relating to the software without the specific, prior written permission of Sam Leffler and Silicon Graphics.

\* THE SOFTWARE IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

\* IN NO EVENT SHALL SAM LEFFLER OR SILICON GRAPHICS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

*Public Domain License:*

\* The code implements MD5 message-digest algorithm is based on the code written by Colin Plumb.

\* The copyright of it is as follows.

\* This code implements the MD5 message-digest algorithm.

\* The algorithm is due to Ron Rivest. This code was \* written by Colin Plumb in 1993, no copyright is claimed.

\* This code is in the public domain; do with it what you wish.

\* Equivalent code is available from RSA Data Security, Inc.

\* This code has been tested against that, and is equivalent, except that you don't need to include two pages of legalese with every copy.

**Copyrights:**

*Copyright (C) 1999-2006 Takeshi Kanno*

*Copyright (C) 2007-2009 Antony Dovgal*

*Copyright (C) 2008 Li Jun*

*Copyright (c) 1988-1997 Sam Leffler*

*Copyright (c) 1991-1997 Silicon Graphics, Inc.*

*Copyright (c) 2010 Sergey Kononov*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR LINK.ico**

*Please find the license conditions and copyright notices applicable for LINK.ico*

**Copyrights:**

*Made in Copenhagen · Copyright 2017*



## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Microsoft DCOMPerm – 7.1

Please find the license conditions and copyright notices applicable for Microsoft DCOMPerm – 7.1

### License conditions:

#### MICROSOFT SOFTWARE LICENSE TERMS

#### MICROSOFT WINDOWS SOFTWARE DEVELOPMENT KIT FOR WINDOWS 7 and .NET FRAMEWORK 4

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services for this software, unless other terms accompany those items. If so, those terms apply.

#### BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

#### 1. INSTALLATION AND USE RIGHTS.

a. Installation and Use. You may install and use any number of copies of the software on your devices to design, develop and test your programs that run on a Microsoft Windows operating system. Further, you may install, use and/or deploy via a network management system or as part of a desktop image, any number of copies of the software on computer devices within your internal corporate network to design, develop and test your programs that run on a Microsoft Windows operating system. Each copy must be complete, including all copyright and trademark notices. You must require end users to agree to the terms that protect the software as much as these License terms.

b. Included Microsoft Programs. The software contains other Microsoft programs. These license terms apply to your use of those programs.

#### 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

i. Right to Use and Distribute. The code and text files listed below are "Distributable Code."

- REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files, plus any files listed on the REDIST list located at <<http://go.microsoft.com/fwlink/?LinkID=185268&clcid=0x409>>.
- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
- Sample Code for Microsoft Bing Maps AJAX Control. The software contains sample code that makes use of the Bing Maps AJAX Control. Your use and access of the Bing Maps AJAX Control is subject to the "Microsoft Bing Maps Platform API's Terms of Use" which is located at: <<http://go.microsoft.com/fwlink/?LinkID=185267&clcid=0x409>>.
- Microsoft Merge Modules. You may copy and distribute the unmodified output of Microsoft Merge Modules.
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

#### ii. Distribution Requirements. For any Distributable Code you distribute, you must

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your application;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs;
- for Distributable Code from the Windows Media Services SDK portions of the software, include in your program's Help-About box (or in another obvious place if there is no box) the following copyright notice: "Portions utilize Microsoft Windows Media Technologies. Copyright (c) 2006 Microsoft Corporation. All Rights Reserved"; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

#### iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code to run on a platform other than the Windows platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An

Excluded License is one that requires, as a condition of use, modification or distribution, that

- the code be disclosed or distributed in source code form; or
- others have the right to modify it.

b. Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

3. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time. You may not use this service in any way that could harm it or impair anyone else's use of it. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.
4. **Scope of License.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see [www.microsoft.com/licensing/userights](http://www.microsoft.com/licensing/userights) <<http://www.microsoft.com/licensing/userights>>. You may not
  - work around any technical limitations in the software;
  - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  - publish the software for others to copy;
  - rent, lease or lend the software; or
  - use the software for commercial software hosting services.
5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
6. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
7. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, and this agreement, directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
8. **Export Restrictions.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting) <<http://www.microsoft.com/exporting>>.
9. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
10. **Entire Agreement.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
11. **Applicable Law.**
  - a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
  - b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.
12. **Legal Effect.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
13. **Disclaimer of Warranty.** The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
14. **Limitation on and Exclusion of Remedies and Damages.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to
  - anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
  - claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

**Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.**

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

**EXONÉRATION DE GARANTIE.** Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

**LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES.** Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de

bénéfices.

Cette limitation concerne :

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

### **Copyrights:**

*Copyright (C) 1995-2000 Microsoft Corporation. All rights reserved*

## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Microsoft OPC Category Helper – 1997

*Please find the license conditions and copyright notices applicable for Microsoft OPC Category Helper – 1997*

### **License conditions:**

See MICROSOFT LIMITED PUBLIC LICENSE

At bottom for Sample code terms of Use

From MSDN Terms of Use:

#### ACCEPTANCE OF TERMS OF USE

Microsoft provides you with access to a variety of resources on this web site, including documents, photographs, videos, and other graphical, textual or audio-visual content ("Content"), software and computer code, including developer tools and sample code ("Software"), and communication forums and other services ("Services"). The Content, Software, Services and all other aspects of this web site are subject to these Terms of Use. Microsoft reserves the right to update these Terms of Use at any time without notice to you. The applicable and most current version of the Terms of Use can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our web pages.

By accessing or using this web site in any way, you agree to and are bound by the terms of this Terms of Use. If you do not agree to all of the terms and conditions contained in the Terms of Use, do not access or use this web site.

#### PRIVACY AND PROTECTION OF PERSONAL INFORMATION

See the [Privacy Statement](#) for disclosures relating to the collection and use of your information.

#### APPLICATION PROGRAMMING INTERFACES

Microsoft publishes information on a number of application programming interfaces ("APIs") on this web site. Microsoft will not assert any of its patent rights on account of your products calling these APIs in order to receive services from the Microsoft product that exposes the APIs.

#### SOFTWARE

All Software that is made available to download from the web site is the copyrighted work of Microsoft or its suppliers. Your use of Software is governed by the terms of the license agreement, if any, that accompanies or is included with the Software.

If this web site provides any Software (such as javascript) to your computer's browser and does not include a license agreement, then Microsoft grants you the right to use that Software solely to interact through your browser with this web site.

If any Software contains a copyright notice or similar indication of ownership that indicates it is owned by someone other than Microsoft, and it includes its own license agreement, then that Software is licensed to you by that other party and not Microsoft, and Microsoft grants you no intellectual property rights (express or implied) with respect to that Software.

If Microsoft makes any Software marked as "sample" or "example" available on this web site without a license agreement, then it is licensed to you under the terms of the [Microsoft Limited Public License](#).

If Microsoft makes any other Software available on this web site without a license agreement, you may use it solely to design, develop and test your programs to run on Microsoft products and services.

#### CONTENT

All Content is the copyrighted work of Microsoft or its suppliers. Use of the Content is governed by the terms of the license agreement, if any, that accompanies or is included with the Content.

If any Content is made available to you on this web site without a license agreement, then you may make a reasonable number of copies of the Content for your internal use in designing, developing, and testing your software, products and services. You must preserve the

below copyright notice in all copies of the Content and ensure that both the copyright notice and this permission notice appear in those copies.

Accredited educational institutions, such as K-12 schools, universities, private or public colleges, and state community colleges, may download and reproduce Content for distribution in the classroom for educational purposes. Publication or distribution outside the classroom requires express written permission.

Except as provided above in this section, no portion of the web site may be copied, imitated, published, transmitted, broadcast or distributed, in whole or in part.

#### CONTENT ACCESSIBLE ONLY TO INVITED PARTICIPANTS

Certain portions of this web site are accessible only to users who are invited to participate, for example as part of a program for using pre-release Software and providing feedback to Microsoft. All information available in those portions of this web site or concerning Content or Software available in those portions of this web site are confidential information of Microsoft. For a period of five years from the time you accessed this confidential information, you may not disclose this confidential information to any third party. This restriction will not apply to any information that is or becomes publicly available without a breach of this restriction, was lawfully known to the receiver of the information without an obligation to keep it confidential, is received from another source who can disclose it lawfully and without an obligation to keep it confidential, or is independently developed. You may disclose this confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, you must seek the highest level of protection available and, when possible, give Microsoft enough prior notice to provide a reasonable chance to seek a protective order.

#### NOTICES REGARDING SOFTWARE, CONTENT, APIS, SERVICES AND INFORMATION AVAILABLE ON THIS WEB SITE

THE SOFTWARE, CONTENT, APIS AND SERVICES, AND INFORMATION AVAILABLE FROM THIS WEB SITE OR THE SERVICES, ARE WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF A SEPARATE AGREEMENT THAT COVERS THE APPLICABLE SOFTWARE, CONTENT, APIS, SERVICES AND INFORMATION. EXCEPT AS WARRANTED IN THAT SEPARATE AGREEMENT (IF ANY), MICROSOFT CORPORATION AND ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, CONTENT, APIS, SERVICES AND INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, CONTENT, APIS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES OR THIS WEB SITE.

Microsoft may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter in the Content, Software or Services. Except as expressly provided in any written license agreement from Microsoft, the furnishing of Content, Software or Services does not give you any license to these patents, trademarks, copyrights, or other intellectual property.

#### RESERVATION OF RIGHTS

Microsoft reserves all rights not expressly granted under these terms of use, and no other rights are granted under these terms of use by implication or estoppel or otherwise.

#### MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Microsoft immediately of any unauthorized use of your account or any other breach of security. Microsoft will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Microsoft or another party due to someone else using your account or password. You may not use anyone else's account without the permission of the account holder.

#### PROHIBITED USE OF SERVICES

For any communities on this web site, you must follow the Microsoft Communities [Rules of Conduct](#).

As a condition of your use of Services, you will not use them for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Microsoft server, or the network(s) connected to any Microsoft server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Microsoft server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

The Services may contain e-mail services, bulletin board services, chat areas, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others ("Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual

property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Microsoft has no obligation to monitor the Communication Services. However, Microsoft reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion.

Microsoft reserves the right at all times to disclose any information as Microsoft deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Microsoft's sole discretion.

Always use caution when giving out any personally identifiable information about yourself or your children and business sensitive information in any Communication Services. Microsoft does not control or endorse the content, messages or information found in any Communication Services, and Microsoft specifically disclaims any liability with regard to the Communication Services. Managers and hosts are not authorized Microsoft spokespersons, and their views do not necessarily reflect those of Microsoft.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction or dissemination. You are responsible for adhering to such limitations if you download the materials.

#### SUBMISSIONS PROVIDED TO THIS WEB SITE

Microsoft does not claim ownership of code, content, comments, feedback, suggestions, information or materials that you provide via this web site or any Services ("Submission"). However, by providing a Submission, you are irrevocably granting Microsoft and its affiliated companies the right to make, use, modify, distribute and otherwise commercialize the Submission in any way and for any purpose (including by granting the general public the right to use your Submissions in accordance with this web site's Terms of Use, which may change over time), and the right to publish your name, city of residence, and e-mail address in connection with your Submission. These rights are granted under all applicable intellectual property rights you own or control.

No compensation will be paid with respect to the use of your Submissions. Microsoft is under no obligation to post or use any Submission, and Microsoft may remove any Submission at any time.

By providing a Submission you warrant that you own or otherwise control all of the rights to your Submission and that your Submission is not subject to any rights of a third party (including any personality or publicity rights of any person).

#### TERMINATION

Microsoft reserves the right to terminate your access to any or all of the Services at any time, without notice, for any reason whatsoever.

#### NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE.

See [Notice and Procedure for Making Claims of Copyright Infringement](#).

#### LINKS TO THIRD PARTY SITES

SOME LINKS ON THIS SITE WILL LET YOU LEAVE THE MICROSOFT WEB SITE. MICROSOFT IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY MICROSOFT OF THE SITE.

YOU ACKNOWLEDGE AND AGREE THAT: (i) MICROSOFT DOES NOT CONTROL, REVIEW, REVISE, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS, PROJECTS OR SERVICES OFFERED BY THIRD PARTIES, INCLUDING THIRD-PARTY VENDORS AND THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES; (ii) MICROSOFT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES; (iii) ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK; AND (iv) MICROSOFT SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES.

#### COPYRIGHT NOTICE

© 2010 Microsoft Corporation. All rights reserved.

#### MICROSOFT LIMITED PUBLIC LICENSE

This license governs use of code marked as “sample” or “example” available on this web site without a license agreement, as provided under the section above titled “NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEB SITE.” If you use such code (the “software”), you accept this license. If you do not accept the license, do not use the software.

##### 1. Definitions

The terms “reproduce,” “reproduction,” “derivative works,” and “distribution” have the same meaning here as under U.S. copyright law.

A “contribution” is the original software, or any additions or changes to the software.

A “contributor” is any person that distributes its contribution under this license.

“Licensed patents” are a contributor’s patent claims that read directly on its contribution.

##### 2. Grant of Rights

(A) Copyright Grant - Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant - Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

##### 3. Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors’ name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed “as-is.” You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(F) Platform Limitation - The licenses granted in sections 2(A) and 2(B) extend only to the software or derivative works that you create that run on a Microsoft Windows operating system product.

