

## **3rd Party Software Agreement README for TALON CONFIGURATOR**

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.

### **I. 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. CodeGuru MSXML C++ Wrapper Class – Version 2.0**

Upstream Resources: <http://www.codeguru.com/cpp/data/data-misc/xml/article.php/c4575/MSXML-C-Wrapper-Class.htm>

Copyrights:

Copyright 2015 QuinStreet Inc. All Rights Reserved.

Licenses:

#### **Permissions**

As you know, this site is a valuable resource for the developer community. Please note, however, that to avoid legal complications, we need to obtain your permission to use any computer code and any related materials ("resources") that you are providing to us. Accordingly, by submitting any such resource to CodeGuru, you grant to QuinStreet a nonexclusive, worldwide, perpetual license to reproduce, distribute, adapt, perform, display, and sublicense the submitted resource (in both object and source code formats, as well as on and off the Web), and you acknowledge that you have the authority to grant such rights to QuinStreet.

By submitting the resource, you also 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!**

ALSO, IN MAKING THE RESOURCE AVAILABLE TO OTHER SITE VISITORS FOR DOWNLOADING, QUINNSTREET WILL INFORM SUCH OTHER VISITORS THAT, ALTHOUGH THEY MAY DOWNLOAD ANY RESOURCES FOR COMMERCIAL OR NONCOMMERCIAL USES, THEY MAY NOT REPUBLISH THE SOURCE CODE SO THAT IT IS ACCESSIBLE TO THE PUBLIC WITHOUT FIRST OBTAINING THE COPYRIGHT OWNER'S PERMISSION.

#### **Are there any usage restrictions or is the code on your site considered open source?**

Within the [submission guidelines](#) on CodeGuru there is a lot of information about posting as well as a [Permissions paragraph](#). This paragraph tells you what people agreed to when they uploaded code, resources, or an article. To answer this question, submitted code has been provided with the understanding that others may use it in both, personal and corporate, applications. If you use the code, you should honor any copyright notices and other similar information that may be stated within the given code. As the fine print on nearly every site says and as it states on the [general site usage notes](#), use of any code is at your own risk.

#### **2. Data Mechanix CSizingControlBar 2.45**

Upstream Resources:

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

Copyrights:

*Copyright (c) 1998-2010 by Cristi Posea. All rights reserved.*

Licenses:

This code is free for personal and commercial use, providing the copyright notice remains intact in the source files and all eventual changes are clearly marked with comments.

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.

#### **3. Microsoft Developer Network DBFetch Sample – October, 2001**

Upstream Resources:

[http://msdn.microsoft.com/en-us/library/aa232542\(v=vs.60\).aspx](http://msdn.microsoft.com/en-us/library/aa232542(v=vs.60).aspx)

Copyrights:

*Copyright (C) 1992-1998 Microsoft Corporation. All rights reserved.*

Licenses:

##### **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.

## *II. 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.*

### *1 Adobe Acrobat SDK for Windows – Version 9.1*

*Upstream Resources*

*<http://www.adobe.com>*

*Copyrights:*

*Copyright © 2015 Adobe Systems Incorporated. All rights reserved.*

### *2 Autodesk ObjectARX - Version 2015*

*Upstream Resources:*

*<http://usa.autodesk.com/adsk/servlet/index?id=773204&siteID=123112>*

*Copyrights:*

*© Copyright 2015 Autodesk, Inc. All rights reserved.*

### *3 Autodesk RealDWG - Version 2015*

*Upstream Resources:*

*<http://usa.autodesk.com/adsk/servlet/index?siteID=123112&id=770257>*

*Copyrights:*

*© Copyright 2015 Autodesk, Inc. All rights reserved*

### *4 CrypKey SDK- Version 7.6 Build 7603*

*Upstream Resources:*

*<http://www.crypkey.com>*

*Copyrights:*

*Copyright ©1992-2007, CrypKey (Canada) Inc. All rights reserved  
Copyright 1989-2000 PKWARE Inc. All Rights Reserved  
Copyright 1998 PKWARE Inc., All Rights Reserved*

### *5 Microsoft .NET Framework- Version 4.5.2*

*Upstream Resources:*

*<http://www.microsoft.com>*

*Copyrights:*

*Copyright © 2015, Microsoft Corporation. All rights reserved.*

6 Microsoft SQL Server –Version 2008 R2 SP2 Express Edition

Upstream Resources:

<http://www.microsoft.com>

Copyrights:

Copyright © 2008, Microsoft Corporation. All rights reserved.

7 Microsoft Visual Studio 2012 Redistributables

Upstream Resources:

<http://www.microsoft.com>

Copyrights:

Copyright © 2015, Microsoft Corporation. All rights reserved.

8 SAP Crystal Reports for Microsoft Visual Studio – Support Pack 10

Upstream Resources:

<http://www.sap.com/solution/sme/software/analytics/crystal-visual-studio/index.html>

Copyrights:

© 2014 SAP SE or an SAP affiliate company. All rights reserved.

License agreement:

End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the SAP Crystal Report Runtime Product or the report file (.RPT) format;

End User agrees not to distribute the SAP Crystal Report Runtime Product to any third party;

End User agrees not to use the SAP Crystal Report Runtime Product to create for distribution a product that is generally competitive with SAP product offerings;

End User agrees not to use the SAP Crystal Report Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;

End User agrees not to use the SAP Crystal Reports on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;

SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE. Suppliers reserve all rights not expressly granted to you. computers as part of executing the Software. you are in violation of this Agreement.