

# **THIRD PARTY SOFTWARE TERMS AND CONDITIONS**

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## 19. Map-stream

## 20. MySQL

n/a

## 21. Netpbm

```
1 /* pbmplus.h - header file for PBM, PGM, PPM, and PNM
2 **
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11 */
```

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## 29. plotting

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The Optimus Library for ModelCenter is integrated within Phoenix Integration, Inc.'s ModelCenter Explore product with a license from Noesis Solutions NV, a Belgium corporation. Its use is covered by the Phoenix Master Software License Agreement and the following additional Terms and Conditions:

**1. DEFINITIONS:** In this Agreement, the following words and expressions, when capitalized, shall have the meanings hereby assigned to them except where it is otherwise expressly stated:

- a) **"Affiliate"** means, with respect to any Party, any other person in which that Party, directly or indirectly, (i) owns more than 50% of such other person's outstanding equity or ownership interest, or (ii) has the power to designate the managing authority of such other person;
- b) **"MSLA"** means the Phoenix Master Software License Agreement including all appendices **as well as other amendment(s) and supplement(s) thereto**.
- c) **"Computer"** means a Personal Computer or Workstation.
- d) **"Configuration"** means the scope of the License granted, identified by the specification of the duration of the License, the number of users which may use the License simultaneously, and which is documented in the License File;
- e) **"Documentation"** means any user manuals, specifications and other written materials pertaining to the Program generally made available by PHOENIX and/or NOESIS to LICENSEE including, without limitation, any and all additions, updates or revisions if any, whether in electronic, printed or other formats;
- f) **"License"** means the authorization to execute a Program on a Computer.
- g) **"NOESIS"** means Noesis Solutions NV, Gaston Geenslaan 11B, B-3001 Leuven, Belgium.
- h) **"Optimus Library for ModelCenter"** means the software developed by NOESIS for incorporation in the Program pursuant to the Software Technology Agreement.
- i) **"PHOENIX"** means Phoenix Integration, Inc., 1715 Pratt Drive, Suite 2000, Blacksburg, VA 24060, United States of America.
- j) **"Program"** means PIDO products called "ModelCenter" incorporating the "Optimus Library for ModelCenter";
- k) **"Purchase Order"** means an order by LICENSEE to PHOENIX for Program(s);
- l) **"Software Technology Agreement"** means the agreement dated [XX] by and between PHOENIX and NOESIS, pursuant to which NOESIS appoints PHOENIX as an authorised reseller of the ModelCenter including Optimus Library for ModelCenter in the Market Area.
- m) **"SSP Contract"** means Software Support Program Contract, which - upon payment - extends the services provided during the Warranty Period.
- n) **"Third Party Service Provider"** means any authorized party providing services to LICENSEE.
- o) **"Updates"** shall mean changes or additions to the Program(s) and the related Documentation that PHOENIX and/or NOESIS (with respect to ModelCenter) makes generally available to its Licensees at no additional charge;
- p) **"User Program(s)"** means application software developed on the basis of a Program by LICENSEE or by any other party not being PHOENIX.

## 2. GRANT OF LICENSE AND LIMITATIONS OF USE:



2.1. Licenses granted by PHOENIX to LICENSEE are governed by the terms and conditions of the Phoenix MSLA and will be non-exclusive and non-transferable, without the right to grant sublicenses, in the number, Configuration and at the Licensee Site specified in in the [Purchase Order/License File] .

2.2. LICENSEE rights to use the "Optimus Library for ModelCenter" are further subject to the Terms and Conditions described hereafter, all of which are incorporated by reference to the Phoenix MSLA.

### **3. PROPERTY RIGHTS:**

3.1. LICENSEE hereby explicitly recognizes that all property rights (including but not limited to copyrights, patent rights, trademarks, trade names and trade secrets) relating to the Program(s), will remain the sole and exclusive property of PHOENIX or , with respect to "Optimus Library for ModelCenter" , NOESIS, or if licensed from other suppliers, the property of such suppliers. LICENSEE acknowledges that the use of the Program(s) under the scope of this Agreement will not, in any way, imply a transfer of title or any proprietary right in respect to the Program(s). LICENSEE shall not (and shall not attempt to nor allow any third party to attempt to) challenge PHOENIX's ownership of the Program(s), or NOESIS' ownership of the "Optimus Library for ModelCenter", or contest PHOENIX's right, title or interest in the Program(s), or NOESIS' right, title or interest in the "Optimus Library for ModelCenter", or redistribute, encumber, sell, rent, lease sublicense or otherwise transfer rights to the Program(s) or the "Optimus Library for ModelCenter".