#### **Copyrights:**

©1997-2013 Microsoft

#### LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Naughter Software EnumSerialPorts – 1.01

*Please find the license conditions and copyright notices applicable for Naughter Software EnumSerialPorts – 1.01*

#### **License conditions:**

- *You are allowed to include the source code in any product (commercial, shareware, freeware or otherwise) when your product is released in binary form.*
- *You are allowed to modify the source code in any way you want except you cannot modify the copyright details at the top of each module.*
- *If you want to distribute source code with your application, then you are only allowed to distribute versions released by the author. This is to maintain a single distribution point for the source code.*

#### **Copyrights:**

*Copyright (c) 1998 - 1999 by PJ Naughter. All rights reserved.*

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation AE Redistributables – 1.00**

Please find the license conditions and copyright notices applicable for OPC Foundation AE Redistributables – 1.00

**License conditions:**

END USER LICENSE AGREEMENT

OPC MATERIALS

IMPORTANT NOTICE --- READ CAREFULLY

THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, AS AN ACTIVE MEMBER OF THE OPC FOUNDATION (THE "LICENSEE" OR "YOU"), AND OPC FOUNDATION ("OPC FOUNDATION" OR "WE"). OPC FOUNDATION HAS ESTABLISHED A SET OF SPECIFICATIONS INTENDED TO FOSTER GREATER INTEROPERABILITY BETWEEN AUTOMATION/CONTROL APPLICATIONS, FIELD SYSTEMS/DEVICES, AND BUSINESS/ OFFICE APPLICATIONS IN THE PROCESS CONTROL INDUSTRY. THE OPC FOUNDATION'S SPECIFICATIONS DEFINE STANDARD INTERFACES, OBJECTS, METHODS, AND PROPERTIES FOR SERVERS OF REAL-TIME INFORMATION LIKE DISTRIBUTED PROCESS SYSTEMS, PROGRAMMABLE LOGIC CONTROLLERS, SMART FIELD DEVICES AND ANALYZERS. OPC FOUNDATION DISTRIBUTES SPECIFICATIONS, PROTOTYPE SOFTWARE EXAMPLES, BINARIES, DOCUMENTATION FILES, SOFTWARE, SOFTWARE CODE SAMPLES, SOFTWARE TOOLS, LIBRARIES, UTILITIES, PRINTED MATERIALS, DOCUMENTATION, SPECIFICATIONS, STANDARDS AND/OR RELATED DOCUMENTATION (COLLECTIVELY, THE "OPC MATERIALS") TO ITS MEMBERS IN ORDER TO FACILITATE THE DEVELOPMENT OF OPC COMPLIANT APPLICATIONS.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE OPC MATERIALS. ALL USE OF THE OPC MATERIALS PROVIDED BY OPC FOUNDATION AND/OR BY ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF ARE, AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY DOWNLOADING OR USING THE OPC MATERIALS OR ANY REVISIONS, CORRECTIONS, MODIFICATIONS, ENHANCEMENTS, BUG FIXES, UPDATES, UPGRADES, ANY OTHER RELEASE THERETO, AND/OR ANY PART THEREOF, CLICKING ON THE 'ACCEPT' BUTTON, OR OTHERWISE USING THE OPC MATERIALS, YOU ARE ACCEPTING THE AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL FORM THE ENTIRE AGREEMENT BETWEEN THE LICENSEE AND OPC FOUNDATION RELATING TO THE DOWNLOAD AND USE OF THE OPC MATERIALS, AND SHALL SUPERSEDE ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING BETWEEN LICENSEE AND OPC FOUNDATION AND/OR BETWEEN LICENSEE AND ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF.

BY ACCEPTING THIS AGREEMENT, LICENSEE REAFFIRMS ITS ACCEPTANCE OF THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY. IN THE EVENT OF A CONFLICT BETWEEN THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY, THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL CONTROL.

AS PART OF THIS LICENSE AGREEMENT, YOU MUST REGISTER WITH OPC FOUNDATION AND PROVIDE YOUR COMPANY NAME, PRIMARY CONTACT NAME, ADDRESS OF PRINCIPAL OFFICE, E-MAIL ADDRESS AND TELEPHONE NUMBER. ALL OPC MATERIALS, UNLESS EXPLICITLY DESIGNATED OTHERWISE, ARE ONLY AVAILABLE TO CURRENTLY REGISTERED MEMBERS OF THE OPC FOUNDATION (AN "ACTIVE MEMBER"). IF YOU ARE NOT AN EMPLOYEE OR AGENT OF AN ACTIVE MEMBER, THEN YOU ARE PROHIBITED FROM USING THE OPC MATERIALS AND ALL COPIES (IN ALL FORMATS) OF SUCH MATERIALS IN YOUR POSSESSION MUST EITHER BE DESTROYED OR RETURNED TO THE OPC FOUNDATION.

IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT CLICK ON THE ACCEPT BUTTON AND/OR DO NOT DOWNLOAD AND/OR INSTALL AND/OR PRINT AND/OR USE THE OPC MATERIALS, AND IMMEDIATELY DESTROY OR RETURN ALL COPIES (IN ALL FORMATS) OF THE OPC MATERIALS IN YOUR POSSESSION TO THE OPC FOUNDATION.

Licensee may print and keep a copy of this Agreement.

If You comply with these license terms, You have the rights and obligation set forth below:

1. LICENSE GRANT:

- a) Subject to the terms and conditions of this Agreement, the OPC Foundation hereby grants to Licensee, and Licensee accepts, a non-exclusive, royalty-free, limited license to use, copy, display and distribute (as set forth herein) the OPC Materials in order to make, use, sell or otherwise distribute any products and/or product literature that are compliant with the standards included in the OPC Materials. Licensee may not distribute OPC Materials outside of the Active Member organization to which You belong unless the OPC Foundation has explicitly designated the relevant OPC Material for public use.
- b) All copies of the OPC Materials made and/or distributed by Licensee must include all copyright and other proprietary rights notices included on or in the copy of such materials provided to Licensee by the OPC Foundation. In other words, Licensee may not remove any copyright or other proprietary rights notices included on or in the OPC Materials.
- c) The following additional restrictions apply to all OPC Materials that are software source code, libraries or executables:
  - i) Licensee must acknowledge the use of the OPC Materials and provide a link to the OPC Foundation home page [www.opcfoundation.org](http://www.opcfoundation.org) from the About box of the Licensee's or Active Member's application(s).
  - ii) Licensee may include the source code, modified source code, built binaries or modified built binaries within Licensee's own applications for either personal or commercial use; provided, however, that the source code, modified source code, built binaries or modified built binaries cannot be sold as is, either individually or together. In other words, while Licensee may use OPC Foundation's software to enhance Licensee's applications and to ensure compliance with the various OPC specifications, Licensee is prohibited from gaining commercially from the OPC software itself as a stand-alone module or platform.

2. PROPRIETARY RIGHTS; NON-DISCLOSURE.

a) The OPC Materials are not for sale and shall remain the sole property of OPC Foundation and its licensors. All intellectual property rights (including, without limitation, copyrights, patents, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Software are and shall be owned or controlled solely by OPC Foundation and its licensors. The OPC Materials are owned only by OPC Foundation or its licensors and are protected by United States copyright, patent, trade secret and other laws and international treaty provisions. This Agreement does not convey to You an interest in or to the OPC Materials, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of OPC Foundation's intellectual property rights under any law. Licensee understands and acknowledges that the OPC Materials may contain or include proprietary confidential information and trade secrets of OPC Foundation and its licensors. Unless the OPC Foundation has explicitly designated the OPC Material for public use, Licensee shall take all reasonable steps to safeguard all confidential information and trade secrets with the same degree of care used to safeguard Your or Your company's own trade secrets and confidential information, but no less than a reasonable degree of care.

b) Licensee acknowledges and agrees that any breach of these terms and conditions will cause irreparable harm and injury to OPC Foundation for which monetary damages may not be adequate remedies. Therefore, Licensee agrees that OPC Foundation shall be entitled to injunctive and/or other equitable relief without the requirement to post a bond or prove monetary damages, in addition to all other remedies provided under this Agreement or available at law or equity.

c) Licensee acknowledges and agrees that the OPC Materials are provided with restricted rights. Use, duplication or disclosure by the U.S. government is subject to restrictions as set forth in (i) this Agreement pursuant to DFARs 227.7202-3(a); (ii) subparagraph (c)(1)(i) of the Rights in Technical Data and Computer Software clause at DFARs 252.227-7013; or (iii) the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 subdivision (c)(1) and (2), as applicable. Contractor/ manufacturer is the OPC Foundation, 16101 N. 82nd Street, Suite 3B, Scottsdale, AZ 85260-1830, USA.

3. WARRANTIES:

a) Licensee Warranty. Licensee represents and warrants that: (a) it is a current and Active Member of the OPC Foundation and it has the right and authority to enter into this Agreement; (b) all information supplied by Licensee during the registration process is true, accurate, current and complete; and (c) Licensee will comply with the terms and conditions of this License Agreement.

b) Disclaimer of OPC Foundation Warranty. Licensee acknowledges that the OPC Foundation has provided the OPC Materials for informational purposes only in order to help You understand the relevant OPC specifications. THE OPC MATERIALS ARE LICENSED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. OPC FOUNDATION AND ITS LICENSORS HEREBY DISCLAIM ANY DUTY OR COMMITMENT TO PROVIDE ANY FIX OR CORRECTION TO ANY PROBLEM, BUG, DEFECT OR DEFICIENCY IN THE OPC MATERIALS. LICENSEE BEARS ALL RISK RELATING TO QUALITY, DESIGN, USE AND PERFORMANCE OF THE OPC MATERIALS. OPC FOUNDATION AND ITS LICENSORS DO NOT WARRANT THAT THE OPC MATERIALS WILL BE ERROR FREE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO TO THE EXTENT THAT THEY ARE EXCLUSIONS OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

4. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. NEITHER OPC FOUNDATION NOR ITS LICENSORS SHALL BE LIABLE TO LICENSEE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE AND SIMILAR DAMAGES (WHETHER FOR LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, TERMINATION OF THIS AGREEMENT, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY PROVISION CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT, AND OPC FOUNDATION WOULD NOT LICENSE THE OPC MATERIALS TO YOU WITHOUT SUCH LIMITATION. IF ANY LIABILITY IS IMPOSED ON OPC FOUNDATION OR ITS LICENSORS, OPC FOUNDATION AND ITS LICENSORS' TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE MEMBERSHIP FEES PAID TO OPC FOUNDATION BY LICENSEE OVER THE 12 MONTHS PRECEDING ANY CLAIM. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OF THE EXCLUSIVE REMEDIES PROVIDED FOR IN THIS AGREEMENT.

This limitation applies to anything related to the OPC Materials, services, content (including software code) on third party Internet sites, or third party programs. The above limitation or exclusion may not apply to You because Your country may not allow the exclusion or limitation of incidental, consequential or other damages.

5. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be settled as follows: Both parties shall for not more than 30 days first attempt in good faith to promptly resolve the dispute by negotiations between their respective authorized representatives. If such dispute cannot be so resolved, either party may seek final and binding arbitration ("Arbitration") by a single arbitrator administered by the American Arbitration Association in accordance with its International Arbitration Rules (the "Rules") in force when the notice of Arbitration is submitted in accordance with the Rules. Any Arbitration hearing shall be held in Cleveland, Ohio, United States of America in the English language. Judgment on any such Arbitration award may be entered in any court of competent jurisdiction. The prevailing party in any such Arbitration or related legal proceeding shall receive its reasonable attorneys' fees and legal costs thereby incurred in addition to any other relief that may be granted.

6. ASSIGNABILITY. This Agreement shall inure to the benefit of OPC Foundation, its successors and assigns, but will be personal to Licensee, and shall be assignable by Licensee only with the prior written consent of OPC Foundation. Licensee shall not mortgage, assign, sub-license, or otherwise encumber this Agreement without the prior written consent of OPC Foundation. OPC Foundation shall be entitled to assign this Agreement to any third party with notice to Licensee.

7. TERM/TERMINATION

a) This Agreement and the license granted may be terminated, in whole or in part, by OPC Foundation upon the happening of one or more of the following events: (i) if Licensee or Licensee's company fails to maintain its Active Member status with OPC Foundation;



(ii) if Licensee materially breaches the terms of this Agreement; (iii) if Licensee's company is adjudicated bankrupt and a receiver or trustee is appointed for Licensee's company or if an assignment is made for the benefit of creditors; or (iv) if Licensee fails to notify OPC Foundation of any sale or transfer of ownership of, or any change in the legal status of Licensee's company that would in any way affect this license or OPC Foundation's rights in the OPC Materials.

b) This Agreement shall automatically terminate upon the happening or one or more of the following events: (i) by Licensee's ceasing all use of the OPC Materials or (ii) by Licensee's obtaining a superseding version of the OPC Materials and accepting a superseding License Agreement thereto.

c) Upon the expiration or termination of this Agreement: (i) the license granted to Licensee in this Agreement shall expire and Licensee, upon termination, shall discontinue all further use of the Software; (ii) Licensee shall immediately cease all use of the OPC Materials; (iii) Licensee shall erase/delete any of the foregoing held by Licensee in electronic form; and (iv) Licensee shall take such other actions as the OPC Foundation may reasonably request to ensure that no copies of the OPC Materials licensed under this Agreement remain in its possession. Licensee shall certify to OPC Foundation in writing that Licensee has complied with the requirements of this Section.

d) Sections 2, 3, 4, 5, 7 (c) and (d), 8 and 9 shall survive any termination of this Agreement.

8. EXPORT RESTRICTIONS. The Software should not be transferred or exported into any country or used in any manner prohibited by applicable law. It is stipulated that the Software is subject to certain export control laws, rules, and/or regulations, including without limitation, those of the United States. Licensee agrees to fully comply with all such export/import laws as are set forth herein and any update made thereto from time to time. Licensee agrees to indemnify, defend, and hold OPC Foundation, its officers, directors and employees harmless from and against any claims, liabilities, demands, penalties, fines and costs resulting from Licensee's failure to comply with these requirements.

9. GENERAL. Neither party is deemed an agent of the other. Notices must be in writing, given by mail or by facsimile followed by mail, signed by an officer of the party giving same, and will be deemed given seven days after deposit in the mail or on the date of facsimile transmission. No delay or failure to enforce any rights under this Agreement will be deemed a continuing waiver of such rights. The provisions of this Agreement are severable and if any part of this Agreement is rendered invalid or unenforceable, the remaining parts shall continue and be valid and enforceable. Neither party shall be responsible or liable for failure to fulfill its obligations under this Agreement due to causes beyond its control, including without limitation, delays in delivery of the Software.

I HAVE READ AND UNDERSTOOD THIS LICENSE AGREEMENT AND AGREE TO BE BOUND BY ALL THE TERMS.

