

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

### Third-Party Software Information

This product, solution or service ("Smart Thermostat" or "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

Smart Thermostat

SIEMENS may charge a handling fee of up to 5 EUR to fulfil 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 |
|-----------|-------------------------------|--------------------------|--|
|-----------|-------------------------------|--------------------------|--|

## Readme for 3rd Party Software

---

|   |     |  |  |
|---|-----|--|--|
| <i>libqrencode - 3.4.4</i>                      | Yes |  | <a href="#"><u>LICENSE AND COPYRIGHT INFORMATION FOR COMPONENT <i>libqrencode - 3.4.4</i></u></a>                      |
| <i>OpenRTOS - 7.5.2 - for TM4C1xx &amp; GCC</i> | No  |  | <a href="#"><u>LICENSE AND COPYRIGHT INFORMATION FOR COMPONENT <i>OpenRTOS - 7.5.2 - for TM4C1xx &amp; GCC</i></u></a> |
| <i>tinyXML - 2.5.2</i>                          | Yes |  | <a href="#"><u>LICENSE AND COPYRIGHT INFORMATION FOR COMPONENT <i>tinyXML - 2.5.2</i></u></a>                          |

### LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR libqrencode - 3.4.4

Please find the license conditions and copyright notices applicable for libqrencode - 3.4.4

#### License conditions:

GNU LESSER GENERAL PUBLIC LICENSE  
Version 2.1, February 1999  
Copyright (C) 1991, 1999 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.  
[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

**Preamble**  
The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.  
This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.  
When we speak of free software, we are referring to freedom of use, 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 and use pieces of it in new free programs; and that you are informed that you can do these things.  
To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it.  
For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.  
We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.  
To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.  
Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.  
When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.  
We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.  
For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License. In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.  
Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".) "Source code" for a work means the preferred form of the work for making modifications to it. For a library, 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 library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete 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 distribute a copy of this License along with the Library.

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 Library or any portion of it, thus forming a work based on the Library, 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) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.) These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, 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 Library, 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 Library.

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

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2)

in object code or executable form under the terms of Sections 1 and 2 above provided that you 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.

If distribution of 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 satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work.

(Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be 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.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library 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.

9. 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 Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library 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 with this License.

11. 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 Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library 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 Library.

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.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library 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.

13. The Free Software Foundation may publish revised and/or new versions of the Lesser 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 Library 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 Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, 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

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "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 LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. 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 LIBRARY 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 LIBRARY (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 LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

## Readme for 3rd Party Software

---

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin St, Fifth Floor, Boston, MA 02110-1301 USA

This code is taken from Phil Karn's libfec then edited and packed into a pair of .c and .h files.

Copyright (C) 2002, 2003, 2004, 2006 Phil Karn, KA9Q  
(libfec is released under the GNU Lesser General Public License.)

Copyright (C) 2006-2011 Kentaro Fukuchi <kentaro@fukuchi.org>

Common code for intializing a Reed-Solomon control block (char or int symbols)  
Copyright 2004 Phil Karn, KA9Q  
May be used under the terms of the GNU Lesser General Public License (LGPL)

### Copyrights:

Copyright (C) 2002, 2003, 2004, 2006 Phil Karn, KA9Q

Copyright (C) 2006-2011 Kentaro Fukuchi <kentaro@fukuchi.org>

Copyright (C) 2006-2012 Kentaro Fukuchi <kentaro@fukuchi.org>

Copyright (C) 2006-2012 Kentaro Fukuchi

Copyright (C) 2006-2013 Kentaro Fukuchi <kentaro@fukuchi.org>

Copyright 2004 Phil Karn, KA9Q

Copyright 2004, Phil Karn, KA9Q

**LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR OpenRTOS - 7.5.2 - for TM4C1xx & GCC**

Please find the license conditions and copyright notices applicable for OpenRTOS - 7.5.2 - for TM4C1xx & GCC

**License conditions:**

WITTENSTEIN high integrity systems  
a division of WITTENSTEIN aerospace & simulation ltd  
OPENRTOS SOFTWARE LICENCE AGREEMENT  
including  
SUPPORT and MAINTENANCE AGREEMENT  
This Licence Agreement (the Agreement ) is entered into at the date of the last signature in Appendix A (the Effective Date ) by and between the Licensee defined in Appendix A and WITTENSTEIN aerospace & simulation ltd, a corporation registered under the laws of England and trading as WITTENSTEIN high integrity systems ( WHIS ), who are together referred to hereinafter as the Parties.