3.2. LICENSEE agrees to install the Program(s) in whole or in part with the proper inclusion of PHOENIX's and/or NOESIS' copyright notice and Marks. LICENSEE shall not remove from the Program(s) or add or alter the Marks contained within the Program(s) or add any other notices or markings to the Program(s). LICENSEE will not contest PHOENIX's and/or NOESIS' ownership of the Marks, and PHOENIX and/or NOESIS may at any time and immediately without advance notice prohibit LICENSEE from using the Marks for any reason. Marks may only be used for LICENSEE's own internal use and not for publications.

3.3. The restrictions expressed in this Agreement shall in no way be construed to supersede or eliminate any rights which PHOENIX may have pursuant to any applicable laws pertaining to trade secrets. Any rights not expressly granted in this article 3 are also reserved to PHOENIX and/or NOESIS.

### **4. CONFIDENTIALITY:**

4.1. Each Party agrees that it will not use any confidential information for any purpose other than contemplated by this Agreement, will not disclose confidential information to any third party, and will cause its employees, independent contractors, and agents to not use or disclose the confidential information or any term of this Agreement, and/or any information which is identified as confidential or proprietary by another Party (hereinafter collectively referred to as "Confidential Information"). PHOENIX herewith explicitly identifies the details of the Program and the Documentation as being confidential. NOESIS herewith explicitly identifies the details of "Optimus Library for ModelCenter" and any references thereto contained in the Documentation as being confidential.

4.2. The Parties agree that, during the License Term and for a period of five (5) years after its expiration or termination, they will use the same degree of care keeping the Confidential Information confidential as for its own confidential information. In no case will the degree of care exercised be less than reasonable. The Confidential Information of another Party may only be disclosed to those of the receiving Party's employees that have a specific need to access such Confidential Information and that have been made aware of and agree to be bound by a confidentiality obligation.

4.3. The Parties' obligation under this clause will not extend to Confidential Information of which the LICENSEE can furnish proof that:

(a) it was in the public domain at the time it was disclosed.



(b) it was known to the LICENSEE at the time of its disclosure and such knowledge is proven by written records.

(c) it becomes part of the public domain after disclosure and without breach of this Agreement.

(d) it is disclosed to the LICENSEE by a third party without restrictions on such party's right to disclose or use the same.

4.4. Each Party will inform the other Party of any request by a court or government agency to disclose the other Party's Confidential Information, to enable the other Party to waive the provisions of this clause 4 or defend the nondisclosure.

## **5. ACCEPTANCE AND WARRANTY:**

5.1. Receipt of a License File (hereinafter: the Receipt) by LICENSEE implies acceptance of the related Program at the date of Receipt, subject to (i) the right of the LICENSEE for reasons satisfactory to PHOENIX and NOESIS, to decline to accept the relevant Program in writing within 14 days after the Receipt date and (ii) the Parties' agreement in writing to a different acceptance procedure.

5.2. PHOENIX warrants that the Program will conform in all material respects to the Documentation in effect at the time of delivery for a limited warranty period as specified by the PHOENIX Distribution Network in the applicable quotation and/or confirmed in the applicable order acceptance.

5.3. During the warranty period, and provided (i) that the LICENSEE is not in breach of this Agreement and (ii) that the LICENSEE has installed all applicable Updates and has carried out all applicable Maintenance of the Program, PHOENIX will, through the PHOENIX Distribution Network, in the event of a non-conformity which can be corrected by PHOENIX, and of which PHOENIX is duly notified in writing by LICENSEE, at PHOENIX's sole discretion:

(a) use commercially reasonable efforts to either supply avoidance procedures or corrections to the non-conformity, at no additional charge, or

(b) replace the licensed Product, collectively referred to as the "Warranty".

5.4. Warranty will however not apply for defects resulting from improper use, installation misuse, neglect, accident, fire or other hazard, from any breach of this Agreement by LICENSEE or from unauthorized alterations, modifications or enhancements to the Program.

5.5. Under no circumstances does PHOENIX OR NOESIS represent or warrant that all Program errors can or will be remedied. **CORRECTION OF ERRORS IS LICENSEE'S SOLE REMEDY. NEITHER PHOENIX NOR NOESIS WARRANT THAT OPERATION OF THE PROGRAM WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, AND HEREBY DISCLAIMS ALL LIABILITY ON ACCOUNT THEREOF.** In the event the defect is created, introduced, or caused by any party other than the PHOENIX Distribution Network, due to LICENSEE's attempt to fix the Program, or due to the installation of the Program on other than approved Computers, LICENSEE agrees to pay for the PHOENIX Distribution Network's services on a time and materials basis at then-current rates plus any reasonable out-of-pocket expenses.

5.6. Error correction periods do not extend the warranty period. For Programs licensed under Lease License model, error correction periods do not extend the License duration.

