

Other Component Agreement README for APOGEE Firmware for the versions V2.8.6, V3.2.2, V3.2.3 and V3.2.4

Embedded in, or bundled with, this product are open source software (OSS) components and other third party components identified below. You may receive a copy of, distribute and/or modify any open source code for the OSS component under the terms of their respective licenses, which may be GNU General Public License, the GNU Lesser General Public License, the modified BSD license and the MIT license. In the event of conflicts between Siemens license conditions and the Open Source Software license conditions, the Open Source Software conditions shall prevail with respect to the Open Source Software portions of the software. You are permitted to modify proprietary components originating from Siemens and to engage in reverse engineering for purposes of debugging such modifications, to the extent such components are linked to libraries licensed under the GNU Lesser General Public License. You are not permitted to distribute information resulting from such reverse engineering or to distribute the modified proprietary components. Your rights to modify proprietary components originating from parties other than Siemens are governed by the respective third party's license conditions.

On written request within three years from the date of product purchase and against payment of our expenses, Siemens will supply source code for any OSS component identified below in linewith the terms of the applicable license.

For this, please contact us at:

*Siemens Schweiz AG
Building Technologies Group
Intellectual Property
Gubelstraße 22
CH 6300 Zug
Switzerland*

Generally, the identified OSS components are distributed in the hope that they will be useful, but WITHOUT ANY WARRANTY, without even implied warranty such as for MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, and without liability for any Siemens entity other than as explicitly documented in your purchase contract.

1. Open Source Software (OSS) Components

All open source software components used within the product are listed below (including their copyright holders and the license conditions).

For OSS components having different portions released under different licenses, refer to the included Upstream Resources Internet website location(s) specified for each of the respective OSS components for identifications of code files released under the identified licenses.

1.1 TinyXML - 2.3.3

Upstream Resources:

<http://tinyxml.sourceforge.net/>

Copyrights:

copyright (c) 2000-2006 Lee Thomason (www.grinninglizard.com)

Licenses:

Portions of the code are released under a Zlib license

Zlib license

zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.2, October 3rd, 2004

Copyright (C) 1995-2004 Jean-loup Gailly and Mark Adler

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.

Jean-loup Gailly jloup@gzip.org

Mark Adler madler@alumni.caltech.edu

1.2 gzip - 1.2.4

Upstream Resources:

<http://www.gzip.org/>

Copyrights:

Copyright (C) 1992-1993 Jean-loup Gailly

Licenses:

Portions of the code are released under the GPL V2 license

Portions of the code are released under a "modification allowance hint" as spelled out below.

GNU GENERAL PUBLIC LICENSE, Version 2, June 1991
Copyright (C) 1989, 1991 Free Software Foundation, Inc.
51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Lesser General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

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

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program. If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software

Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

"Modification allowance hint":

You can do whatever you like with this source file, though I would prefer that if you modify it and redistribute it that you include comments to that effect with your name and the date. Thank you.

2. Third Party Components Licensed by Siemens

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

2.1 Mentor Graphics Nucleus Plus - 1.15.3

Upstream Resources:

<http://www.mentor.com/>

Copyrights:

Copyright (c) 1993-2001 Accelerated Technology, Inc.
Copyright MGC 2004 - Nucleus PLUS - MPC852 Diab C/C
Copyright MGC 2004 - Nucleus PLUS - MPC860 Diab C/C
Copyright Mentor Graphics Corporation 2002, 2004. All Rights Reserved.

2.2 Mentor Graphics Nucleus Net - 5.1

Upstream Resources:

<http://www.mentor.com/>

Copyrights:

Copyright Mentor Graphics Corporation 2002. All Rights Reserved.
Copyright (C) 1991-2, RSA Data Security, Inc. Created 1991. All rights reserved [see 2]
Copyright (c) 1999 - 2000 Kungliga Tekniska [see 3]

Licenses:

The third party component contains the following OSS licenses:

- 1. Portions of the code are released under a BSD type license*
- 2. Portions of the code are released under a license of RSA Data Security, Inc.*
- 3. Portions of the code are released under a license of Royal Institute of Technology, Stockholm, Sweden*

BSD type license:

License to copy and use this software is granted provided that it is identified as the "RSA Data Security, Inc. MD5 Message-Digest Algorithm" in all material mentioning or referencing this software or this function.

License is also granted to make and use derivative works provided that such works are identified as "derived from the RSA Data Security, Inc. MD5 Message-Digest Algorithm" in all material mentioning or referencing the derived work.

RSA Data Security, Inc. makes no representations concerning either the merchantability of this software or the suitability of this software for any particular purpose. It is provided "as is" without express or implied warranty of any kind.

These notices must be retained in any copies of any part of this documentation and/or software.