BACKGROUND  
WHEREAS, WHIS desires to grant the Licensee a licence to use WHIS Software under the conditions set out in this Agreement.  
WHEREAS, the Licensee wishes to use the Software embedded within its Products and agrees to be bound by this Agreement.  
The Software is protected by intellectual property laws and treaties. The Software is licenced not sold.  
NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS  
The following terms have the meanings set forth below:  
1.1 Derivative Works means any port, work, improvement, modification, alteration, enhancement, translation, adaptation of, or documentation, of the Software, in any medium, format or form whatsoever.  
1.2 Software means the WHIS Software in source code and object code as specified in Appendix A and such releases as are provided under a valid Support and Maintenance Agreement between the Licensee and WHIS.  
1.3 User or Licensee is any person, organization or entity modifying the source code of the Software in any form or creating or editing code that uses the Software s Application Programming Interface.  
1.4 Product is the hardware component or device named in Appendix A utilising an application containing the Software and distributed by the Licensee. If a new version or modification of the Product is created that contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product then this is considered a new product under this licence.

2. LICENCE GRANT  
2.1 WHIS hereby grants to the Licensee, under all of WHIS intellectual property rights a perpetual, royalty-free, non-exclusive, worldwide licence to manufacture and have manufactured and distribute the Product incorporating and using the Software listed in Appendix A, AND subject to the restrictions and limitations on use and distribution listed in Appendix A, and detailed in the Licence Grant as follows:  
a) use, modify, enhance, develop and compile the Software and create Derivative Works as a part of the Product s development; b) use, import, export, make or have made, sell, offer for sale and supply copies of the Product incorporating and using the Software and Derivative Works, provided that any distribution of the  
Software or Derivative Works thereof (other than to contractors of the Licensee) shall be in object code format only for use in or with the Product; c) make as many copies of the Software and Derivative Works as may be necessary to enable the Licensee to use the Software and Derivative Works as permitted under this Clause 2;  
and provided the Licensee does not:  
d) distribute the Software in source code form or as a part of a library that can be linked into third party software; e) copy, reverse engineer all or part of the Software or support, incentivise or encourage others to do so; f) communicate or publish any performance or statistical data specific to the Software.  
.2 The licence grant set forth in this Clause 2 includes the right for the Licensee to use subcontractors to perform any or all of the activities set forth at Clause 2 on behalf of the Licensee provided such subcontractors perform such activities under an agreement with the Licensee that offers the same protection to WHIS as set out in this agreement.

3. OWNERSHIP AND CONFIDENTIALITY  
3.1 Ownership. WHIS retains all rights, title, and interest in and to the Software and Documentation.  
3.2 Confidentiality. Each party will use the same degree of care to protect the confidential information of the other party as it takes with respect to its own confidential information of like or similar importance, but in no event less than reasonable care. The obligations set forth in this Clause 3.2 shall not apply to information that:  
a) was already known to the recipient without any obligation of confidentiality; b) is or becomes available to the public or otherwise part of the public domain without breach of this Agreement; c) is received at any time by the recipient from a third party without an obligation

of confidentiality; d) is disclosed by the disclosing party to a third party without an obligation of confidentiality; or e) which the recipient is required by law to disclose and the recipient gives the disclosing party 8 days'

prior written notice of such disclosure or authorisation of disclosure (or such lesser period as may be reasonable in the circumstances); or f) is independently developed by the recipient.

#### 4. SUPPORT AND MAINTENANCE

4.1 The Support and Maintenance provided by WHIS to the Licensee is set out in Appendix B.

4.2 The period and scope of the support is set out in Appendix C. Appendix C may be reissued at each support renewal without change to the rest of this licence to extend the period of Support and Maintenance.

