Source Code License Agreement (SCLA)

Version 1.20





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Preamble

This Software and Source Code License Agreement ("AGREEMENT") is a legal agreement between You, the "LICENSEE", and Technosoftware GmbH (“TECHNOSOFTWARE”) from whom LICENSEE acquired the software product(s) ("SOFTWARE"), as it is described in Attachment A.

The license(s) granted herein are granted pursuant to a purchase order submitted by you, the LICENSEE for the purchase of an appropriate number of licenses to certain TECHNOSOFTWARE software products to be used by the LICENSEE and, if applicable, by the LICENSEE's employees, subcontractors or other agents in performing services for the LICENSEE (such employees, subcontractors and agents are collectively referred to herein as "SOFTWARE DEVELOPERS"). By installing, copying or otherwise using the software or its accompanying materials the LICENSEE agrees to be bound by, and to require each of its SOFTWARE DEVELOPERS to be bound by, the terms of this AGREEMENT. If you do not agree with the terms of this AGREEMENT, TECHNOSOFTWARE is unwilling to license the SOFTWARE to you. In such event, you may not use or copy the SOFTWARE, and you should promptly contact TECHNOSOFTWARE for instructions on return of the unused product(s) for a refund.

If you have obtained the SOFTWARE for evaluation purposes and you have not purchased the necessary licenses, then you are only authorized to install and use the SOFTWARE for the sole purpose of evaluating its functionality and performance. You may not integrate the SOFTWARE into products or use it for any commercial or production purpose. You may not redistribute the SOFTWARE.

The enclosed software, including, but not limited to, one or more of the following: source code, object code, dynamic link libraries, statically linked libraries, executables, header files, sample programs, utility programs, Makefiles, project files and scripts (collectively, the "SOFTWARE") and all user documentation related thereto (the "DOCUMENTATION") is owned by TECHNOSOFTWARE or its suppliers and is protected by Swiss copyright laws and international treaties. The SOFTWARE is licensed, not sold. The LICENSEE may use the SOFTWARE on any number of computers only in accordance with the terms and conditions set forth in this AGREEMENT.



1. License Grant

Subject to the terms and conditions set forth herein, the LICENSEE shall have the nonexclusive, non-transferable right to:

a) Incorporate the dynamic link libraries, statically linked libraries and executables of the SOFTWARE into the application products that the SOFTWARE DEVELOPERS develop.
b) Modify (i.e. modify the source code and rebuild) the dynamic link libraries, statically linked libraries and executables of the SOFTWARE and incorporate the modified libraries and executables into the application products that the SOFTWARE DEVELOPERS develop.
c) Make and distribute copies of the dynamic link libraries, statically linked libraries and executables, in their original form and/or as modified and/or rebuilt by LICENSEE, as incorporated into application products that the SOFTWARE DEVELOPERS develop in accordance with the terms of this AGREEMENT, provided that the SOFTWARE, or other TECHNOSOFTWARE products, do not constitute a major portion of the value of such application products.
d) Make an unlimited number of copies (either in hardcopy or electronic form) of the DOCUMENTATION delivered by TECHNOSOFTWARE electronically, provided that such copies shall be used solely for internal purposes and shall not be republished or distributed to any third party.

LICENSEE shall be under no obligation to disclose the source code (to TECHNOSOFTWARE or to any third parties) to applications it develops under this Agreement that use libraries, executables or source code licensed from TECHNOSOFTWARE.



2. Restrictions

Unless expressly permitted under this AGREEMENT or otherwise by TECHNOSOFTWARE, LICENSEE will not:

a) Distribute in any manner any of the header files, source code, SAMPLE CODE, Makefiles, object modules or independent static libraries of the SOFTWARE or any portion thereof.
b) Use, copy, merge or compile all or any portion of the source code or object code of the SOFTWARE except as expressly provided in this AGREEMENT.
c) Alter, remove or cover proprietary notices in or on the SOFTWARE, related documentation or storage media.
d) Distribute any portion of the SOFTWARE or any derivative of any portion of the SOFTWARE in a software development product or otherwise in competition with TECHNOSOFTWARE.
e) Decompile, disassemble or reverse engineer any object code form of any portion of the SOFTWARE.
f) Rent, lease, license, transfer or otherwise provide access to the SOFTWARE or related components.
g) Disclose any source code of the SOFTWARE or any portion thereof to any person or entity.
h) Alter, circumvent, remove, disable or otherwise interfere with any license validation and enforcement mechanism in the SOFTWARE.

The number of SOFTWARE DEVELOPERS using the SOFTWARE must not exceed the total number of software developers that LICENSEE has purchased developer licenses for, as specified in the purchase order(s). For the purpose of this AGREEMENT, “using” means directly calling the programming interfaces of SOFTWARE, or otherwise incorporating the source code of SOFTWARE, in its original form or as modified and/or rebuilt by LICENSEE, or parts thereof into LICENSEE’s software.