**Copyrights:**

©2013 OPC Foundation

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation AE SDK – 1.00**

*Please find the license conditions and copyright notices applicable for OPC Foundation AE SDK – 1.00*

**License conditions:**

END USER LICENSE AGREEMENT  
 OPC MATERIALS  
 IMPORTANT NOTICE --- READ CAREFULLY

THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, AS AN ACTIVE MEMBER OF THE OPC FOUNDATION (THE "LICENSEE" OR "YOU"), AND OPC FOUNDATION ("OPC FOUNDATION" OR "WE"). OPC FOUNDATION HAS ESTABLISHED A SET OF SPECIFICATIONS INTENDED TO FOSTER GREATER INTEROPERABILITY BETWEEN AUTOMATION/CONTROL APPLICATIONS, FIELD SYSTEMS/DEVICES, AND BUSINESS/ OFFICE APPLICATIONS IN THE PROCESS CONTROL INDUSTRY. THE OPC FOUNDATION'S SPECIFICATIONS DEFINE STANDARD INTERFACES, OBJECTS, METHODS, AND PROPERTIES FOR SERVERS OF REAL-TIME INFORMATION LIKE DISTRIBUTED PROCESS SYSTEMS, PROGRAMMABLE LOGIC CONTROLLERS, SMART FIELD DEVICES AND ANALYZERS. OPC FOUNDATION DISTRIBUTES SPECIFICATIONS, PROTOTYPE SOFTWARE EXAMPLES, BINARIES, DOCUMENTATION FILES, SOFTWARE, SOFTWARE CODE SAMPLES, SOFTWARE TOOLS, LIBRARIES, UTILITIES, PRINTED MATERIALS, DOCUMENTATION, SPECIFICATIONS, STANDARDS AND/OR RELATED DOCUMENTATION (COLLECTIVELY, THE "OPC MATERIALS") TO ITS MEMBERS IN ORDER TO FACILITATE THE DEVELOPMENT OF OPC COMPLIANT APPLICATIONS.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE OPC MATERIALS. ALL USE OF THE OPC MATERIALS PROVIDED BY OPC FOUNDATION AND/OR BY ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF ARE, AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY DOWNLOADING OR USING THE OPC MATERIALS OR ANY REVISIONS, CORRECTIONS, MODIFICATIONS, ENHANCEMENTS, BUG FIXES, UPDATES, UPGRADES, ANY OTHER RELEASE THERETO, AND/OR ANY PART THEREOF, CLICKING ON THE 'ACCEPT' BUTTON, OR OTHERWISE USING THE OPC MATERIALS, YOU ARE ACCEPTING THE AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL FORM THE ENTIRE AGREEMENT BETWEEN THE LICENSEE AND OPC FOUNDATION RELATING TO THE DOWNLOAD AND USE OF THE OPC

MATERIALS, AND SHALL SUPERSEDE ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING BETWEEN LICENSEE AND OPC FOUNDATION AND/OR BETWEEN LICENSEE AND ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF.

BY ACCEPTING THIS AGREEMENT, LICENSEE REAFFIRMS ITS ACCEPTANCE OF THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY. IN THE EVENT OF A CONFLICT BETWEEN THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY, THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL CONTROL.

AS PART OF THIS LICENSE AGREEMENT, YOU MUST REGISTER WITH OPC FOUNDATION AND PROVIDE YOUR COMPANY NAME, PRIMARY CONTACT NAME, ADDRESS OF PRINCIPAL OFFICE, E-MAIL ADDRESS AND TELEPHONE NUMBER. ALL OPC MATERIALS, UNLESS EXPLICITLY DESIGNATED OTHERWISE, ARE ONLY AVAILABLE TO CURRENTLY REGISTERED MEMBERS OF THE OPC FOUNDATION (AN "ACTIVE MEMBER"). IF YOU ARE NOT AN EMPLOYEE OR AGENT OF AN ACTIVE MEMBER, THEN YOU ARE PROHIBITED FROM USING THE OPC MATERIALS AND ALL COPIES (IN ALL FORMATS) OF SUCH MATERIALS IN YOUR POSSESSION MUST EITHER BE DESTROYED OR RETURNED TO THE OPC FOUNDATION.

IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT CLICK ON THE ACCEPT BUTTON AND/OR DO NOT DOWNLOAD AND/OR INSTALL AND/OR PRINT AND/OR USE THE OPC MATERIALS, AND IMMEDIATELY DESTROY OR RETURN ALL COPIES (IN ALL FORMATS) OF THE OPC MATERIALS IN YOUR POSSESSION TO THE OPC FOUNDATION.

Licensee may print and keep a copy of this Agreement.

If You comply with these license terms, You have the rights and obligation set forth below:

#### 1. LICENSE GRANT:

a) Subject to the terms and conditions of this Agreement, the OPC Foundation hereby grants to Licensee, and Licensee accepts, a non-exclusive, royalty-free, limited license to use, copy, display and distribute (as set forth herein) the OPC Materials in order to make, use, sell or otherwise distribute any products and/or product literature that are compliant with the standards included in the OPC Materials. Licensee may not distribute OPC Materials outside of the Active Member organization to which You belong unless the OPC Foundation has explicitly designated the relevant OPC Material for public use.

b) All copies of the OPC Materials made and/or distributed by Licensee must include all copyright and other proprietary rights notices included on or in the copy of such materials provided to Licensee by the OPC Foundation. In other words, Licensee may not remove any copyright or other proprietary rights notices included on or in the OPC Materials.

c) The following additional restrictions apply to all OPC Materials that are software source code, libraries or executables:

i) Licensee must acknowledge the use of the OPC Materials and provide a link to the OPC Foundation home page

[www.opcfoundation.org](http://www.opcfoundation.org) from the About box of the Licensee's or Active Member's application(s).

ii) Licensee may include the source code, modified source code, built binaries or modified built binaries within Licensee's own applications for either personal or commercial use; provided, however, that the source code, modified source code, built binaries or modified built binaries cannot be sold as is, either individually or together. In other words, while Licensee may use OPC Foundation's software to enhance Licensee's applications and to ensure compliance with the various OPC specifications, Licensee is prohibited from gaining commercially from the OPC software itself as a stand-alone module or platform.

#### 2. PROPRIETARY RIGHTS; NON-DISCLOSURE.

a) The OPC Materials are not for sale and shall remain the sole property of OPC Foundation and its licensors. All intellectual property rights (including, without limitation, copyrights, patents, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Software are and shall be owned or controlled solely by OPC Foundation and its licensors. The OPC Materials are owned only by OPC Foundation or its licensors and are protected by United States copyright, patent, trade secret and other laws and international treaty provisions. This Agreement does not convey to You an interest in or to the OPC Materials, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of OPC Foundation's intellectual property rights under any law. Licensee understands and acknowledges that the OPC Materials may contain or include proprietary confidential information and trade secrets of OPC Foundation and its licensors. Unless the OPC Foundation has explicitly designated the OPC Material for public use, Licensee shall take all reasonable steps to safeguard all confidential information and trade secrets with the same degree of care used to safeguard Your or Your company's own trade secrets and confidential information, but no less than a reasonable degree of care.

b) Licensee acknowledges and agree that any breach of these terms and conditions will cause irreparable harm and injury to OPC Foundation for which monetary damages may not be adequate remedies. Therefore, Licensee agrees that OPC Foundation shall be entitled to injunctive and/or other equitable relief without the requirement to post a bond or prove monetary damages, in addition to all other remedies provided under this Agreement or available at law or equity.

c) Licensee acknowledges and agrees that the OPC Materials are provided with restricted rights. Use, duplication or disclosure by the U.S. government is subject to restrictions as set forth in (i) this Agreement pursuant to DFARs 227.7202-3(a); (ii) subparagraph (c)(1)(i) of the Rights in Technical Data and Computer Software clause at DFARs 252.227-7013; or (iii) the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 subdivision (c)(1) and (2), as applicable. Contractor/ manufacturer is the OPC Foundation, 16101 N. 82nd Street, Suite 3B, Scottsdale, AZ 85260-1830, USA.

#### 3. WARRANTIES:

a) Licensee Warranty. Licensee represents and warrants that: (a) it is a current and Active Member of the OPC Foundation and it has the right and authority to enter into this Agreement; (b) all information supplied by Licensee during the registration process is true, accurate, current and complete; and (c) Licensee will comply with the terms and conditions of this License Agreement.

b) Disclaimer of OPC Foundation Warranty. Licensee acknowledges that the OPC Foundation has provided the OPC Materials for informational purposes only in order to help You understand the relevant OPC specifications. THE OPC MATERIALS ARE LICENSED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. OPC FOUNDATION AND

ITS LICENSORS HEREBY DISCLAIM ANY DUTY OR COMMITMENT TO PROVIDE ANY FIX OR CORRECTION TO ANY PROBLEM, BUG, DEFECT OR DEFICIENCY IN THE OPC MATERIALS. LICENSEE BEARS ALL RISK RELATING TO QUALITY, DESIGN, USE AND PERFORMANCE OF THE OPC MATERIALS. OPC FOUNDATION AND ITS LICENSORS DO NOT WARRANT THAT THE OPC MATERIALS WILL BE ERROR FREE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO TO THE EXTENT THAT THEY ARE EXCLUSIONS OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

4. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. NEITHER OPC FOUNDATION NOR ITS LICENSORS SHALL BE LIABLE TO LICENSEE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE AND SIMILAR DAMAGES (WHETHER FOR LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, TERMINATION OF THIS AGREEMENT, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY PROVISION CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT, AND OPC FOUNDATION WOULD NOT LICENSE THE OPC MATERIALS TO YOU WITHOUT SUCH LIMITATION. IF ANY LIABILITY IS IMPOSED ON OPC FOUNDATION OR ITS LICENSORS, OPC FOUNDATION AND ITS LICENSORS' TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE MEMBERSHIP FEES PAID TO OPC FOUNDATION BY LICENSEE OVER THE 12 MONTHS PRECEDING ANY CLAIM. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OF THE EXCLUSIVE REMEDIES PROVIDED FOR IN THIS AGREEMENT.

This limitation applies to anything related to the OPC Materials, services, content (including software code) on third party Internet sites, or third party programs. The above limitation or exclusion may not apply to You because Your country may not allow the exclusion or limitation of incidental, consequential or other damages.

5. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be settled as follows: Both parties shall for not more than 30 days first attempt in good faith to promptly resolve the dispute by negotiations between their respective authorized representatives. If such dispute cannot be so resolved, either party may seek final and binding arbitration ("Arbitration") by a single arbitrator administered by the American Arbitration Association in accordance with its International Arbitration Rules (the "Rules") in force when the notice of Arbitration is submitted in accordance with the Rules. Any Arbitration hearing shall be held in Cleveland, Ohio, United States of America in the English language. Judgment on any such Arbitration award may be entered in any court of competent jurisdiction. The prevailing party in any such Arbitration or related legal proceeding shall receive its reasonable attorneys' fees and legal costs thereby incurred in addition to any other relief that may be granted.
6. ASSIGNABILITY. This Agreement shall inure to the benefit of OPC Foundation, its successors and assigns, but will be personal to Licensee, and shall be assignable by Licensee only with the prior written consent of OPC Foundation. Licensee shall not mortgage, assign, sub-license, or otherwise encumber this Agreement without the prior written consent of OPC Foundation. OPC Foundation shall be entitled to assign this Agreement to any third party with notice to Licensee.

7. TERM/TERMINATION

a) This Agreement and the license granted may be terminated, in whole or in part, by OPC Foundation upon the happening of one or more of the following events: (i) if Licensee or Licensee's company fails to maintain its Active Member status with OPC Foundation; (ii) if Licensee materially breaches the terms of this Agreement; (iii) if Licensee's company is adjudicated bankrupt and a receiver or trustee is appointed for Licensee's company or if an assignment is made for the benefit of creditors; or (iv) if Licensee fails to notify OPC Foundation of any sale or transfer of ownership of, or any change in the legal status of Licensee's company that would in any way affect this license or OPC Foundation's rights in the OPC Materials.

b) This Agreement shall automatically terminate upon the happening of one or more of the following events: (i) by Licensee's ceasing all use of the OPC Materials or (ii) by Licensee's obtaining a superseding version of the OPC Materials and accepting a superseding License Agreement thereto.

c) Upon the expiration or termination of this Agreement: (i) the license granted to Licensee in this Agreement shall expire and Licensee, upon termination, shall discontinue all further use of the Software; (ii) Licensee shall immediately cease all use of the OPC Materials; (iii) Licensee shall erase/delete any of the foregoing held by Licensee in electronic form; and (iv) Licensee shall take such other actions as the OPC Foundation may reasonably request to ensure that no copies of the OPC Materials licensed under this Agreement remain in its possession. Licensee shall certify to OPC Foundation in writing that Licensee has complied with the requirements of this Section.

d) Sections 2, 3, 4, 5, 7 (c) and (d), 8 and 9 shall survive any termination of this Agreement.

8. EXPORT RESTRICTIONS. The Software should not be transferred or exported into any country or used in any manner prohibited by applicable law. It is stipulated that the Software is subject to certain export control laws, rules, and/or regulations, including without limitation, those of the United States. Licensee agrees to fully comply with all such export/import laws as are set forth herein and any update made thereto from time to time. Licensee agrees to indemnify, defend, and hold OPC Foundation, its officers, directors and employees harmless from and against any claims, liabilities, demands, penalties, fines and costs resulting from Licensee's failure to comply with these requirements.
9. GENERAL. Neither party is deemed an agent of the other. Notices must be in writing, given by mail or by facsimile followed by mail, signed by an officer of the party giving same, and will be deemed given seven days after deposit in the mail or on the date of facsimile transmission. No delay or failure to enforce any rights under this Agreement will be deemed a continuing waiver of such rights. The provisions of this Agreement are severable and if any part of this Agreement is rendered invalid or unenforceable, the remaining parts shall continue and be valid and enforceable. Neither party shall be responsible or liable for failure to fulfill its obligations under this Agreement due to causes beyond its control, including without limitation, delays in delivery of the Software.

I HAVE READ AND UNDERSTOOD THIS LICENSE AGREEMENT AND AGREE TO BE BOUND BY ALL THE TERMS.

**Copyrights:**

©2013 OPC Foundation

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation Common Redistributable – 1.00**

Please find the license conditions and copyright notices applicable for OPC Foundation Common Redistributable – 1.00

**License conditions:**

END USER LICENSE AGREEMENT

OPC MATERIALS

IMPORTANT NOTICE --- READ CAREFULLY

THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, AS AN ACTIVE MEMBER OF THE OPC FOUNDATION (THE "LICENSEE" OR "YOU"), AND OPC FOUNDATION ("OPC FOUNDATION" OR "WE"). OPC FOUNDATION HAS ESTABLISHED A SET OF SPECIFICATIONS INTENDED TO FOSTER GREATER INTEROPERABILITY BETWEEN AUTOMATION/CONTROL APPLICATIONS, FIELD SYSTEMS/DEVICES, AND BUSINESS/ OFFICE APPLICATIONS IN THE PROCESS CONTROL INDUSTRY. THE OPC FOUNDATION'S SPECIFICATIONS DEFINE STANDARD INTERFACES, OBJECTS, METHODS, AND PROPERTIES FOR SERVERS OF REAL-TIME INFORMATION LIKE DISTRIBUTED PROCESS SYSTEMS, PROGRAMMABLE LOGIC CONTROLLERS, SMART FIELD DEVICES AND ANALYZERS. OPC FOUNDATION DISTRIBUTES SPECIFICATIONS, PROTOTYPE SOFTWARE EXAMPLES, BINARIES, DOCUMENTATION FILES, SOFTWARE, SOFTWARE CODE SAMPLES, SOFTWARE TOOLS, LIBRARIES, UTILITIES, PRINTED MATERIALS, DOCUMENTATION, SPECIFICATIONS, STANDARDS AND/OR RELATED DOCUMENTATION (COLLECTIVELY, THE "OPC MATERIALS") TO ITS MEMBERS IN ORDER TO FACILITATE THE DEVELOPMENT OF OPC COMPLIANT APPLICATIONS.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE OPC MATERIALS. ALL USE OF THE OPC MATERIALS PROVIDED BY OPC FOUNDATION AND/OR BY ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF ARE, AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY DOWNLOADING OR USING THE OPC MATERIALS OR ANY REVISIONS, CORRECTIONS, MODIFICATIONS, ENHANCEMENTS, BUG FIXES, UPDATES, UPGRADES, ANY OTHER RELEASE THERETO, AND/OR ANY PART THEREOF, CLICKING ON THE 'ACCEPT' BUTTON, OR OTHERWISE USING THE OPC MATERIALS, YOU ARE ACCEPTING THE AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL FORM THE ENTIRE AGREEMENT BETWEEN THE LICENSEE AND OPC FOUNDATION RELATING TO THE DOWNLOAD AND USE OF THE OPC MATERIALS, AND SHALL SUPERSEDE ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING BETWEEN LICENSEE AND OPC FOUNDATION AND/OR BETWEEN LICENSEE AND ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF.