5.7. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, PHOENIX and NOESIS DISCLAIM ALL WARRANTIES ON THE PROGRAM(S) FURNISHED UNDER THE SCOPE OF THIS AGREEMENT, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITY ON THE PART OF PHOENIX FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF PERFORMANCE OF THE PROGRAM(S).

## **6. INDEMNIFICATION AND LIMITATION OF LIABILITY:**

6.1. Neither PHOENIX nor NOESIS will be liable for:

- (a) any unforeseeable, consequential, special or indirect damages, including but not limited to commercial losses, loss of profits, increase of expenses, loss of clientele, loss of databases or programs or actions and claims made by third parties, whether in an action in contract or tort;
- (b) any damages arising out of the act, whether committed by fault or negligence, of LICENSEE or his personnel, the injured person or any person for whom LICENSEE or the injured person is responsible, including but not limited to any damages caused by the failure to observe any and all instructions, written or oral, provided by the PHOENIX Distribution Network or caused by the use of the Program not in accordance with the written or verbal instructions of use provided by the PHOENIX Distribution Network or by the use of the Program for a purpose other than the intended or customary purpose for which the products are manufactured or developed;
- (c) any damages recovered by third parties from LICENSEE; or
- (d) any damages caused by hardware, software, other products or services furnished by others than PHOENIX and/or NOESIS and any damages caused by the products which have been modified or maintained by others than PHOENIX and/or NOESIS.

6.2. Without prejudice to clause 8.1., PHOENIX' liability under this Agreement is hereby limited to the compensation of the direct damages (within the limits set below) caused to LICENSEE only, if and insofar as LICENSEE furnishes evidence of such damages. PHOENIX' liability for any claim related to a Program will be limited to the amount of the License fee paid by LICENSEE to PHOENIX under this Agreement for the particular License of the Program which is the subject matter of the claim. For Programs licensed under the Lease License mode however, PHOENIX' liability will be limited to the amount of the lease fees paid by LICENSEE to PHOENIX under this Agreement during the two (2) years preceding the occurrence of the damage. In any event, the aggregate liability of PHOENIX under this Agreement will be limited to the amount of [100.000 \$ (one hundred thousand US Dollar)].

6.3. The provisions of the foregoing clauses 6.1. and 6.2., including all limitations of liability, will apply and remain enforceable except and to the extent that any mandatory law or regulation, if applicable, provide otherwise.

6.4. LICENSEE will indemnify and hold PHOENIX and NOESIS, respectively, harmless from and against any and all claims, demands, loss (financial or otherwise), damage, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees) ("Losses"), which may be incurred or which may be claimed by any person arising out of or related to: (i) acts or omissions of LICENSEE, its directors, officers, employees or agents relating to the exercise of, or the failure to exercise, LICENSEE's obligations under this Agreement, or (ii) any breach of this Agreement or any other agreement between LICENSEE and PHOENIX and/or NOESIS.

## **7. TERM AND TERMINATION:**

7.1. The License of a Program granted under the scope of this Agreement shall be effective from the date of delivery of the Program(s) to LICENSEE. It shall remain in effect (i) for the duration specified in the License File, or (ii) until terminated as provided by this Agreement, whichever is earlier.

7.2. PHOENIX or NOESIS may terminate this Agreement, and PHOENIX may terminate one or more License(s) immediately by written notice in the event of:

- (a) LICENSEE's failure to pay any amount due to the PHOENIX Distribution Network, not being cured within ten (10) days after having received a notification to pay, sent by the PHOENIX Distribution Network;

(b) any bankruptcy, liquidation, reorganization or any similar proceedings being commenced against, or voluntarily by, the LICENSEE, the appointment of a trustee or receiver of the LICENSEE or any of its property, the assignment of LICENSEE's assets for the benefit of its creditors, or the dissolution or discontinuation of LICENSEE's business or any other event which would have a similar effect; or

(c) LICENSEE's failure to cure any breach of this Agreement within 30 days of receipt of written notice thereof from PHOENIX or NOESIS. In case of non-curable failure, PHOENIX is entitled to terminate a License and PHOENIX and NOESIS are entitled to terminate this Agreement with immediate effect and without prior notification.

7.3. Termination of this Agreement will automatically imply termination of all Licenses granted to LICENSEE.

7.4. Termination shall not affect LICENSEE's obligation of Confidentiality (as provided by clause 4 above) and shall not affect the respective rights of PHOENIX and NOESIS which have accrued prior to termination, such as the right for the PHOENIX Distribution Network with regard to the collection of fees owed.

7.5. LICENSEE agrees, upon termination of a License for whatever reason, to immediately discontinue the use of the Program(s) and return or destroy the relevant media as directed by PHOENIX, and, if requested by PHOENIX, to certify in writing as to the destruction of the media and any and all copies thereof.