The source code of the SOFTWARE is an asset of TECHNOSOFTWARE. The LICENSEE hereby agrees to keep all source code of the SOFTWARE in strict confidence and to require each of its SOFTWARE DEVELOPERS to keep all source code of the SOFTWARE in strict confidence. Neither the LICENSEE nor any SOFTWARE DEVELOPERS may transfer or assign the SOFTWARE or its rights under this AGREEMENT.

3. Warranty

The SOFTWARE and the DOCUMENTATION are provided "as is." TECHNOSOFTWARE points out expressly that with state-of-the-art technology it is not possible to develop computer programs that will function flawlessly under all conceivable circumstances. The object of the warranty provided by TECHNOSOFTWARE is therefore software that will generally function as described in the program description.

TECHNOSOFTWARE warrants to LICENSEE that the unaltered SOFTWARE will substantially perform the functions described in the DOCUMENTATION for a period of 90 days after the date of delivery of the SOFTWARE to the LICENSEE. TECHNOSOFTWARE' sole obligation under this warranty shall be limited to using reasonable efforts to correct material, documented, reproducible defects in the unaltered SOFTWARE that the LICENSEE describes and documents to TECHNOSOFTWARE during the 90-day period. In the event that TECHNOSOFTWARE fails to correct a material, documented, reproducible defect within a reasonable period, TECHNOSOFTWARE may, at TECHNOSOFTWARE' discretion, either replace the defective SOFTWARE, or refund to you the amount that you paid TECHNOSOFTWARE for the defective SOFTWARE and cancel this AGREEMENT and the licenses granted herein.

In such event, the LICENSEE shall promptly destroy all copies of the SOFTWARE and DOCUMENTATION in the LICENSEE's possession or control.

The warranty is immediately voided if the LICENSEE makes any modifications to the SOFTWARE or uses the SOFTWARE on an environment (hardware, operating system, etc.) not approved by TECHNOSOFTWARE or set forth in the DOCUMENTATION. In particular, TECHNOSOFTWARE assumes no liability for errors, malfunctions or damage due to improper use, modified operating system components and versions, interfaces and parameters, use of unsuitable organizational media and data carriers, if any are provided for, abnormal operating conditions (especially different installation and storage conditions), or to damage incurred in transit. Except as specifically provided in the paragraph immediately above, TECHNOSOFTWARE makes no warranty, express or implied, including, but not limited to, any warranty of merchantability, non-infringement or fitness for a particular purpose.

4. Limitations of Liability

In no event will either party (or its officers, employees, suppliers, distributors, or licensors: collectively "Its Representatives") be liable to the other party for any indirect, incidental, special or consequential damages whatsoever, including but not limited to loss of revenue, lost or damaged data or other commercial or economic loss, arising out of any breach of this AGREEMENT, any use or inability to use the SOFTWARE or any claim made by a third party, even if either party (or Its Representatives) have been advised of the possibility of such damage or claim. In no event will the aggregate liability of TECHNOSOFTWARE (or that of Its Representatives) for any damages or claim, whether in contract, tort or otherwise, exceed the amount paid by LICENSEE for the SOFTWARE.

These limitations shall apply whether or not the alleged breach or default is a breach of a fundamental condition or term, or a fundamental breach. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, or certain limitations of implied warranties. Therefore, the above limitation may not apply.

NOTWITHSTANDING THE PARAGRAPHS ABOVE, THE FOREGOING SHALL NOT LIMIT THE INDEMNIFICATION OBLIGATIONS OR HOLD HARMLESS OBLIGATIONS SET FORTH IN THIS AGREEMENT.

5. Term and Termination

The term of this AGREEMENT is perpetual. However, this AGREEMENT (including all of the licenses granted herein) will terminate automatically and immediately in the event of any material breach of its terms or conditions by a party if not corrected within 30 days of the breaching party's receipt of a written notice describing the breach. In no case shall accidental disclosure of licensed source code or theft of LICENSEE'S computers containing said licensed source code be a cause for termination of this AGREEMENT. In the event of such termination, LICENSEE shall promptly destroy all copies of the SOFTWARE and DOCUMENTATION in his or her possession or control.

6. Technical Support

TECHNOSOFTWARE has no obligation under this AGREEMENT to provide maintenance, support or training.

7. Copyright Notices

LICENSEE shall display the following copyright notice either at application startup, in the application's "about box", or in the accompanying documentation: "This product contains software licensed from Technosoftware GmbH. Copyright © 2011-2020 by Technosoftware GmbH."

