Express Interface (Xi) Public License (Xi-PL)

--> AGREEMENT OF USE <--

This license governs use of the accompanying OPC Express Interface software. No right or license is granted whatsoever if this license is not accepted. Any use of the software will be deemed as an acceptance of the terms of this license. If you do not accept the license, do not use the Express Interface software.

1. Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law. A "contribution" shall include the original Express Interface software (source code and/or object code) and any additions or changes to the Express Interface software. This Express Interface software shall also include the interface contracts and the Express Interface software used to support the development of clients and servers that use this interface. 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. This license grants you a copyright license to make unlimited copies of the Express Interface software in source or object code form, as well as to create derivative works (as that term is defined under US copyright law). This means that in addition to making unlimited copies of the Express Interface software, you have a copyright license to modify the Express Interface software and to use all or part of the Express Interface software to create a derivative work that implements or uses the Express Interface software.

This license expressly prohibits using the Express Interface software or any derivatives of it outside its intended use. In other words, no right or license is granted for the use of the Express Interface software or its derivatives outside the use of implementing the communications between a client and a server over a network or using it to implement the Express Interface client or server. Further, all contributions must maintain the existing interface contracts interoperability with the Express Interface.

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 an action of infringement under a patent claim against any contributor for the use or implementation of the Express Interface

software, any and all rights granted under this License Agreement may be subject to termination.

- (C) If you distribute any portion of the Express Interface software, you must retain all copyright, patent, trademark, and attribution notices that are present in the Express Interface software.
- (D) If you distribute any portion of the Express Interface software in source code form, you may do so only under this license and by including a complete copy of this license with your distribution. If you distribute any portion of the Express Interface software in compiled or object code form, you may only do so under a license that complies with this license. (E) The Express Interface 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) Security Mechanisms are defined explicitly for Express Interface implementations only.