BY ACCEPTING THIS AGREEMENT, LICENSEE REAFFIRMS ITS ACCEPTANCE OF THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY. IN THE EVENT OF A CONFLICT BETWEEN THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY, THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL CONTROL.

AS PART OF THIS LICENSE AGREEMENT, YOU MUST REGISTER WITH OPC FOUNDATION AND PROVIDE YOUR COMPANY NAME, PRIMARY CONTACT NAME, ADDRESS OF PRINCIPAL OFFICE, E-MAIL ADDRESS AND TELEPHONE NUMBER. ALL OPC MATERIALS, UNLESS EXPLICITLY DESIGNATED OTHERWISE, ARE ONLY AVAILABLE TO CURRENTLY REGISTERED MEMBERS OF THE OPC FOUNDATION (AN "ACTIVE MEMBER"). IF YOU ARE NOT AN EMPLOYEE OR AGENT OF AN ACTIVE MEMBER, THEN YOU ARE PROHIBITED FROM USING THE OPC MATERIALS AND ALL COPIES (IN ALL FORMATS) OF SUCH MATERIALS IN YOUR POSSESSION MUST EITHER BE DESTROYED OR RETURNED TO THE OPC FOUNDATION.

IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT CLICK ON THE ACCEPT BUTTON AND/OR DO NOT DOWNLOAD AND/OR INSTALL AND/OR PRINT AND/OR USE THE OPC MATERIALS, AND IMMEDIATELY DESTROY OR RETURN ALL COPIES (IN ALL FORMATS) OF THE OPC MATERIALS IN YOUR POSSESSION TO THE OPC FOUNDATION.

Licensee may print and keep a copy of this Agreement.

If You comply with these license terms, You have the rights and obligation set forth below:

1. LICENSE GRANT:

- a) Subject to the terms and conditions of this Agreement, the OPC Foundation hereby grants to Licensee, and Licensee accepts, a non-exclusive, royalty-free, limited license to use, copy, display and distribute (as set forth herein) the OPC Materials in order to make, use, sell or otherwise distribute any products and/or product literature that are compliant with the standards included in the OPC Materials. Licensee may not distribute OPC Materials outside of the Active Member organization to which You belong unless the OPC Foundation has explicitly designated the relevant OPC Material for public use.
- b) All copies of the OPC Materials made and/or distributed by Licensee must include all copyright and other proprietary rights notices included on or in the copy of such materials provided to Licensee by the OPC Foundation. In other words, Licensee may not remove any copyright or other proprietary rights notices included on or in the OPC Materials.
- c) The following additional restrictions apply to all OPC Materials that are software source code, libraries or executables:
  - i) Licensee must acknowledge the use of the OPC Materials and provide a link to the OPC Foundation home page

[www.opcfoundation.org](http://www.opcfoundation.org) from the About box of the Licensee's or Active Member's application(s).

ii) Licensee may include the source code, modified source code, built binaries or modified built binaries within Licensee's own applications for either personal or commercial use; provided, however, that the source code, modified source code, built binaries or modified built binaries cannot be sold as is, either individually or together. In other words, while Licensee may use OPC Foundation's software to enhance Licensee's applications and to ensure compliance with the various OPC specifications, Licensee is prohibited from gaining commercially from the OPC software itself as a stand-alone module or platform.

## 2. PROPRIETARY RIGHTS; NON-DISCLOSURE.

a) The OPC Materials are not for sale and shall remain the sole property of OPC Foundation and its licensors. All intellectual property rights (including, without limitation, copyrights, patents, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Software are and shall be owned or controlled solely by OPC Foundation and its licensors. The OPC Materials are owned only by OPC Foundation or its licensors and are protected by United States copyright, patent, trade secret and other laws and international treaty provisions. This Agreement does not convey to You an interest in or to the OPC Materials, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of OPC Foundation's intellectual property rights under any law. Licensee understands and acknowledges that the OPC Materials may contain or include proprietary confidential information and trade secrets of OPC Foundation and its licensors. Unless the OPC Foundation has explicitly designated the OPC Material for public use, Licensee shall take all reasonable steps to safeguard all confidential information and trade secrets with the same degree of care used to safeguard Your or Your company's own trade secrets and confidential information, but no less than a reasonable degree of care.

b) Licensee acknowledges and agree that any breach of these terms and conditions will cause irreparable harm and injury to OPC Foundation for which monetary damages may not be adequate remedies. Therefore, Licensee agrees that OPC Foundation shall be entitled to injunctive and/or other equitable relief without the requirement to post a bond or prove monetary damages, in addition to all other remedies provided under this Agreement or available at law or equity.

c) Licensee acknowledges and agrees that the OPC Materials are provided with restricted rights. Use, duplication or disclosure by the U.S. government is subject to restrictions as set forth in (i) this Agreement pursuant to DFARs 227.7202-3(a); (ii) subparagraph (c)(1)(i) of the Rights in Technical Data and Computer Software clause at DFARs 252.227-7013; or (iii) the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 subdivision (c)(1) and (2), as applicable. Contractor/ manufacturer is the OPC Foundation, 16101 N. 82nd Street, Suite 3B, Scottsdale, AZ 85260-1830, USA.

## 3. WARRANTIES:

a) Licensee Warranty. Licensee represents and warrants that: (a) it is a current and Active Member of the OPC Foundation and it has the right and authority to enter into this Agreement; (b) all information supplied by Licensee during the registration process is true, accurate, current and complete; and (c) Licensee will comply with the terms and conditions of this License Agreement.

b) Disclaimer of OPC Foundation Warranty. Licensee acknowledges that the OPC Foundation has provided the OPC Materials for informational purposes only in order to help You understand the relevant OPC specifications. THE OPC MATERIALS ARE LICENSED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. OPC FOUNDATION AND ITS LICENSORS HEREBY DISCLAIM ANY DUTY OR COMMITMENT TO PROVIDE ANY FIX OR CORRECTION TO ANY PROBLEM, BUG, DEFECT OR DEFICIENCY IN THE OPC MATERIALS. LICENSEE BEARS ALL RISK RELATING TO QUALITY, DESIGN, USE AND PERFORMANCE OF THE OPC MATERIALS. OPC FOUNDATION AND ITS LICENSORS DO NOT WARRANT THAT THE OPC MATERIALS WILL BE ERROR FREE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO TO THE EXTENT THAT THEY ARE EXCLUSIONS OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 4. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. NEITHER OPC FOUNDATION NOR ITS LICENSORS SHALL BE LIABLE TO LICENSEE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE AND SIMILAR DAMAGES (WHETHER FOR LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, TERMINATION OF THIS AGREEMENT, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY PROVISION CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT, AND OPC FOUNDATION WOULD NOT LICENSE THE OPC MATERIALS TO YOU WITHOUT SUCH LIMITATION. IF ANY LIABILITY IS IMPOSED ON OPC FOUNDATION OR ITS LICENSORS, OPC FOUNDATION AND ITS LICENSORS' TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE MEMBERSHIP FEES PAID TO OPC FOUNDATION BY LICENSEE OVER THE 12 MONTHS PRECEDING ANY CLAIM. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OF THE EXCLUSIVE REMEDIES PROVIDED FOR IN THIS AGREEMENT.

This limitation applies to anything related to the OPC Materials, services, content (including software code) on third party Internet sites, or third party programs. The above limitation or exclusion may not apply to You because Your country may not allow the exclusion or limitation of incidental, consequential or other damages.

## 5. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be settled as follows: Both parties shall for not more than 30 days first attempt in good faith to promptly resolve the dispute by negotiations between their respective authorized representatives. If such dispute cannot be so resolved, either party may seek final and binding arbitration ("Arbitration") by a single arbitrator administered by the American Arbitration Association in accordance with its International Arbitration Rules (the "Rules") in force when the notice of Arbitration is submitted in accordance with the Rules. Any Arbitration hearing shall be held in Cleveland, Ohio, United States of America in the English language. Judgment on any such Arbitration award may be entered in any court of competent jurisdiction. The prevailing party in any such Arbitration or related legal proceeding shall receive its reasonable attorneys' fees and legal costs thereby incurred in addition to any other relief that may be granted.

## 6. ASSIGNABILITY. This Agreement shall inure to the benefit of OPC Foundation, its successors and assigns, but will be personal to

Licensee, and shall be assignable by Licensee only with the prior written consent of OPC Foundation. Licensee shall not mortgage, assign, sub-license, or otherwise encumber this Agreement without the prior written consent of OPC Foundation. OPC Foundation shall be entitled to assign this Agreement to any third party with notice to Licensee.

**7. TERM/TERMINATION**

a) This Agreement and the license granted may be terminated, in whole or in part, by OPC Foundation upon the happening of one or more of the following events: (i) if Licensee or Licensee's company fails to maintain its Active Member status with OPC Foundation; (ii) if Licensee materially breaches the terms of this Agreement; (iii) if Licensee's company is adjudicated bankrupt and a receiver or trustee is appointed for Licensee's company or if an assignment is made for the benefit of creditors; or (iv) if Licensee fails to notify OPC Foundation of any sale or transfer of ownership of, or any change in the legal status of Licensee's company that would in any way affect this license or OPC Foundation's rights in the OPC Materials.

b) This Agreement shall automatically terminate upon the happening or one or more of the following events: (i) by Licensee's ceasing all use of the OPC Materials or (ii) by Licensee's obtaining a superseding version of the OPC Materials and accepting a superseding License Agreement thereto.

c) Upon the expiration or termination of this Agreement: (i) the license granted to Licensee in this Agreement shall expire and Licensee, upon termination, shall discontinue all further use of the Software; (ii) Licensee shall immediately cease all use of the OPC Materials; (iii) Licensee shall erase/delete any of the foregoing held by Licensee in electronic form; and (iv) Licensee shall take such other actions as the OPC Foundation may reasonably request to ensure that no copies of the OPC Materials licensed under this Agreement remain in its possession. Licensee shall certify to OPC Foundation in writing that Licensee has complied with the requirements of this Section.

d) Sections 2, 3, 4, 5, 7 (c) and (d), 8 and 9 shall survive any termination of this Agreement.

**8. EXPORT RESTRICTIONS.** The Software should not be transferred or exported into any country or used in any manner prohibited by applicable law. It is stipulated that the Software is subject to certain export control laws, rules, and/or regulations, including without limitation, those of the United States. Licensee agrees to fully comply with all such export/import laws as are set forth herein and any update made thereto from time to time. Licensee agrees to indemnify, defend, and hold OPC Foundation, its officers, directors and employees harmless from and against any claims, liabilities, demands, penalties, fines and costs resulting from Licensee's failure to comply with these requirements.

**9. GENERAL.** Neither party is deemed an agent of the other. Notices must be in writing, given by mail or by facsimile followed by mail, signed by an officer of the party giving same, and will be deemed given seven days after deposit in the mail or on the date of facsimile transmission. No delay or failure to enforce any rights under this Agreement will be deemed a continuing waiver of such rights. The provisions of this Agreement are severable and if any part of this Agreement is rendered invalid or unenforceable, the remaining parts shall continue and be valid and enforceable. Neither party shall be responsible or liable for failure to fulfill its obligations under this Agreement due to causes beyond its control, including without limitation, delays in delivery of the Software.

**Copyrights:**

©2013 OPC Foundation

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation Common SDK – 1.00**

Please find the license conditions and copyright notices applicable for OPC Foundation Common SDK – 1.00

**License conditions:**

END USER LICENSE AGREEMENT

OPC MATERIALS

IMPORTANT NOTICE --- READ CAREFULLY

THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, AS AN ACTIVE MEMBER OF THE OPC FOUNDATION (THE "LICENSEE" OR "YOU"), AND OPC FOUNDATION ("OPC FOUNDATION" OR "WE"). OPC FOUNDATION HAS ESTABLISHED A SET OF SPECIFICATIONS INTENDED TO FOSTER GREATER INTEROPERABILITY BETWEEN AUTOMATION/CONTROL APPLICATIONS, FIELD SYSTEMS/DEVICES, AND BUSINESS/ OFFICE APPLICATIONS IN THE PROCESS CONTROL INDUSTRY. THE OPC FOUNDATION'S SPECIFICATIONS DEFINE STANDARD INTERFACES, OBJECTS, METHODS, AND PROPERTIES FOR SERVERS OF REAL-TIME INFORMATION LIKE DISTRIBUTED PROCESS SYSTEMS, PROGRAMMABLE LOGIC CONTROLLERS, SMART FIELD DEVICES AND ANALYZERS. OPC FOUNDATION DISTRIBUTES SPECIFICATIONS, PROTOTYPE SOFTWARE EXAMPLES, BINARIES, DOCUMENTATION FILES, SOFTWARE, SOFTWARE CODE SAMPLES, SOFTWARE TOOLS, LIBRARIES, UTILITIES, PRINTED MATERIALS, DOCUMENTATION, SPECIFICATIONS, STANDARDS AND/OR RELATED DOCUMENTATION (COLLECTIVELY, THE "OPC MATERIALS") TO ITS MEMBERS IN ORDER TO FACILITATE THE DEVELOPMENT OF OPC COMPLIANT APPLICATIONS.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE OPC MATERIALS. ALL USE OF THE OPC MATERIALS PROVIDED BY OPC FOUNDATION AND/OR BY ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF ARE, AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY DOWNLOADING OR USING THE OPC MATERIALS OR ANY REVISIONS, CORRECTIONS, MODIFICATIONS, ENHANCEMENTS,

BUG FIXES, UPDATES, UPGRADES, ANY OTHER RELEASE THERETO, AND/OR ANY PART THEREOF, CLICKING ON THE 'ACCEPT' BUTTON, OR OTHERWISE USING THE OPC MATERIALS, YOU ARE ACCEPTING THE AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL FORM THE ENTIRE AGREEMENT BETWEEN THE LICENSEE AND OPC FOUNDATION RELATING TO THE DOWNLOAD AND USE OF THE OPC MATERIALS, AND SHALL SUPERSEDE ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING BETWEEN LICENSEE AND OPC FOUNDATION AND/OR BETWEEN LICENSEE AND ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF.