#### 5. REPRESENTATIONS AND WARRANTIES

5.1 WHIS represents and warrants that:

a) it has all rights and authority to enter into this Agreement and to grant the rights and perform the obligations set forth herein;

b) entering into and performing under this Agreement will not violate any other agreement to which WHIS is a party;

c) to the best of WHIS knowledge the Software does not infringe any third party intellectual property anywhere in the world. Use of the Software does not and will not violate or infringe any copyright, trade secret, trademark, service mark, or other proprietary right. WHIS is not aware of any claims or basis for claims of infringement of other rights of ownership in or to the Software. WHIS shall, at its expense, indemnify, defend and hold Licensee harmless in connection with any claim, or in any suit or proceeding brought or threatened based on a claim that the Software infringes any patent, copyright, intellectual property or other proprietary right, provided WHIS is notified promptly in writing and given sole control of the defence and settlement of any such claim;

d) the Software does not contain any Open Source code distributed under the General Public Licence or similar licences.

e) it shall not be liable for any infringement caused solely by a modification to the Software by Licensee;

5.2 Disclaimer of Warranties. With the exception of matters expressly provided for under the terms of this agreement, the parties disclaim all warranties, representations and conditions that are implied, whether by statute, common law or otherwise, including, without limitation, any implied warranty as to satisfactory quality or fitness for a particular purpose.

#### 6. TERM AND TERMINATION

6.1 Termination. Without prejudice to any other right or remedy which may be available to it, either party may terminate this Agreement by giving written notice in the event that the other party commits a material breach of this Agreement and fails to cure such breach (where capable of remedy) within sixty (60) days of receiving written notice thereof from the non-breaching party.

6.2 Licensee Fee. The Licensee shall pay WHIS the licence fee in the amount and in the manner set out in the Order Acknowledgement issued by WHIS. Failure to pay the fee within fourteen (14) days of the agreed timescale will automatically terminate this Agreement and the Licensee must return all the Software and Documentation in its possession and related materials to WHIS immediately.

6.3 Removal of Information. After termination of this Licence the Licensee agrees to destroy or otherwise place out of use all Software and Documentation or materials relating to the Software including Derivative Works until such time as a new valid licence is agreed.

6.4 Survival. Upon termination of this Agreement for any reason, Clauses 1, 3, 4, 7, 8 and 9 shall survive.

#### 7. LIMITATION OF LIABILITY

7.1 In no event will WHIS be liable to the other party for any lost profits, lost revenues or loss of business advantage or any indirect, special, incidental or consequential damages arising out of or related to this Agreement, whether based on breach of contract, tort (including negligence) or otherwise, and whether or not such party has been advised of the possibility of such damage.

7.2 If the Licensee reports that the Software does not provide the functions described in the Documentation then within a period of one year from delivery of the Software to the Licensee, WHIS shall at its sole discretion, rectify the software, issue a patch or other work around.

7.3 Except for the obligations of WHIS in Clause 4 under no circumstances shall the liability of WHIS to the customer exceed the price paid for the Software licence.

7.4 The limitations specified in this Clause 7 shall survive and apply even if any limited remedy specified in this Agreement is found to have failed in its essential purpose.

#### 8. GENERAL PROVISIONS

8.1 Assignment. The Licensee may not assign this Agreement or any rights or obligations hereunder without the prior written consent of WHIS. Consent shall be deemed given when the assignment is to an entity that has become the owner of the Licensee provided the assignee notifies WHIS in writing of the new Licensee Name and Business Unit/Division identity to replace those shown in Appendix A below.

8.2 Notices. All notices required or permitted under this Agreement shall be made in writing and shall be sent by courier service or by registered or certified mail, addressed to the other party.

8.3 Other Activities. Each party reserves the right to be engaged in, solely or jointly with third parties, marketing, development, or other activities with respect to technologies or products which are competitive with technologies or products purchased, used or implemented in

conjunction with this Agreement and the relationship between the parties hereunder shall not prevent any such activities by either party.