8. Concluding Terms

a) **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of Switzerland without reference to its conflict of laws principles. The United Nations Convention on the Sales of Goods is not applicable and is expressly disclaimed. Place of jurisdiction is 5235 Rüfenach, Switzerland.

b) **Public Reference**. LICENSEE consents to the public use of its name as a reference of TECHNOSOFTWARE, unless LICENSEE notifies TECHNOSOFTWARE in writing that it withholds such consent.

c) **Modification**. This Agreement may not be modified or amended except by written notice, which is signed by authorized representatives of each of the parties.

d) **No Waiver**. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

e) **Equitable Remedies**. The parties recognize that money damages may not be an adequate remedy for any breach of any obligation hereunder by LICENSEE involving TECHNOSOFTWARE's intellectual property or use of the SOFTWARE beyond the scope of the license granted by this Agreement. The parties therefore agree that in addition to any other remedies available hereunder, by law or otherwise, TECHNOSOFTWARE and any third party from whom TECHNOSOFTWARE has licensed software or technology may be entitled to seek injunctive relief against any such continued breach by LICENSEE of such obligations.

f) **Arbitration.** All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The substantive law of Switzerland shall be applicable. The place of arbitration shall be 5235 Rüfenach, Switzerland. The language to be used in the arbitral proceedings shall be German.

g) **Written Notice**. Any written notice from one party to the other required by this Agreement shall be deemed made on the date of mailing if sent by certified mail or overnight courier and addressed to the address specified below. Written notice sent by any other means shall be deemed made on the

date it is received by the party to whom it is directed. Notice sent by facsimile or by electronic mail shall not be deemed “written notice” as contemplated by this Agreement.

h) **Entire Agreement**. This Agreement, including its Attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written promises or agreements. There are no promises, covenants or undertakings other than those expressly set forth in this Agreement. This Agreement can be superseded by a mutually agreed to written contract.

i) **No Election of Remedies**. The pursuit by either party of any remedy to which it is entitled at any time shall not be deemed an election of remedies or waiver of the right to pursue any other remedies to which it may be entitled.

j) **Independent Contractors**. Nothing in this Agreement shall be deemed or construed by the parties or by any other entity to create an agency, partnership or joint venture between LICENSEE and TECHNOSOFTWARE.

k) **Severability**. Should individually terms of this contract be or become inoperative, this will not affect the remaining terms of this contract. The parties to the contract will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms.

l) **Attachments**. Attachment A hereto are incorporated into and made part of this Agreement.

Attachment A

Subject to inclusion of the respective SOFTWARE items in the Purchase Order, TECHNOSOFTWARE shall furnish LICENSEE with the SOFTWARE, as described below. SOFTWARE will be made available for download in machine-readable source code form by electronic file transfer. The DOCUMENTATION will be delivered electronically in machine- readable form suitable for online viewing and printing. LICENSEE may copy, print, or reproduce the DOCUMENTATION without restriction, provided that all copyright and other proprietary notices are reproduced substantially similar to the originals.

Product	**Description**
OPC UA Solutions	The **OPC UA Solutions** are based on the OPC Foundation stack with several enhancements to make the development smooth and efficient. While we use these solutions mainly in our own services it is also possible to use it in your own development. Develop OPC UA compliant Clients & servers with C# targeting .NET 10.0, .NET 9.0 and .NET 8.0. For backward compatibility we also provide .NET 4.8 and .NET 4.7.2 support. Delivery of the source code of the libraries, samples and documentation is available at https://github.com/technosoftware-gmbh/UaSolutions
OPC Classic Client Solutions	The **OPC Classic Client Solutions** offers a fast and easy access to the OPC Classic Client technology. Develop OPC DA, OPC AE and OPC HDA compliant Clients with C# targeting .NET 10.0, .NET 9.0 and .NET 8.0. For backward compatibility we also provide .NET 4.8 and .NET 4.7.2 support. Delivery of the source code of the libraries, samples and documentation is available at https://github.com/technosoftware-gmbh/ClassicClientSolutions

Why Technosoftware GmbH?...

- Professionalism
  Technosoftware GmbH is, measured by the number of employees, truly not a big company. However, when it comes to flexibility, service quality, and adherence to schedules and reliability, we are surely a great company which can compete against the so-called leaders in the industry. And this is THE crucial point for our customers.

- Continuous progress
  Lifelong learning and continuing education are, especially in the information technology, essential for future success. Concerning our customers, we will constantly be accepting new challenges and exceeding their requirements again and again. We will continue to do everything to fulfill the needs of our customers and to meet our own standards.

- High Quality of Work
  We reach this by a small, competent and dynamic team of coworkers, which apart from the satisfaction of the customer; take care of a high quality of work. We concern the steps necessary for it together with consideration of the customers' requirements.

- Support
  We support you in all phases – consultation, direction of the project, analysis, architecture & design, implementation, test and maintenance. You decide on the integration of our coworkers in your project, for an entire project or for selected phases.

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