BY ACCEPTING THIS AGREEMENT, LICENSEE REAFFIRMS ITS ACCEPTANCE OF THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY. IN THE EVENT OF A CONFLICT BETWEEN THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY, THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL CONTROL.

AS PART OF THIS LICENSE AGREEMENT, YOU MUST REGISTER WITH OPC FOUNDATION AND PROVIDE YOUR COMPANY NAME, PRIMARY CONTACT NAME, ADDRESS OF PRINCIPAL OFFICE, E-MAIL ADDRESS AND TELEPHONE NUMBER. ALL OPC MATERIALS, UNLESS EXPLICITLY DESIGNATED OTHERWISE, ARE ONLY AVAILABLE TO CURRENTLY REGISTERED MEMBERS OF THE OPC FOUNDATION (AN "ACTIVE MEMBER"). IF YOU ARE NOT AN EMPLOYEE OR AGENT OF AN ACTIVE MEMBER, THEN YOU ARE PROHIBITED FROM USING THE OPC MATERIALS AND ALL COPIES (IN ALL FORMATS) OF SUCH MATERIALS IN YOUR POSSESSION MUST EITHER BE DESTROYED OR RETURNED TO THE OPC FOUNDATION.

IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT CLICK ON THE ACCEPT BUTTON AND/OR DO NOT DOWNLOAD AND/OR INSTALL AND/OR PRINT AND/OR USE THE OPC MATERIALS, AND IMMEDIATELY DESTROY OR RETURN ALL COPIES (IN ALL FORMATS) OF THE OPC MATERIALS IN YOUR POSSESSION TO THE OPC FOUNDATION.

Licensee may print and keep a copy of this Agreement.

If You comply with these license terms, You have the rights and obligation set forth below:

#### 1. LICENSE GRANT:

- a) Subject to the terms and conditions of this Agreement, the OPC Foundation hereby grants to Licensee, and Licensee accepts, a non-exclusive, royalty-free, limited license to use, copy, display and distribute (as set forth herein) the OPC Materials in order to make, use, sell or otherwise distribute any products and/or product literature that are compliant with the standards included in the OPC Materials. Licensee may not distribute OPC Materials outside of the Active Member organization to which You belong unless the OPC Foundation has explicitly designated the relevant OPC Material for public use.
- b) All copies of the OPC Materials made and/or distributed by Licensee must include all copyright and other proprietary rights notices included on or in the copy of such materials provided to Licensee by the OPC Foundation. In other words, Licensee may not remove any copyright or other proprietary rights notices included on or in the OPC Materials.
- c) The following additional restrictions apply to all OPC Materials that are software source code, libraries or executables:
  - i) Licensee must acknowledge the use of the OPC Materials and provide a link to the OPC Foundation home page [www.opcfoundation.org](http://www.opcfoundation.org) from the About box of the Licensee's or Active Member's application(s).
  - ii) Licensee may include the source code, modified source code, built binaries or modified built binaries within Licensee's own applications for either personal or commercial use; provided, however, that the source code, modified source code, built binaries or modified built binaries cannot be sold as is, either individually or together. In other words, while Licensee may use OPC Foundation's software to enhance Licensee's applications and to ensure compliance with the various OPC specifications, Licensee is prohibited from gaining commercially from the OPC software itself as a stand-alone module or platform.

#### 2. PROPRIETARY RIGHTS; NON-DISCLOSURE.

- a) The OPC Materials are not for sale and shall remain the sole property of OPC Foundation and its licensors. All intellectual property rights (including, without limitation, copyrights, patents, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Software are and shall be owned or controlled solely by OPC Foundation and its licensors. The OPC Materials are owned only by OPC Foundation or its licensors and are protected by United States copyright, patent, trade secret and other laws and international treaty provisions. This Agreement does not convey to You an interest in or to the OPC Materials, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of OPC Foundation's intellectual property rights under any law. Licensee understands and acknowledges that the OPC Materials may contain or include proprietary confidential information and trade secrets of OPC Foundation and its licensors. Unless the OPC Foundation has explicitly designated the OPC Material for public use, Licensee shall take all reasonable steps to safeguard all confidential information and trade secrets with the same degree of care used to safeguard Your or Your company's own trade secrets and confidential information, but no less than a reasonable degree of care.
- b) Licensee acknowledges and agree that any breach of these terms and conditions will cause irreparable harm and injury to OPC Foundation for which monetary damages may not be adequate remedies. Therefore, Licensee agrees that OPC Foundation shall be entitled to injunctive and/or other equitable relief without the requirement to post a bond or prove monetary damages, in addition to all other remedies provided under this Agreement or available at law or equity.
- c) Licensee acknowledges and agrees that the OPC Materials are provided with restricted rights. Use, duplication or disclosure by the U.S. government is subject to restrictions as set forth in (i) this Agreement pursuant to DFARs 227.7202-3(a); (ii) subparagraph (c)(1)(i) of the Rights in Technical Data and Computer Software clause at DFARs 252.227-7013; or (iii) the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 subdivision (c)(1) and (2), as applicable. Contractor/ manufacturer is the OPC Foundation, 16101 N. 82nd Street, Suite 3B, Scottsdale, AZ 85260-1830, USA.

#### 3. WARRANTIES:

- a) Licensee Warranty. Licensee represents and warrants that: (a) it is a current and Active Member of the OPC Foundation and it has the right and authority to enter into this Agreement; (b) all information supplied by Licensee during the registration process is true,

accurate, current and complete; and (c) Licensee will comply with the terms and conditions of this License Agreement.

b) Disclaimer of OPC Foundation Warranty. Licensee acknowledges that the OPC Foundation has provided the OPC Materials for informational purposes only in order to help You understand the relevant OPC specifications. THE OPC MATERIALS ARE LICENSED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. OPC FOUNDATION AND ITS LICENSORS HEREBY DISCLAIM ANY DUTY OR COMMITMENT TO PROVIDE ANY FIX OR CORRECTION TO ANY PROBLEM, BUG, DEFECT OR DEFICIENCY IN THE OPC MATERIALS. LICENSEE BEARS ALL RISK RELATING TO QUALITY, DESIGN, USE AND PERFORMANCE OF THE OPC MATERIALS. OPC FOUNDATION AND ITS LICENSORS DO NOT WARRANT THAT THE OPC MATERIALS WILL BE ERROR FREE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO TO THE EXTENT THAT THEY ARE EXCLUSIONS OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

4. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. NEITHER OPC FOUNDATION NOR ITS LICENSORS SHALL BE LIABLE TO LICENSEE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE AND SIMILAR DAMAGES (WHETHER FOR LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, TERMINATION OF THIS AGREEMENT, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY PROVISION CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT, AND OPC FOUNDATION WOULD NOT LICENSE THE OPC MATERIALS TO YOU WITHOUT SUCH LIMITATION. IF ANY LIABILITY IS IMPOSED ON OPC FOUNDATION OR ITS LICENSORS, OPC FOUNDATION AND ITS LICENSORS' TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE MEMBERSHIP FEES PAID TO OPC FOUNDATION BY LICENSEE OVER THE 12 MONTHS PRECEDING ANY CLAIM. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OF THE EXCLUSIVE REMEDIES PROVIDED FOR IN THIS AGREEMENT.

This limitation applies to anything related to the OPC Materials, services, content (including software code) on third party Internet sites, or third party programs. The above limitation or exclusion may not apply to You because Your country may not allow the exclusion or limitation of incidental, consequential or other damages.

5. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be settled as follows: Both parties shall for not more than 30 days first attempt in good faith to promptly resolve the dispute by negotiations between their respective authorized representatives. If such dispute cannot be so resolved, either party may seek final and binding arbitration ("Arbitration") by a single arbitrator administered by the American Arbitration Association in accordance with its International Arbitration Rules (the "Rules") in force when the notice of Arbitration is submitted in accordance with the Rules. Any Arbitration hearing shall be held in Cleveland, Ohio, United States of America in the English language. Judgment on any such Arbitration award may be entered in any court of competent jurisdiction. The prevailing party in any such Arbitration or related legal proceeding shall receive its reasonable attorneys' fees and legal costs thereby incurred in addition to any other relief that may be granted.
6. ASSIGNABILITY. This Agreement shall inure to the benefit of OPC Foundation, its successors and assigns, but will be personal to Licensee, and shall be assignable by Licensee only with the prior written consent of OPC Foundation. Licensee shall not mortgage, assign, sub-license, or otherwise encumber this Agreement without the prior written consent of OPC Foundation. OPC Foundation shall be entitled to assign this Agreement to any third party with notice to Licensee.
7. TERM/TERMINATION
- a) This Agreement and the license granted may be terminated, in whole or in part, by OPC Foundation upon the happening of one or more of the following events: (i) if Licensee or Licensee's company fails to maintain its Active Member status with OPC Foundation; (ii) if Licensee materially breaches the terms of this Agreement; (iii) if Licensee's company is adjudicated bankrupt and a receiver or trustee is appointed for Licensee's company or if an assignment is made for the benefit of creditors; or (iv) if Licensee fails to notify OPC Foundation of any sale or transfer of ownership of, or any change in the legal status of Licensee's company that would in any way affect this license or OPC Foundation's rights in the OPC Materials.
- b) This Agreement shall automatically terminate upon the happening of one or more of the following events: (i) by Licensee's ceasing all use of the OPC Materials or (ii) by Licensee's obtaining a superseding version of the OPC Materials and accepting a superseding License Agreement thereto.
- c) Upon the expiration or termination of this Agreement: (i) the license granted to Licensee in this Agreement shall expire and Licensee, upon termination, shall discontinue all further use of the Software; (ii) Licensee shall immediately cease all use of the OPC Materials; (iii) Licensee shall erase/delete any of the foregoing held by Licensee in electronic form; and (iv) Licensee shall take such other actions as the OPC Foundation may reasonably request to ensure that no copies of the OPC Materials licensed under this Agreement remain in its possession. Licensee shall certify to OPC Foundation in writing that Licensee has complied with the requirements of this Section.
- d) Sections 2, 3, 4, 5, 7 (c) and (d), 8 and 9 shall survive any termination of this Agreement.
8. EXPORT RESTRICTIONS. The Software should not be transferred or exported into any country or used in any manner prohibited by applicable law. It is stipulated that the Software is subject to certain export control laws, rules, and/or regulations, including without limitation, those of the United States. Licensee agrees to fully comply with all such export/import laws as are set forth herein and any update made thereto from time to time. Licensee agrees to indemnify, defend, and hold OPC Foundation, its officers, directors and employees harmless from and against any claims, liabilities, demands, penalties, fines and costs resulting from Licensee's failure to comply with these requirements.
9. GENERAL. Neither party is deemed an agent of the other. Notices must be in writing, given by mail or by facsimile followed by mail, signed by an officer of the party giving same, and will be deemed given seven days after deposit in the mail or on the date of facsimile transmission. No delay or failure to enforce any rights under this Agreement will be deemed a continuing waiver of such rights. The provisions of this Agreement are severable and if any part of this Agreement is rendered invalid or unenforceable, the remaining parts



shall continue and be valid and enforceable. Neither party shall be responsible or liable for failure to fulfill its obligations under this Agreement due to causes beyond its control, including without limitation, delays in delivery of the Software.

**Copyrights:**

©2013 OPC Foundation

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation DA Redistributables – 2.00**

*Please find the license conditions and copyright notices applicable for OPC Foundation DA Redistributables – 2.00*

**License conditions:**

END USER LICENSE AGREEMENT

OPC MATERIALS

IMPORTANT NOTICE --- READ CAREFULLY

THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, AS AN ACTIVE MEMBER OF THE OPC FOUNDATION (THE "LICENSEE" OR "YOU"), AND OPC FOUNDATION ("OPC FOUNDATION" OR "WE"). OPC FOUNDATION HAS ESTABLISHED A SET OF SPECIFICATIONS INTENDED TO FOSTER GREATER INTEROPERABILITY BETWEEN AUTOMATION/CONTROL APPLICATIONS, FIELD SYSTEMS/DEVICES, AND BUSINESS/ OFFICE APPLICATIONS IN THE PROCESS CONTROL INDUSTRY. THE OPC FOUNDATION'S SPECIFICATIONS DEFINE STANDARD INTERFACES, OBJECTS, METHODS, AND PROPERTIES FOR SERVERS OF REAL-TIME INFORMATION LIKE DISTRIBUTED PROCESS SYSTEMS, PROGRAMMABLE LOGIC CONTROLLERS, SMART FIELD DEVICES AND ANALYZERS. OPC FOUNDATION DISTRIBUTES SPECIFICATIONS, PROTOTYPE SOFTWARE EXAMPLES, BINARIES, DOCUMENTATION FILES, SOFTWARE, SOFTWARE CODE SAMPLES, SOFTWARE TOOLS, LIBRARIES, UTILITIES, PRINTED MATERIALS, DOCUMENTATION, SPECIFICATIONS, STANDARDS AND/OR RELATED DOCUMENTATION (COLLECTIVELY, THE "OPC MATERIALS") TO ITS MEMBERS IN ORDER TO FACILITATE THE DEVELOPMENT OF OPC COMPLIANT APPLICATIONS.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE OPC MATERIALS. ALL USE OF THE OPC MATERIALS PROVIDED BY OPC FOUNDATION AND/OR BY ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF ARE, AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY DOWNLOADING OR USING THE OPC MATERIALS OR ANY REVISIONS, CORRECTIONS, MODIFICATIONS, ENHANCEMENTS, BUG FIXES, UPDATES, UPGRADES, ANY OTHER RELEASE THERETO, AND/OR ANY PART THEREOF, CLICKING ON THE 'ACCEPT' BUTTON, OR OTHERWISE USING THE OPC MATERIALS, YOU ARE ACCEPTING THE AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL FORM THE ENTIRE AGREEMENT BETWEEN THE LICENSEE AND OPC FOUNDATION RELATING TO THE DOWNLOAD AND USE OF THE OPC MATERIALS, AND SHALL SUPERSEDE ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING BETWEEN LICENSEE AND OPC FOUNDATION AND/OR BETWEEN LICENSEE AND ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF.