## **8. MISCELLANEOUS:**

8.1. The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforcement of any other provision. Any invalid or unenforceable provision will be stricken and shall not affect the validity or enforceability of the remainder of this Agreement.

8.2. No Party shall assign, license or transfer to a successor, affiliate or any other person, firm or organization this Agreement without the prior written consent of the other Parties, which will not be unreasonably withheld. An assignee of any Party, if authorized hereunder, shall have all of the rights and obligations of the assigning party as set forth in this Agreement.

8.3. Any notice with reference to this Agreement shall be validly made with respect to each of the Parties when a registered letter is sent by mail or delivery to the other Parties at their respective registered address.

8.4. No failure or delay on the part of any Party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

8.5. No Party will be liable to the other Parties for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such Party ("Force Majeure"). In the event the Force Majeure should last for a period greater than three (3) months, each Party will be entitled to suspend or to cancel the present Agreement or any part thereof, without incurring any liability towards the other Party by reason of such suspension or cancellation.

8.6. Headings used herein are for convenience only and are not deemed a part of this Agreement.

8.7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.8. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship among the Parties hereto, nor shall any Party have any right, power, or authority on behalf of the other Parties hereto

## **9. EXPORT CONTROL:**

LICENSEE agrees not to allow the Program and/or the Documentation to be sent to or used in any other country except in compliance with all applicable European Union, United States of America or other country's export and re-export laws and regulations as "prohibited or restricted" countries, or into any other country to which such exports or re-exports may be restricted LICENSEE agrees to indemnify and hold harmless PHOENIX and NOESIS, respectively, from Losses resulting from LICENSEE's violation of any export law or regulation.

## **10. APPLICABLE LAW AND COMPETENT JURISDICTION:**

This Agreement will be in all respects governed by and construed in accordance with the laws of Belgium, expressly excluding the application of the United Nations Convention for the International Sale of Goods (CISG; the Vienna Convention). The Courts of the State of New York (United States of America) will have full jurisdiction in all matters related to or arising out of this Agreement.

**END OF TERMS AND CONDITIONS The Noesis "Optimus Library for ModelCenter" License**

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<b>49. DirWatcher</b>
<b>50. WatchDir</b>

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<https://docs.oracle.com/javase/tutorial/essential/io/notification.html>

<https://docs.oracle.com/javase/tutorial/essential/io/examples/WatchDir.java>

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<b>51. Eclipse JDT</b>
<b>52. Grizzly HTTP Server</b>
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### 1. DEFINITIONS

"Contribution" means:

- a) in the case of the initial Contributor, the initial content Distributed under this Agreement, and
- b) in the case of each subsequent Contributor:
  - i) changes to the Program, and
  - ii) additions to the Program;

where such changes and/or additions to the Program originate from and are Distributed by that particular Contributor. A Contribution "originates" from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include changes or additions to the Program that are not Modified Works.

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"Modified Works" shall mean any work in Source Code or other form that results from an addition to, deletion from, or modification of the contents of the Program, including, for purposes of clarity any new file in Source Code form that contains any contents of the Program. Modified Works shall not include works that contain only declarations, interfaces, types, classes, structures, or files of the Program solely in each case in order to link to, bind by name, or subclass the Program or Modified Works thereof.

"Distribute" means the acts of a) distributing or b) making available in any manner that enables the transfer of a copy.

"Source Code" means the form of a Program preferred for making modifications, including but not limited to software source code, documentation source, and configuration files.



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3.1 If a Contributor Distributes the Program in any form, then:

- a) the Program must also be made available as Source Code, in accordance with section 3.2, and the Contributor must accompany the Program with a statement that the Source Code for the Program is available under this Agreement, and informs Recipients how to obtain it in a reasonable manner on or through a medium customarily used for software exchange; and
- b) the Contributor may Distribute the Program under a license different than this Agreement, provided that such license:
  - i) effectively disclaims on behalf of all other Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
  - ii) effectively excludes on behalf of all other Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
  - iii) does not attempt to limit or alter the recipients' rights in the Source Code under section 3.2; and
  - iv) requires any subsequent distribution of the Program by any party to be under a license that satisfies the requirements of this section 3.

### 3.2 When the Program is Distributed as Source Code:

a) it must be made available under this Agreement, or if the Program (i) is combined with other material in a separate file or files made available under a Secondary License, and (ii) the initial Contributor attached to the Source Code the notice described in Exhibit A of this Agreement, then the Program may be made available under the terms of such Secondary Licenses, and

b) a copy of this Agreement must be included with each copy of the Program.

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For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

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## 7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

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