

LICENSE EDI4 PACKAGE

Binary Code License

ETEL SA Binary Code License Agreement

READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE THE OPENING; DOWNLOAD; INSTALLATION OR OTHER MEANS OF USE OF THE SPECIFIED SOFTWARE. . BY OPENING DOWNLOAD; INSTALLATION OR OTHER MEANS OF USE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SPECIFIED SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

1. License to use. ETEL grants you a non-exclusive and non-transferable license for the internal use of the specified Software on the number of ETEL products equal to the number of licenses and/or the class of computer hardware for which the corresponding fee has been paid.

2. Restrictions. The specified Software is confidential and copyrighted. Title of this Software and all associated intellectual property rights is retained by ETEL and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you are not entitled to incorporate the Software in whole or in part, in third party product or create derivative works based on the Software, in whole or in part. Furthermore, unless expressly agreed otherwise you may not make copies of the Software, other than a single copy for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, and reverse engineer this Software.

This Software is not designed or licensed for use in on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Licensee represents and warrants that it will not use or redistribute the Software for such purposes. You may not publish or provide the results of any benchmark or comparison tests run on this Software to any third party without the prior written consent of ETEL. No right, title or interest in or to any trademark, service mark, logo or trade name of ETEL or its licensors is granted under this Agreement.

3. Limited warranty. ETEL warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and ETEL's entire liability under this limited warranty will be at ETEL's option to replace Software media or refund the fee paid for Software.

4. This Software is provided "AS IS" without a warranty or representations of any kind. All express or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are hereby excluded. ETEL and its licensors shall not be liable for any damages suffered by licensee as a result of using, modifying or distributing the Software or its derivatives. In no event will ETEL or its licensors be liable for any lost revenue, profit or data, or for direct, indirect, special, consequential, incidental or punitive damages, however caused and regardless of the theory of liability, arising out of the use of or inability to use Software, even if ETEL has been advised of the possibility of such damages. The entire risk arising out of use, performance or non-performance of the Software remains with the licensee. If ETEL should nevertheless be found liable, whether directly or indirectly, for any loss, damage or injury arising under this agreement or otherwise,

regardless of cause or origin, on any basis whatsoever, its total maximum liability is limited to CHF 100'000 which will be the complete and exclusive remedy against ETEL.

5. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from ETEL if you fail to comply with any provision of this Agreement. Upon Termination, you must destroy all copies of Software.

6. Export Regulations. All Software and technical data delivered under this Agreement are subject to Swiss export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7. Governing Law. Any action related to this Agreement will be governed by Neuchatel law and controlling Swiss federal law. No choice of law rules of any jurisdiction will apply.

8. Severability. If any provision of this Agreement is held to be unenforceable, This Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

9. Integration. This Agreement is the entire agreement between you and ETEL relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

10. Alpha, beta, and work versions. For software products designated as alpha, beta or work versions, the following particular provisions shall apply: Software products designated as alpha, beta or work versions are provided to the user free of charge, expressly as unfinished software versions still under development, and exclusively for trial and evaluation purposes. Any use for other purposes, in particular for productive purposes in or as part of production systems is expressly forbidden. The user is obliged to make sure that, by using alpha, beta or work versions, no systems will be affected that are relevant to the safety of persons or goods in any form whatsoever. ETEL expressly points out that the software provided does not contain all software functions intended for the final version. Accordingly, the user may not claim that the requested task can be solved with the alpha, beta or work versions of the software. Furthermore, it is not guaranteed that functionalities contained in the alpha, beta or work versions will also be part of a later final version. Accordingly, the user is aware of the fact that software alpha, beta or work versions are provided without any warranty of quality, without any intended use whatsoever, and without any promises related to safety / reliability. Therefore, any information on the software shall not be binding, even if indicated otherwise. In addition, any suitability for common use or usual quality are ruled out. This means that no corresponding warranty or guarantee for this software can be granted. This further means that any liability by ETEL to this effect in case of damage will already be excluded due to the lack of any breach of a corresponding obligation. The aforementioned software is used exclusively at the user's own risk. If ETEL is held liable by a third party because the third party has suffered damage, the user shall release ETEL from all justified claims resulting from this liability.

For inquiries please contact: ETEL SA, Zone Industrielle,
2112 Môtiers, Switzerland

These supplemental terms ("Supplement") add to the terms of the Binary Code License Agreement ("Agreement"). Capitalized terms not defined herein shall have the same meanings ascribed to them in the Agreement.

The Supplement terms shall supersede any inconsistent or conflicting terms in the Agreement.

1. License to Distribute. You are granted a royalty-free right to reproduce and distribute the Software provided that you: (i) distribute the complete Software and unmodified, only as part of, and for the purpose of tuning, upgrading, debugging... your application into which some ETEL controllers are incorporated; (ii) do not distribute additional software intended to replace any component(s) of this Software; (iii) do not remove or alter any proprietary legends or notices contained in the Software; (iv) only distribute the Software subject to a license agreement that protects ETEL's interests consistent with the terms contained herein; and (v) agree to indemnify, hold harmless, and defend ETEL and its licensors from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of this Software.

2. High Risk Activities. Notwithstanding Section 2, with respect to high risk activities, the following language shall apply: the Software is not designed or intended for use in on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. ETEL disclaims any express or implied warranty of fitness for such uses.

THIRD-PARTY LICENSE

EDI Windows version uses 7ZIP functionality, especially for System Configuration Management. 7z.exe and 7z.dll are piece of binary code, provided with EDI package. The source code can be found here: <http://www.7-zip.org>. These piece of program are subject to following licensing: 7-Zip

License for use and distribution

7-Zip Copyright (C) 1999-2011 Igor Pavlov.

Licenses for files are:

- 1) 7z.dll: GNU LGPL + unRAR restriction
- 2) All other files: GNU LGPL

The GNU LGPL + unRAR restriction means that you must follow both GNU LGPL rules and unRAR restriction rules.

Note: You can use 7-Zip on any computer, including a computer in a commercial organization. You don't need to register or pay for 7-Zip.

GNU LGPL information: 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 (at your option) 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 can receive a copy of the GNU Lesser General Public License from <http://www.gnu.org/>

unRAR restriction: The decompression engine for RAR archives was developed using source code of unRAR program. All copyrights to original unRAR code are owned by Alexander Roshal. The license for original unRAR code has the following restriction:

The unRAR sources cannot be used to re-create the RAR compression algorithm, which is proprietary. Distribution of modified unRAR sources in separate form or as a part of other software is permitted, provided that it is clearly stated in the documentation and source comments that the code may not be used to develop a RAR (WinRAR) compatible archiver.

Igor Pavlov