BY ACCEPTING THIS AGREEMENT, LICENSEE REAFFIRMS ITS ACCEPTANCE OF THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY. IN THE EVENT OF A CONFLICT BETWEEN THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY, THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL CONTROL.

AS PART OF THIS LICENSE AGREEMENT, YOU MUST REGISTER WITH OPC FOUNDATION AND PROVIDE YOUR COMPANY NAME, PRIMARY CONTACT NAME, ADDRESS OF PRINCIPAL OFFICE, E-MAIL ADDRESS AND TELEPHONE NUMBER. ALL OPC MATERIALS, UNLESS EXPLICITLY DESIGNATED OTHERWISE, ARE ONLY AVAILABLE TO CURRENTLY REGISTERED MEMBERS OF THE OPC FOUNDATION (AN "ACTIVE MEMBER"). IF YOU ARE NOT AN EMPLOYEE OR AGENT OF AN ACTIVE MEMBER, THEN YOU ARE PROHIBITED FROM USING THE OPC MATERIALS AND ALL COPIES (IN ALL FORMATS) OF SUCH MATERIALS IN YOUR POSSESSION MUST EITHER BE DESTROYED OR RETURNED TO THE OPC FOUNDATION.

IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT CLICK ON THE ACCEPT BUTTON AND/OR DO NOT DOWNLOAD AND/OR INSTALL AND/OR PRINT AND/OR USE THE OPC MATERIALS, AND IMMEDIATELY DESTROY OR RETURN ALL COPIES (IN ALL FORMATS) OF THE OPC MATERIALS IN YOUR POSSESSION TO THE OPC FOUNDATION.

Licensee may print and keep a copy of this Agreement.

If You comply with these license terms, You have the rights and obligation set forth below:

1. LICENSE GRANT:

- a) Subject to the terms and conditions of this Agreement, the OPC Foundation hereby grants to Licensee, and Licensee accepts, a non-exclusive, royalty-free, limited license to use, copy, display and distribute (as set forth herein) the OPC Materials in order to make, use, sell or otherwise distribute any products and/or product literature that are compliant with the standards included in the OPC Materials. Licensee may not distribute OPC Materials outside of the Active Member organization to which You belong unless the OPC Foundation has explicitly designated the relevant OPC Material for public use.
- b) All copies of the OPC Materials made and/or distributed by Licensee must include all copyright and other proprietary rights notices

included on or in the copy of such materials provided to Licensee by the OPC Foundation. In other words, Licensee may not remove any copyright or other proprietary rights notices included on or in the OPC Materials.

c) The following additional restrictions apply to all OPC Materials that are software source code, libraries or executables:

i) Licensee must acknowledge the use of the OPC Materials and provide a link to the OPC Foundation home page

[www.opcfoundation.org](http://www.opcfoundation.org) from the About box of the Licensee's or Active Member's application(s).

ii) Licensee may include the source code, modified source code, built binaries or modified built binaries within Licensee's own applications for either personal or commercial use; provided, however, that the source code, modified source code, built binaries or modified built binaries cannot be sold as is, either individually or together. In other words, while Licensee may use OPC Foundation's software to enhance Licensee's applications and to ensure compliance with the various OPC specifications, Licensee is prohibited from gaining commercially from the OPC software itself as a stand-alone module or platform.

## 2. PROPRIETARY RIGHTS; NON-DISCLOSURE.

a) The OPC Materials are not for sale and shall remain the sole property of OPC Foundation and its licensors. All intellectual property rights (including, without limitation, copyrights, patents, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Software are and shall be owned or controlled solely by OPC Foundation and its licensors. The OPC Materials are owned only by OPC Foundation or its licensors and are protected by United States copyright, patent, trade secret and other laws and international treaty provisions. This Agreement does not convey to You an interest in or to the OPC Materials, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of OPC Foundation's intellectual property rights under any law. Licensee understands and acknowledges that the OPC Materials may contain or include proprietary confidential information and trade secrets of OPC Foundation and its licensors. Unless the OPC Foundation has explicitly designated the OPC Material for public use, Licensee shall take all reasonable steps to safeguard all confidential information and trade secrets with the same degree of care used to safeguard Your or Your company's own trade secrets and confidential information, but no less than a reasonable degree of care.

b) Licensee acknowledges and agrees that any breach of these terms and conditions will cause irreparable harm and injury to OPC Foundation for which monetary damages may not be adequate remedies. Therefore, Licensee agrees that OPC Foundation shall be entitled to injunctive and/or other equitable relief without the requirement to post a bond or prove monetary damages, in addition to all other remedies provided under this Agreement or available at law or equity.

c) Licensee acknowledges and agrees that the OPC Materials are provided with restricted rights. Use, duplication or disclosure by the U.S. government is subject to restrictions as set forth in (i) this Agreement pursuant to DFARs 227.7202-3(a); (ii) subparagraph (c)(1)(i) of the Rights in Technical Data and Computer Software clause at DFARs 252.227-7013; or (iii) the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 subdivision (c)(1) and (2), as applicable. Contractor/ manufacturer is the OPC Foundation, 16101 N. 82nd Street, Suite 3B, Scottsdale, AZ 85260-1830, USA.

## 3. WARRANTIES:

a) Licensee Warranty. Licensee represents and warrants that: (a) it is a current and Active Member of the OPC Foundation and it has the right and authority to enter into this Agreement; (b) all information supplied by Licensee during the registration process is true, accurate, current and complete; and (c) Licensee will comply with the terms and conditions of this License Agreement.

b) Disclaimer of OPC Foundation Warranty. Licensee acknowledges that the OPC Foundation has provided the OPC Materials for informational purposes only in order to help You understand the relevant OPC specifications. THE OPC MATERIALS ARE LICENSED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. OPC FOUNDATION AND ITS LICENSORS HEREBY DISCLAIM ANY DUTY OR COMMITMENT TO PROVIDE ANY FIX OR CORRECTION TO ANY PROBLEM, BUG, DEFECT OR DEFICIENCY IN THE OPC MATERIALS. LICENSEE BEARS ALL RISK RELATING TO QUALITY, DESIGN, USE AND PERFORMANCE OF THE OPC MATERIALS. OPC FOUNDATION AND ITS LICENSORS DO NOT WARRANT THAT THE OPC MATERIALS WILL BE ERROR FREE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO TO THE EXTENT THAT THEY ARE EXCLUSIONS OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 4. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. NEITHER OPC FOUNDATION NOR ITS LICENSORS SHALL BE LIABLE TO LICENSEE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE AND SIMILAR DAMAGES (WHETHER FOR LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, TERMINATION OF THIS AGREEMENT, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY PROVISION CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT, AND OPC FOUNDATION WOULD NOT LICENSE THE OPC MATERIALS TO YOU WITHOUT SUCH LIMITATION. IF ANY LIABILITY IS IMPOSED ON OPC FOUNDATION OR ITS LICENSORS, OPC FOUNDATION AND ITS LICENSORS' TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE MEMBERSHIP FEES PAID TO OPC FOUNDATION BY LICENSEE OVER THE 12 MONTHS PRECEDING ANY CLAIM. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OF THE EXCLUSIVE REMEDIES PROVIDED FOR IN THIS AGREEMENT.

This limitation applies to anything related to the OPC Materials, services, content (including software code) on third party Internet sites, or third party programs. The above limitation or exclusion may not apply to You because Your country may not allow the exclusion or limitation of incidental, consequential or other damages.

## 5. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be settled as follows: Both parties shall for not more than 30 days first attempt in good faith to promptly resolve the dispute by negotiations between their respective authorized representatives. If such dispute cannot be so resolved, either party may seek final and binding arbitration ("Arbitration") by a single arbitrator administered by the American Arbitration Association in accordance with its International

- Arbitration Rules (the "Rules") in force when the notice of Arbitration is submitted in accordance with the Rules. Any Arbitration hearing shall be held in Cleveland, Ohio, United States of America in the English language. Judgment on any such Arbitration award may be entered in any court of competent jurisdiction. The prevailing party in any such Arbitration or related legal proceeding shall receive its reasonable attorneys' fees and legal costs thereby incurred in addition to any other relief that may be granted.
6. **ASSIGNABILITY.** This Agreement shall inure to the benefit of OPC Foundation, its successors and assigns, but will be personal to Licensee, and shall be assignable by Licensee only with the prior written consent of OPC Foundation. Licensee shall not mortgage, assign, sub-license, or otherwise encumber this Agreement without the prior written consent of OPC Foundation. OPC Foundation shall be entitled to assign this Agreement to any third party with notice to Licensee.
  7. **TERM/TERMINATION**
    - a) This Agreement and the license granted may be terminated, in whole or in part, by OPC Foundation upon the happening of one or more of the following events: (i) if Licensee or Licensee's company fails to maintain its Active Member status with OPC Foundation; (ii) if Licensee materially breaches the terms of this Agreement; (iii) if Licensee's company is adjudicated bankrupt and a receiver or trustee is appointed for Licensee's company or if an assignment is made for the benefit of creditors; or (iv) if Licensee fails to notify OPC Foundation of any sale or transfer of ownership of, or any change in the legal status of Licensee's company that would in any way affect this license or OPC Foundation's rights in the OPC Materials.
    - b) This Agreement shall automatically terminate upon the happening of one or more of the following events: (i) by Licensee's ceasing all use of the OPC Materials or (ii) by Licensee's obtaining a superseding version of the OPC Materials and accepting a superseding License Agreement thereto.
    - c) Upon the expiration or termination of this Agreement: (i) the license granted to Licensee in this Agreement shall expire and Licensee, upon termination, shall discontinue all further use of the Software; (ii) Licensee shall immediately cease all use of the OPC Materials; (iii) Licensee shall erase/delete any of the foregoing held by Licensee in electronic form; and (iv) Licensee shall take such other actions as the OPC Foundation may reasonably request to ensure that no copies of the OPC Materials licensed under this Agreement remain in its possession. Licensee shall certify to OPC Foundation in writing that Licensee has complied with the requirements of this Section.
    - d) Sections 2, 3, 4, 5, 7 (c) and (d), 8 and 9 shall survive any termination of this Agreement.
  8. **EXPORT RESTRICTIONS.** The Software should not be transferred or exported into any country or used in any manner prohibited by applicable law. It is stipulated that the Software is subject to certain export control laws, rules, and/or regulations, including without limitation, those of the United States. Licensee agrees to fully comply with all such export/import laws as are set forth herein and any update made thereto from time to time. Licensee agrees to indemnify, defend, and hold OPC Foundation, its officers, directors and employees harmless from and against any claims, liabilities, demands, penalties, fines and costs resulting from Licensee's failure to comply with these requirements.
  9. **GENERAL.** Neither party is deemed an agent of the other. Notices must be in writing, given by mail or by facsimile followed by mail, signed by an officer of the party giving same, and will be deemed given seven days after deposit in the mail or on the date of facsimile transmission. No delay or failure to enforce any rights under this Agreement will be deemed a continuing waiver of such rights. The provisions of this Agreement are severable and if any part of this Agreement is rendered invalid or unenforceable, the remaining parts shall continue and be valid and enforceable. Neither party shall be responsible or liable for failure to fulfill its obligations under this Agreement due to causes beyond its control, including without limitation, delays in delivery of the Software.

**Copyrights:**

©2013 OPC Foundation

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OPC Foundation DA SDK – 2.00**

*Please find the license conditions and copyright notices applicable for OPC Foundation DA SDK – 2.00*

**License conditions:**

END USER LICENSE AGREEMENT  
 OPC MATERIALS  
 IMPORTANT NOTICE --- READ CAREFULLY  
 THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, AS AN ACTIVE MEMBER OF THE OPC FOUNDATION (THE "LICENSEE" OR "YOU"), AND OPC FOUNDATION ("OPC FOUNDATION" OR "WE"). OPC FOUNDATION HAS ESTABLISHED A SET OF SPECIFICATIONS INTENDED TO FOSTER GREATER INTEROPERABILITY BETWEEN AUTOMATION/CONTROL APPLICATIONS, FIELD SYSTEMS/DEVICES, AND BUSINESS/ OFFICE APPLICATIONS IN THE PROCESS CONTROL INDUSTRY. THE OPC FOUNDATION'S SPECIFICATIONS DEFINE STANDARD INTERFACES, OBJECTS, METHODS, AND PROPERTIES FOR SERVERS OF REAL-TIME INFORMATION LIKE DISTRIBUTED PROCESS SYSTEMS, PROGRAMMABLE LOGIC CONTROLLERS, SMART FIELD DEVICES AND ANALYZERS. OPC FOUNDATION DISTRIBUTES SPECIFICATIONS, PROTOTYPE SOFTWARE EXAMPLES, BINARIES, DOCUMENTATION FILES, SOFTWARE, SOFTWARE CODE SAMPLES, SOFTWARE TOOLS, LIBRARIES, UTILITIES, PRINTED MATERIALS, DOCUMENTATION, SPECIFICATIONS, STANDARDS AND/OR RELATED DOCUMENTATION (COLLECTIVELY, THE "OPC MATERIALS") TO ITS MEMBERS IN ORDER TO FACILITATE THE DEVELOPMENT OF OPC

**COMPLIANT APPLICATIONS.**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE OPC MATERIALS. ALL USE OF THE OPC MATERIALS PROVIDED BY OPC FOUNDATION AND/OR BY ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF ARE, AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY DOWNLOADING OR USING THE OPC MATERIALS OR ANY REVISIONS, CORRECTIONS, MODIFICATIONS, ENHANCEMENTS, BUG FIXES, UPDATES, UPGRADES, ANY OTHER RELEASE THERETO, AND/OR ANY PART THEREOF, CLICKING ON THE 'ACCEPT' BUTTON, OR OTHERWISE USING THE OPC MATERIALS, YOU ARE ACCEPTING THE AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL FORM THE ENTIRE AGREEMENT BETWEEN THE LICENSEE AND OPC FOUNDATION RELATING TO THE DOWNLOAD AND USE OF THE OPC MATERIALS, AND SHALL SUPERSEDE ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING BETWEEN LICENSEE AND OPC FOUNDATION AND/OR BETWEEN LICENSEE AND ANY REPRESENTATIVE OR AGENT ON OPC FOUNDATION'S BEHALF.