8.4 Governing Law. This Agreement shall be governed by, interpreted and construed, and performance hereunder shall be determined in accordance with the laws of England. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. In the event of disputes or claims relating to this Agreement, both parties agree to seek an amicable settlement. Should an amicable settlement not be reached, then any controversy or claim arising out of or in connection with this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by three arbitrators appointed in accordance with said rules. The arbitration shall be held in Zürich, Switzerland and shall be conducted in the English language.

8.5 Relationship of the Parties. Nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venture, partnership or association between WHIS and the Licensee.

8.6 Non-Waiver. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way, or act as a waiver of, the right to require the other party to perform in accordance with this Agreement at any other time, nor shall the waiver of either party of a breach of a provision of this Agreement be held or taken to be a waiver of the provision itself.

8.7 Severability. If any term of this Agreement is held to be invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the parties shall substitute a valid provision with the same intent and economic effect.

8.8 Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.

8.9 Disclosure. The parties agree that a party shall not publicly disclose the terms or content of this Agreement without the prior written approval of the other party.

8.10 Entire Agreement. This Agreement and the documents referred to herein contains the parties' entire understanding with respect to the matters contained herein and supersedes any prior oral or written understandings with respect to the subject matter hereof. There are no promises, covenants or undertakings other than those set forth herein and therein. This Agreement may not be modified except by written amendment signed by both parties.

## 9. PUBLICITY

9.1 Unless otherwise notified by the other Party, both Parties have the right to give favourable reference to the other's use of the Software for marketing and general publicity purposes. Such publicity by either Party shall not make specific reference to any product of the Licensee without the Licensee's approval.

### APPENDIX B - Support and Maintenance Provision

This Appendix defines the Support and Maintenance provided by WHIS to the Licensee for the support period set out in Appendix C. Appendix C may be reissued at each support renewal without change to the rest of this licence to extend the period of the support and maintenance set out in this appendix; the Support and Maintenance Provision (SMP).

#### B.1 ADDITIONAL DEFINITIONS

The following additional definitions are used in this Appendix and shall have the meaning hereby assigned to them unless the context would obviously require otherwise.

B.1.1 Business Days are Monday to Friday from 9:00am to 5:00pm UK time, excluding UK Public holidays.

B.1.2 Documentation means the documents including third party documents specified in the Licence referenced in Appendix C, any documents supplied by WHIS with the Software and such other additional documents as WHIS may supply to the Customer during the term of the SMP.

B.1.3 Error means any behaviour or feature of the Software which causes it not to perform, function or operate in accordance with the Documentation.

B.1.4 Supported User means a User registered to receive support via the WHIS support forum. The maximum number of registered users is given in Appendix C.

B.1.5 Remedy means WHIS's correction of an Error, which will ensure that an identified Error does not reoccur and will restore functionality of the Software set out in the Documentation. The correction may include a work around, or patch as determined by WHIS.

B.1.6 Support Period is the period from the later of the date of payment for the SMP and the Support Activation Date to The Support End Date set out in Appendix C (inclusive).

B.1.7 Support Request or SR means a request for Services issued by a Supported User.

B.1.8 Temporary Remedy means any action by WHIS to alleviate an Error which ensures that reasonable functionality of the Software is restored until a Remedy is implemented.

#### B.2 SCOPE OF AGREEMENT

B.2.1 This Appendix sets out the terms and conditions under which the Licensee purchases, and WHIS provides to the Licensee support and maintenance services for the Software during the Support Period.

B.2.2 Support and maintenance is only provided to the Licensee for the Software defined in Paragraph 1.2 and is restricted by the limitations given in Error! Reference source not found..

B.2.3 Support and maintenance does not cover any modifications to the Software by the Licensee or any third party or any effect of such modifications on unmodified parts of the Software or any part of the Product.

B.2.4 WHIS is under no obligation to provide support and maintenance to a licensee who has not maintained a continuous SMP since taking first delivery of the Software.

B.2.5 The technical approach and location for resolving any Errors shall be determined by WHIS.

B.2.6 Support is only provided to Supported Users who are registered to receive it. The maximum

number of Supported Users under this agreement is defined in Appendix C.

B.2.7 ..

B.2.8 Questions concerning the nature and scope of support and maintenance should be sent to the above email address.