License of RSA Data Security, Inc.:

Copyright (C) 1991-2, RSA Data Security, Inc. Created 1991. All rights reserved.

License to copy and use this software is granted provided that it is identified as the "RSA Data Security, Inc. MD5 Message-Digest Algorithm" in all material mentioning or referencing this software or this function.

License is also granted to make and use derivative works provided that such works are identified as "derived from the RSA Data Security, Inc. MD5 Message-Digest Algorithm" in all material mentioning or referencing the derived work.

RSA Data Security, Inc. makes no representations concerning either the merchantability of this software or the suitability of this software for any particular purpose. It is provided "as is" without express or implied warranty of any kind.

These notices must be retained in any copies of any part of this documentation and/or software.

License of Royal Institute of Technology, Stockholm, Sweden:

Copyright (c) 1999 - 2000 Kungliga Tekniska Högskolan (Royal Institute of Technology, Stockholm, Sweden). All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.*
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.*
- 3. Neither the name of the Institute nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.*

2.3 IEC Intelligent Technologies PEAK - 3.14

Upstream Resources:

<http://www.ieclon.com/>

Copyrights:

Copyright 1993-2002, All rights reserved :IEC Intelligent Technologies 607 Tenth Street, Suite 203 Golden, CO 80401
303.277.1503

Echelon Corp. All rights reserved

Copyright (C) 1997 by Joerg Koenig and the ADG mbH, Mannheim, Germany // All rights reserved [see 1]

Copyright (c) 1998 by Pensar Corporation

Copyright (c) 1993-1999, Parsifal Software. All Rights Reserved.

Licenses:

The third party component contains the following OSS licenses:

1. Portions of the code are released under a license from Joerg Koenig and the ADG mbH

License from Joerg Koenig and the ADG mbH, Mannheim, Germany // Copyright (C) 1997 by Joerg Koenig and the ADG mbH,
Mannheim, Germany

All rights reserved

Distribute freely, except: don't remove my name from the source or documentation (don't take credit for my work), mark your changes (don't get me blamed for your possible bugs), don't alter or remove this notice.

No warrantee of any kind, express or implied, is included with this software; use at your own risk, responsibility for damages (if any) to anyone resulting from the use of this software rests entirely with the user.

Send bug reports, bug fixes, enhancements, requests, flames, etc., and I'll try to keep a version up to date. I can be reached as follows:

J.Koenig@adg.de (company site)

Joerg.Koenig@rhein-neckar.de (private site)

MODIFIED BY TODD C. WILSON FOR THE ROAD RUNNER NT LOGIN SERVICE.

HOWEVER, THESE MODIFICATIONS ARE BROADER IN SCOPE AND USAGE AND CAN BE USED IN OTHER PROJECTS WITH NO CHANGES.

MODIFIED LINES FLAGGED/BRACKETED BY "///
TCW MOD"

2.4 ECHELON Corporation LONstack - 1

Upstream Resources:

<http://www.echelon.com/>

Copyrights:

Copyright (c) 1991, 1998 by Echelon Corporation.

2.5 PENSAR Corporation LON Drivers - 1

Upstream Resources:

<http://www.mesh-systems.com/>

Copyrights:

Echelon Corp. All rights reserved
Copyright (c) 1998 by Pensar Corporation

2.6 Cimetrics BACstac - 4.3

Upstream Resources:

<http://www.cimetrics.com/>

Copyrights:

Copyright (c) 1996-2006 by Cimetrics Inc. All rights reserved.

2.7 CyboSoft Model Free Adaptive Algorithm (MFA) - 1.72

Upstream Resources:

<http://www.cybosoft.com/>

Copyrights:

Copyright 2003 - 2007 CyboSoft, General Cybernation Group, In

2.8 Flexera flexIm embedded - 1.2.0.0

Upstream Resources:

<http://www.flexerasoftware.com/>

Copyrights

Copyright (c) 1988-2007 Macrovision Europe Ltd. and/or Macrovision Corporation. All Rights Reserved.
Copyright Flexera Software LLC. All Rights Reserved.

2.9 Micro Digital smxFSFile - 2.09

Upstream Resources:

<http://www.smxrtos.com/>

Copyrights:

Copyright (c) 2004-2009 Micro Digital Inc. * All rights reserved.

2.10 Micro Digital smxUSB - 2.35

Upstream Resources:

<http://www.smxrtos.com/>

Copyrights:

Copyright (c) 1998-2009 Micro Digital Associates, Inc. All Rights Reserved.

2.11 Micro Digital smxUSBH - 2.36

Upstream Resources:

<http://www.smxrtos.com/>

Copyrights:

Copyright (c) 2005-2009 Micro Digital Inc. All rights reserved.