BY ACCEPTING THIS AGREEMENT, LICENSEE REAFFIRMS ITS ACCEPTANCE OF THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY. IN THE EVENT OF A CONFLICT BETWEEN THIS LICENSE AGREEMENT AND THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY, THE OPC FOUNDATION INTELLECTUAL PROPERTY POLICY SHALL CONTROL.

AS PART OF THIS LICENSE AGREEMENT, YOU MUST REGISTER WITH OPC FOUNDATION AND PROVIDE YOUR COMPANY NAME, PRIMARY CONTACT NAME, ADDRESS OF PRINCIPAL OFFICE, E-MAIL ADDRESS AND TELEPHONE NUMBER. ALL OPC MATERIALS, UNLESS EXPLICITLY DESIGNATED OTHERWISE, ARE ONLY AVAILABLE TO CURRENTLY REGISTERED MEMBERS OF THE OPC FOUNDATION (AN "ACTIVE MEMBER"). IF YOU ARE NOT AN EMPLOYEE OR AGENT OF AN ACTIVE MEMBER, THEN YOU ARE PROHIBITED FROM USING THE OPC MATERIALS AND ALL COPIES (IN ALL FORMATS) OF SUCH MATERIALS IN YOUR POSSESSION MUST EITHER BE DESTROYED OR RETURNED TO THE OPC FOUNDATION.

IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT CLICK ON THE ACCEPT BUTTON AND/OR DO NOT DOWNLOAD AND/OR INSTALL AND/OR PRINT AND/OR USE THE OPC MATERIALS, AND IMMEDIATELY DESTROY OR RETURN ALL COPIES (IN ALL FORMATS) OF THE OPC MATERIALS IN YOUR POSSESSION TO THE OPC FOUNDATION.

Licensee may print and keep a copy of this Agreement.

If You comply with these license terms, You have the rights and obligation set forth below:

**1. LICENSE GRANT:**

- a) Subject to the terms and conditions of this Agreement, the OPC Foundation hereby grants to Licensee, and Licensee accepts, a non-exclusive, royalty-free, limited license to use, copy, display and distribute (as set forth herein) the OPC Materials in order to make, use, sell or otherwise distribute any products and/or product literature that are compliant with the standards included in the OPC Materials. Licensee may not distribute OPC Materials outside of the Active Member organization to which You belong unless the OPC Foundation has explicitly designated the relevant OPC Material for public use.
- b) All copies of the OPC Materials made and/or distributed by Licensee must include all copyright and other proprietary rights notices included on or in the copy of such materials provided to Licensee by the OPC Foundation. In other words, Licensee may not remove any copyright or other proprietary rights notices included on or in the OPC Materials.
- c) The following additional restrictions apply to all OPC Materials that are software source code, libraries or executables:
  - i) Licensee must acknowledge the use of the OPC Materials and provide a link to the OPC Foundation home page [www.opcfoundation.org](http://www.opcfoundation.org) from the About box of the Licensee's or Active Member's application(s).
  - ii) Licensee may include the source code, modified source code, built binaries or modified built binaries within Licensee's own applications for either personal or commercial use; provided, however, that the source code, modified source code, built binaries or modified built binaries cannot be sold as is, either individually or together. In other words, while Licensee may use OPC Foundation's software to enhance Licensee's applications and to ensure compliance with the various OPC specifications, Licensee is prohibited from gaining commercially from the OPC software itself as a stand-alone module or platform.

**2. PROPRIETARY RIGHTS; NON-DISCLOSURE.**

- a) The OPC Materials are not for sale and shall remain the sole property of OPC Foundation and its licensors. All intellectual property rights (including, without limitation, copyrights, patents, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Software are and shall be owned or controlled solely by OPC Foundation and its licensors. The OPC Materials are owned only by OPC Foundation or its licensors and are protected by United States copyright, patent, trade secret and other laws and international treaty provisions. This Agreement does not convey to You an interest in or to the OPC Materials, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of OPC Foundation's intellectual property rights under any law. Licensee understands and acknowledges that the OPC Materials may contain or include proprietary confidential information and trade secrets of OPC Foundation and its licensors. Unless the OPC Foundation has explicitly designated the OPC Material for public use, Licensee shall take all reasonable steps to safeguard all confidential information and trade secrets with the same degree of care used to safeguard Your or Your company's own trade secrets and confidential information, but no less than a reasonable degree of care.
- b) Licensee acknowledges and agree that any breach of these terms and conditions will cause irreparable harm and injury to OPC Foundation for which monetary damages may not be adequate remedies. Therefore, Licensee agrees that OPC Foundation shall be entitled to injunctive and/or other equitable relief without the requirement to post a bond or prove monetary damages, in addition to all other remedies provided under this Agreement or available at law or equity.
- c) Licensee acknowledges and agrees that the OPC Materials are provided with restricted rights. Use, duplication or disclosure by the U.S. government is subject to restrictions as set forth in (i) this Agreement pursuant to DFARs 227.7202-3(a); (ii) subparagraph (c)(1)(i) of the Rights in Technical Data and Computer Software clause at DFARs 252.227-7013; or (iii) the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 subdivision (c)(1) and (2), as applicable. Contractor/ manufacturer is the OPC

Foundation, 16101 N. 82nd Street, Suite 3B, Scottsdale, AZ 85260-1830, USA.

3. WARRANTIES:

a) Licensee Warranty. Licensee represents and warrants that: (a) it is a current and Active Member of the OPC Foundation and it has the right and authority to enter into this Agreement; (b) all information supplied by Licensee during the registration process is true, accurate, current and complete; and (c) Licensee will comply with the terms and conditions of this License Agreement.

b) Disclaimer of OPC Foundation Warranty. Licensee acknowledges that the OPC Foundation has provided the OPC Materials for informational purposes only in order to help You understand the relevant OPC specifications. THE OPC MATERIALS ARE LICENSED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. OPC FOUNDATION AND ITS LICENSORS HEREBY DISCLAIM ANY DUTY OR COMMITMENT TO PROVIDE ANY FIX OR CORRECTION TO ANY PROBLEM, BUG, DEFECT OR DEFICIENCY IN THE OPC MATERIALS. LICENSEE BEARS ALL RISK RELATING TO QUALITY, DESIGN, USE AND PERFORMANCE OF THE OPC MATERIALS. OPC FOUNDATION AND ITS LICENSORS DO NOT WARRANT THAT THE OPC MATERIALS WILL BE ERROR FREE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO TO THE EXTENT THAT THEY ARE EXCLUSIONS OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

4. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. NEITHER OPC FOUNDATION NOR ITS LICENSORS SHALL BE LIABLE TO LICENSEE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE AND SIMILAR DAMAGES (WHETHER FOR LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, TERMINATION OF THIS AGREEMENT, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY PROVISION CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT, AND OPC FOUNDATION WOULD NOT LICENSE THE OPC MATERIALS TO YOU WITHOUT SUCH LIMITATION. IF ANY LIABILITY IS IMPOSED ON OPC FOUNDATION OR ITS LICENSORS, OPC FOUNDATION AND ITS LICENSORS' TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE MEMBERSHIP FEES PAID TO OPC FOUNDATION BY LICENSEE OVER THE 12 MONTHS PRECEDING ANY CLAIM. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OF THE EXCLUSIVE REMEDIES PROVIDED FOR IN THIS AGREEMENT.

This limitation applies to anything related to the OPC Materials, services, content (including software code) on third party Internet sites, or third party programs. The above limitation or exclusion may not apply to You because Your country may not allow the exclusion or limitation of incidental, consequential or other damages.

5. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be settled as follows: Both parties shall for not more than 30 days first attempt in good faith to promptly resolve the dispute by negotiations between their respective authorized representatives. If such dispute cannot be so resolved, either party may seek final and binding arbitration ("Arbitration") by a single arbitrator administered by the American Arbitration Association in accordance with its International Arbitration Rules (the "Rules") in force when the notice of Arbitration is submitted in accordance with the Rules. Any Arbitration hearing shall be held in Cleveland, Ohio, United States of America in the English language. Judgment on any such Arbitration award may be entered in any court of competent jurisdiction. The prevailing party in any such Arbitration or related legal proceeding shall receive its reasonable attorneys' fees and legal costs thereby incurred in addition to any other relief that may be granted.

6. ASSIGNABILITY. This Agreement shall inure to the benefit of OPC Foundation, its successors and assigns, but will be personal to Licensee, and shall be assignable by Licensee only with the prior written consent of OPC Foundation. Licensee shall not mortgage, assign, sub-license, or otherwise encumber this Agreement without the prior written consent of OPC Foundation. OPC Foundation shall be entitled to assign this Agreement to any third party with notice to Licensee.

7. TERM/TERMINATION

a) This Agreement and the license granted may be terminated, in whole or in part, by OPC Foundation upon the happening of one or more of the following events: (i) if Licensee or Licensee's company fails to maintain its Active Member status with OPC Foundation; (ii) if Licensee materially breaches the terms of this Agreement; (iii) if Licensee's company is adjudicated bankrupt and a receiver or trustee is appointed for Licensee's company or if an assignment is made for the benefit of creditors; or (iv) if Licensee fails to notify OPC Foundation of any sale or transfer of ownership of, or any change in the legal status of Licensee's company that would in any way affect this license or OPC Foundation's rights in the OPC Materials.

b) This Agreement shall automatically terminate upon the happening of one or more of the following events: (i) by Licensee's ceasing all use of the OPC Materials or (ii) by Licensee's obtaining a superseding version of the OPC Materials and accepting a superseding License Agreement thereto.

c) Upon the expiration or termination of this Agreement: (i) the license granted to Licensee in this Agreement shall expire and Licensee, upon termination, shall discontinue all further use of the Software; (ii) Licensee shall immediately cease all use of the OPC Materials; (iii) Licensee shall erase/delete any of the foregoing held by Licensee in electronic form; and (iv) Licensee shall take such other actions as the OPC Foundation may reasonably request to ensure that no copies of the OPC Materials licensed under this Agreement remain in its possession. Licensee shall certify to OPC Foundation in writing that Licensee has complied with the requirements of this Section.

d) Sections 2, 3, 4, 5, 7 (c) and (d), 8 and 9 shall survive any termination of this Agreement.

8. EXPORT RESTRICTIONS. The Software should not be transferred or exported into any country or used in any manner prohibited by applicable law. It is stipulated that the Software is subject to certain export control laws, rules, and/or regulations, including without limitation, those of the United States. Licensee agrees to fully comply with all such export/import laws as are set forth herein and any update made thereto from time to time. Licensee agrees to indemnify, defend, and hold OPC Foundation, its officers, directors and employees harmless from and against any claims, liabilities, demands, penalties, fines and costs resulting from Licensee's failure to

comply with these requirements.

9. GENERAL. Neither party is deemed an agent of the other. Notices must be in writing, given by mail or by facsimile followed by mail, signed by an officer of the party giving same, and will be deemed given seven days after deposit in the mail or on the date of facsimile transmission. No delay or failure to enforce any rights under this Agreement will be deemed a continuing waiver of such rights. The provisions of this Agreement are severable and if any part of this Agreement is rendered invalid or unenforceable, the remaining parts shall continue and be valid and enforceable. Neither party shall be responsible or liable for failure to fulfill its obligations under this Agreement due to causes beyond its control, including without limitation, delays in delivery of the Software.

**Copyrights:**

©2013 OPC Foundation

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR PixieLib – 1998**

*Please find the license conditions and copyright notices applicable for PixieLib – 1998*

**License conditions:**

You may use PixieLib.NET code in your commercial app as long as you retain the original copyright text from PixieLib, or add one if you copy/paste portions to your own code. You may NOT redistribute PixieLib to others or incorporate any part of PixieLib as part of an open-source project. This restriction is inherited from Microsoft. See the documentation for full license agreement:

<http://www.dilascia.com/PixieDoc.htm>

From <http://www.dilascia.com/PixieDoc.htm>:

THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LICENSE AGREEMENT: You may compile PixieLib.NET into applications that you distribute to others provided that you include the following text along with your own Copyright notice in every source file that uses PixieLib: "Portions of this program borrowed from PixieLib.NET, Copyright 2005 Paul DiLascia." You may not remove the Copyright message or credits in the PixieLib source files.

You may NOT distribute the PixieLib.NET source code in whole or part to others. You may NOT include PixieLib source code as part of an open-source project or place it under GPL (General Public License) or public domain! For example, you may NOT publish a CD of "101 Programming Gems" that includes portions of PixieLib as one of the gems. This restriction is inherited from Microsoft.

Portions of PixieLib.NET were first published in [Microsoft Systems Journal](#) and [MSDN Magazine](#).

**Copyrights:**

Copyright 1998 Paul DiLascia.