B.3 WHIS S OBLIGATIONS

B.3.1 WHIS undertakes to provide the Services with respect to the Software during the Support Period set out in Appendix C in accordance with the terms of this Appendix.

B.3.2 WHIS shall provide the Services with all reasonable care and skill and in accordance with all applicable laws and regulations and shall ensure that suitably qualified and competent personnel provide the Services as set out in this Appendix.

B.4 LICENSEE S OBLIGATIONS

B.4.1 The Licensee shall take care to nominate as Supported Users persons competent in the use and application of real time operating systems in embedded software applications.

B.4.2 The Licensee s Supported Users shall provide all the data requested by WHIS when making a Support Request (SR) and make all reasonable efforts to support any fault finding or problem resolution process identified by WHIS.

B.5 SUPPORT

B.5.1 WHIS shall provide the Supported Users with support consisting of consultation and advice regarding installation, operation and maintenance of the Software during Business Days. Support does not include training.

B.5.2 This support shall be provided by telephone, email and online for matters registered online using the WHIS SR mechanism.

B.5.3 All communications to the Licensee concerning a Support Request shall be made to the Supported User that has raised it.

B.5.4 Registered Support Requests will be managed by WHIS using a ticket system allowing the Supported Users to view the progress towards resolution of the problem.

B.5.5 When WHIS agrees that the Support Request has identified an Error is shall use its best efforts to find a Temporary Remedy and a Remedy within a reasonable period of time.

B.6 MAINTENANCE

B.6.1 All communications to the Licensee concerning maintenance shall be made initially to the Supported Users. Subsequent communications on a particular topic may be direct between WHIS and the individual responding to the matter in hand on behalf of the Licensee.

B.6.2 WHIS shall provide to the licensee:

- a) Problem resolutions relating to the Software as such resolutions are released.
- b) Updates that adjust the behaviour of Software or wording of the Documentation that WHIS classify as Errors in a currently supported version of the Software or its Documentation,
- c) Modifications, refinements and enhancements to the Software that WHIS elects to incorporate into and make a part of the Software and does not separately price or market; and
- d) New releases of the Software that WHIS elects to make available to its general Licensee base free of charge.

B.6.3 Any Documentation or Software updated, corrected or replaced shall be transmitted electronically to the Licensee except as described in Clause B.6.4.

B.6.4 OpenRTOS updates are supplied by the User downloading them from the FreeRTOS web site.

B.7 WHIS Employees

B.7.1 WHIS alone shall be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of all officers, employees, agents or subcontractors of WHIS involved in the performance of support and maintenance and acknowledges that they are not employees of agents of the Licensee.

B.7.2 Under no circumstances will the Licensee or his agents offer any officer, employee, agent or subcontractor of WHIS any contract of employment or contracted work directly or indirectly during the Support Period or for 12 months after the termination of this SMP without the written permission in advance of WHIS.

OpenRTOS V7.5.2 Copyright (C) Real Time Engineers ltd. All rights reserved.  
OpenRTOS is distributed exclusively by Wittenstein High Integrity Systems, and is subject to the terms of the License granted to your organization, including its warranties and limitations on distribution. It cannot be copied or reproduced in any way except as permitted by the License. Licenses are issued for each concurrent user working on a specified product line.  
WITTENSTEIN high integrity systems is a trading name of WITTENSTEIN aerospace & simulation ltd, Registered Office: Brown's Court, Long Ashton Business Park, Yanley Lane, Long Ashton, Bristol, BS41 9LB, UK.  
Tel: +44 (0) 1275 395 600, fax: +44 (0) 1275 393 630.  
E-mail: info@HighIntegritySystems.com  
Registered in England No. 3711047; VAT No. GB 729 1583 15  
http://www.HighIntegritySystems.com

**Copyrights:**

Copyright (C) Real Time Engineers ltd. All rights reserved.

### **LICENSE CONDITIONS AND COPYRIGHT NOTICES FOR tinyXML - 2.5.2**

Please find the license conditions and copyright notices applicable for tinyXML - 2.5.2

#### **License conditions:**

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.

#### **Copyrights:**

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