## Open Source Software and/or other third-party software Licensed by Siemens

Please note the following license conditions and copyright notices applicable to Open Source Software and/or other components (or parts thereof):

Component	Open Source Software [Yes/No]	Acknowledgements/ Comment	License conditions and copyright notices
Adobe Reader – XI	No		LICENSE AND COPYRIGHT INFORMATION FOR Adobe Reader – XI [→ 41]
BSQUARE winRT Toolkit – 4.0	No		LICENSE AND COPYRIGHT INFORMATION FOR BSQUARE winRT Toolkit – 4.0 [→ 41]
Chart FX- 3.0	No		LICENSE AND COPYRIGHT INFORMATION FOR Chart FX – 3.0 [→ 41]
Chart FX - 98	No		LICENSE AND COPYRIGHT INFORMATION FOR Chart FX – 98 [→ 41]
Cimetrics BACstac – 6.4e	No		LICENSE AND COPYRIGHT INFORMATION FOR Cimetrics BACstac – 6.4e [→ 41]
Corel Designer – 9.0	No		LICENSE AND COPYRIGHT INFORMATION FOR Corel Designer – 9.0 [→ 42]
CrypKey SDK - 7.8	No		LICENSE AND COPYRIGHT INFORMATION FOR CrypKey SDK - 7.8 [→ 42]
Customized MFC Multithreaded Extensions – 4.1	No		LICENSE AND COPYRIGHT INFORMATION FOR Customized MFC Multithreaded Extensions – 4.1 [→ 42]
Dialogic System Release PCI for Windows – 6.0	No		LICENSE AND COPYRIGHT INFORMATION FOR Dialogic System Release PCI for Windows – 6.0 [→ 42]
FactorySoft OPC Server Development Toolkit – 1997	No		LICENSE AND COPYRIGHT INFORMATION FOR FactorySoft OPC Server Development Toolkit – 1997 [→ 42]
FarPoint Technologies TabPro - 2.0	No		LICENSE AND COPYRIGHT INFORMATION FOR FarPoint Technologies TabPro – 2.0 [→ 42]
Installshield – 2012	No		LICENSE AND COPYRIGHT INFORMATION FOR Installshield – 2012 [→ 43]
FOSS Software Prof-UIS – 2.23	No		LICENSE AND COPYRIGHT INFORMATION FOR FOSS Software Prof-UIS – 2.23 [→ 43]
IEC Intelligent Technologies PEAK –3.0	No		LICENSE AND COPYRIGHT INFORMATION FOR IEC Intelligent Technologies PEAK – 3.0 [→ 43]
Infragistics ScheduleX – 8.0	No		LICENSE AND COPYRIGHT INFORMATION FOR Infragistics ScheduleX – 8.0 [→ 43]
Microsoft .NET Framework - 2.0 SP2	No		LICENSE AND COPYRIGHT INFORMATION FOR Microsoft .NET Framework – 2.0 SP2 [→ 43]

Microsoft .NET Framework – 4.0	No		LICENSE AND COPYRIGHT INFORMATION FOR Microsoft .NET Framework – 4.0 [→ 43]
Microsoft ASPnet_setreg.exe - 1.0.3705.410	No		LICENSE AND COPYRIGHT INFORMATION FOR Microsoft ASPnet_setreg.exe – 1.0.3705.410 [→ 44]
Microsoft MSDN Query Status Dialog Sample Code – 4.1	No		LICENSE AND COPYRIGHT INFORMATION FOR Microsoft MSDN Query Status Dialog Sample Code – 4.1 [→ 44]
Microsoft MSDN RowList Sample Code – 4.1	No		LICENSE AND COPYRIGHT INFORMATION FOR Microsoft MSDN RowList Sample Code – 4.1 [→ 44]
Microsoft Visual C++ Redistributables – 2008	No		LICENSE AND COPYRIGHT INFORMATION FOR Microsoft Visual C++ Redistributables – 2008 [→ 44]
Microsoft Visual C++ Redistributables – 2010	No		LICENSE AND COPYRIGHT INFORMATION FOR Microsoft Visual C++ Redistributables – 2010 [→ 44]
Microsoft Visual Studio 98 Redistributables – 98	No		LICENSE AND COPYRIGHT INFORMATION FOR Microsoft Visual Studio 98 Redistributables – 98 [→ 44]
Objectivity/DB – 11.2	No		LICENSE AND COPYRIGHT INFORMATION FOR Objectivity/DB – 11.2 [→ 45]
Objectivity/DB – 9.4	No		LICENSE AND COPYRIGHT INFORMATION FOR Objectivity/DB – 9.4 [→ 45]
Oracle Java SE Development Kit – 1.7.0_71	No		LICENSE AND COPYRIGHT INFORMATION FOR Oracle Java SE Development Kit – 1.7.0_71 [→ 45]
ProtoView Data Table Custom Control – 2.0	No		LICENSE AND COPYRIGHT INFORMATION FOR ProtoView Data Table Custom Control – 2.0 [→ 45]
PSWinCom Components Suite – 2.0 Customized	No		LICENSE AND COPYRIGHT INFORMATION FOR PSWinCom Components Suite – 2.0 Customized [→ 45]
Quiksoft EasyMail Objects – 5.0	No		LICENSE AND COPYRIGHT INFORMATION FOR Quiksoft EasyMail Objects – 5.0 [→ 45]
Rogue Wave Tools.h++ Professional – 6.1.0	No		LICENSE AND COPYRIGHT INFORMATION FOR Rogue Wave Tools.h++ Professional – 6.1.0 [→ 46]
SafeNet Rainbow Technologies Sentinel LM – 7.2.0	No		LICENSE AND COPYRIGHT INFORMATION FOR SafeNet Rainbow Technologies Sentinel LM – 7.2.0 [→ 46]
ScanSoft RealSpeak Telephony – 3.5	No		LICENSE AND COPYRIGHT INFORMATION FOR ScanSoft RealSpeak Telephony – 3.5 [→ 46]
Sheridan Calendar Widgets – 1.0f	No		LICENSE AND COPYRIGHT INFORMATION FOR Sheridan Calendar Widgets – 1.0f [→ 46]
Snowbound Software RasterMaster – 9.0	No		LICENSE AND COPYRIGHT INFORMATION FOR Snowbound Software RasterMaster – 9.0 [→ 46]



## LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR Siemens components

Unless provided below, the terms and conditions of the respective third party COTS components are covered in the accompanying EULA.

### LICENSE AND COPYRIGHT INFORMATION FOR Adobe Reader – XI

Please find the license conditions and copyright notices applicable for Adobe Reader – XI

**Copyrights:**

Copyright © 1984-2012 Adobe Systems Incorporated and its licensors. All Rights Reserved.  
Adobe Reader XI 3rd Party Read Me:  
[http://www.adobe.com/products/eula/third\\_party/acrobat/11/Acrobat\\_Reader\\_XI\\_3rd\\_Party\\_Read\\_Me\\_ver\\_1.pdf](http://www.adobe.com/products/eula/third_party/acrobat/11/Acrobat_Reader_XI_3rd_Party_Read_Me_ver_1.pdf)

### LICENSE AND COPYRIGHT INFORMATION FOR BSQUARE winRT Toolkit – 4.0

Please find the license conditions and copyright notices applicable for BSQUARE winRT Toolkit – 4.0

**Copyrights:**

© Copyright 2013 BSQUARE Corporation

### LICENSE AND COPYRIGHT INFORMATION FOR Chart FX – 3.0

Please find the license conditions and copyright notices applicable for Chart FX- 3.0

**Copyrights:**

© 2008 Software FX, Inc.  
Additional Credits:  
- This software is based in part on the work of the Independent JPEG Group  
- This software is based in part of the work of the FreeType Team

### LICENSE AND COPYRIGHT INFORMATION FOR Chart FX – 98

Please find the license conditions and copyright notices applicable for Chart FX - 98

**Copyrights:**

© 2008 Software FX, Inc.

### LICENSE AND COPYRIGHT INFORMATION FOR Cimetrics BACstac – 6.4e

Please find the license conditions and copyright notices applicable for Cimetrics BACstac – 6.4e

**Copyrights:**

All files in this distribution are Copyright (c) 2009-2013 by Cimetrics, Inc.  
All rights reserved.

## LICENSE AND COPYRIGHT INFORMATION FOR Corel Designer – 9.0

Please find the license conditions and copyright notices applicable for Corel Designer – 9.0

### Copyrights:

(C) Copyright 1993-1994 by Micrografx, Inc. All rights reserved. Permission to use this work for any purpose must be obtained in writing from Micrografx, 1303 Arapaho, Richardson, TX. 75081.

Copyright © 2001 by Micrografx, Inc.

## LICENSE AND COPYRIGHT INFORMATION FOR CrypKey SDK - 7.8

Please find the license conditions and copyright notices applicable for CrypKey SDK - 7.8

### Copyrights:

Copyright © 1992-2013, CrypKey (Canada) Inc. All rights reserved

Copyright 1989-2000 PKWARE Inc. All Rights Reserved.

## LICENSE AND COPYRIGHT INFORMATION FOR Customized MFC Multithreaded Extensions – 4.1

Please find the license conditions and copyright notices applicable for Customized MFC Multithreaded Extensions – 4.1

### Copyrights:

©2013 Microsoft

## LICENSE AND COPYRIGHT INFORMATION FOR Dialogic System Release PCI for Windows – 6.0

Please find the license conditions and copyright notices applicable for Dialogic System Release PCI for Windows – 6.0

### Copyrights:

©Copyright 1991-2013 Dialogic Inc.

## LICENSE AND COPYRIGHT INFORMATION FOR FactorySoft OPC Server Development Toolkit – 1997

Please find the license conditions and copyright notices applicable for FactorySoft OPC Server Development Toolkit – 1997

### Copyrights:

Copyright (c) FactorySoft, INC. 1997, All Rights Reserved

## LICENSE AND COPYRIGHT INFORMATION FOR FarPoint Technologies TabPro – 2.0

Please find the license conditions and copyright notices applicable for FarPoint Technologies TabPro - 2.0

### Copyrights:

Copyright © 1996-1997 FarPoint Technologies, Inc.

## LICENSE AND COPYRIGHT INFORMATION FOR FOSS Software Prof-UIS – 2.23

Please find the license conditions and copyright notices applicable for FOSS Software Prof-UIS – 2.23

### Copyrights:

© 2001-2004 FOSS Software, Inc.

## LICENSE AND COPYRIGHT INFORMATION FOR IEC Intelligent Technologies PEAK – 3.0

Please find the license conditions and copyright notices applicable for IEC Intelligent Technologies PEAK –3.0

### Copyrights:

Copyright 1993-2001, All rights reserved:  
IEC Intelligent Technologies  
607 Tenth Street, Suite 203  
Golden, CO 80401  
303.277.1503  
Peak Components is a trademark of IEC Intelligent Technologies.

## LICENSE AND COPYRIGHT INFORMATION FOR Infragistics ScheduleX – 8.0

Please find the license conditions and copyright notices applicable for Infragistics ScheduleX – 8.0

### Copyrights:

©1992-2013 Infragistics, Inc.

## LICENSE AND COPYRIGHT INFORMATION FOR Installshield – 2012

Please find the license conditions and copyright notices applicable for Installshield – 2012

### Copyrights:

© 2012 Flexera Software LLC.

## LICENSE AND COPYRIGHT INFORMATION FOR Microsoft .NET Framework – 2.0 SP2

Please find the license conditions and copyright notices applicable for Microsoft .NET Framework - 2.0 SP2

### Copyrights:

©2013 Microsoft

## LICENSE AND COPYRIGHT INFORMATION FOR Microsoft .NET Framework – 4.0

Please find the license conditions and copyright notices applicable for Microsoft .NET Framework – 4.0

### Copyrights:

©2013 Microsoft

**LICENSE AND COPYRIGHT INFORMATION FOR Microsoft ASPnet\_setreg.exe – 1.0.3705.410**

*Please find the license conditions and copyright notices applicable for Microsoft ASPnet\_setreg.exe - 1.0.3705.410*

**Copyrights:**

©2013 Microsoft

**LICENSE AND COPYRIGHT INFORMATION FOR Microsoft MSDN Query Status Dialog Sample Code – 4.1**

*Please find the license conditions and copyright notices applicable for Microsoft MSDN Query Status Dialog Sample Code – 4.1*

**Copyrights:**

©2013 Microsoft

**LICENSE AND COPYRIGHT INFORMATION FOR Microsoft MSDN RowList Sample Code – 4.1**

*Please find the license conditions and copyright notices applicable for Microsoft MSDN RowList Sample Code – 4.1*

**Copyrights:**

©2013 Microsoft

**LICENSE AND COPYRIGHT INFORMATION FOR Microsoft Visual C++ Redistributables – 2008**

*Please find the license conditions and copyright notices applicable for Microsoft Visual C++ Redistributables – 2008*

**Copyrights:**

©2013 Microsoft

**LICENSE AND COPYRIGHT INFORMATION FOR Microsoft Visual C++ Redistributables – 2010**

*Please find the license conditions and copyright notices applicable for Microsoft Visual C++ Redistributables – 2010*

**Copyrights:**

©2013 Microsoft

**LICENSE AND COPYRIGHT INFORMATION FOR Microsoft Visual Studio 98 Redistributables – 98**

*Please find the license conditions and copyright notices applicable for Microsoft Visual Studio 98 Redistributables – 98*

**Copyrights:**

©2013 Microsoft

## LICENSE AND COPYRIGHT INFORMATION FOR Objectivity/DB – 11.2

*Please find the license conditions and copyright notices applicable for Objectivity/DB – 11.2*

### **Copyrights:**

*Copyright 2003, 2015 Objectivity, Inc.*

## LICENSE AND COPYRIGHT INFORMATION FOR Objectivity/DB – 9.4

*Please find the license conditions and copyright notices applicable for Objectivity/DB – 9.4*

### **Copyrights:**

*Copyright 2003, 2010 Objectivity, Inc.*

## LICENSE AND COPYRIGHT INFORMATION FOR Oracle Java SE Development Kit – 1.7.0\_71

*Please find the license conditions and copyright notices applicable for Oracle Java SE Development Kit – 1.7.0\_71*

### **Copyrights:**

*Copyright © 1993, 2014 Oracle and/or its affiliates  
All rights reserved.*

## LICENSE AND COPYRIGHT INFORMATION FOR ProtoView Data Table Custom Control – 2.0

*Please find the license conditions and copyright notices applicable for ProtoView Data Table Custom Control – 2.0*

### **Copyrights:**

*©1992-2013 Infragistics, Inc.*

## LICENSE AND COPYRIGHT INFORMATION FOR PSWinCom Components Suite – 2.0 Customized

*Please find the license conditions and copyright notices applicable for PSWinCom Components Suite – 2.0 Customized*

### **Copyrights:**

*Copyright 1998-2001 ProduktivData*

## LICENSE AND COPYRIGHT INFORMATION FOR Quiksoft EasyMail Objects – 5.0

*Please find the license conditions and copyright notices applicable for Quiksoft EasyMail Objects – 5.0*

### **Copyrights:**

*©2013 Quiksoft Corporation*

### LICENSE AND COPYRIGHT INFORMATION FOR Rogue Wave Tools.h++ Professional – 6.1.0

Please find the license conditions and copyright notices applicable for Rogue Wave Tools.h++ Professional – 6.1.0

**Copyrights:**

2002-2013 Rogue Wave Software, Inc.

### LICENSE AND COPYRIGHT INFORMATION FOR SafeNet Rainbow Technologies Sentinel LM – 7.2.0

Please find the license conditions and copyright notices applicable for SafeNet Rainbow Technologies Sentinel LM – 7.2.0

**Copyrights:**

Copyright 1983-2013 SafeNet, Inc.

### LICENSE AND COPYRIGHT INFORMATION FOR ScanSoft RealSpeak Telephony – 3.5

Please find the license conditions and copyright notices applicable for ScanSoft RealSpeak Telephony – 3.5

**Copyrights:**

© 2013 Nuance Communications, Inc.

### LICENSE AND COPYRIGHT INFORMATION FOR Sheridan Calendar Widgets – 1.0f

Please find the license conditions and copyright notices applicable for Sheridan Calendar Widgets – 1.0f

**Copyrights:**

©1992-2013 Infragistics, Inc.

### LICENSE AND COPYRIGHT INFORMATION FOR Snowbound Software RasterMaster – 9.0

Please find the license conditions and copyright notices applicable for Snowbound Software RasterMaster – 9.0

**Copyrights:**

Copyright © 2013 Snowbound Software