

LICENSE AGREEMENT FOR PROSYS OPC CLASSIC CLIENT

Prosystech OPC Classic Client is copyright (c) by Prosystech OPC Ltd, all rights reserved. This software and accompanying documentation are protected by international copyright law and by International Treaty provisions. Any use of this software in violation of copyright law or the terms of this agreement will be prosecuted to the best of our ability. Under no conditions you may remove the copyright notices made part of the software or documentation.

This agreement will enter into force when you install or use this software for the first time. By installing or using the software, you accept this agreement binding on you.

You acknowledge that all rights with respect to Prosystech OPC Classic Client, including but not limited to, all of Prosystech OPC Ltd's and/or its licensors' intellectual property rights therein, are and shall be, the exclusive property of Prosystech OPC Ltd and/or its licensors. Nothing herein shall give you any right, title or interest in or to Prosystech OPC Classic Client or any portion thereof. You will receive no licenses except as expressly granted in this agreement. Prosystech OPC Ltd does not grant you any expressed or implied rights to or under any patent, copyright, trademark, or trade secret of Prosystech OPC Ltd. You may not copy, distribute, sell, rent, lease, reverse engineer, decompile or disassemble Prosystech OPC Classic Client.

If you obtained Prosystech OPC Classic Client from Prosystech OPC Ltd or one of its authorized resellers, and subject to your compliance with the terms of this agreement, Prosystech OPC Ltd grants to you a non-exclusive license to install and use Prosystech OPC Classic Client in the manner and for the purposes described in the product documentation.

The software is provided "as is" without warranty of any kind. To the maximum extent permitted by applicable law, Prosystech OPC Ltd further disclaims all warranties, including without limitation any implied warranties or merchantability, fitness for a particular purpose, and noninfringement. The entire risk arising out of the use or performance of the supplied software and documentation remains with you. To the maximum extent permitted by applicable law, in no event shall Prosystech OPC Ltd be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this agreement or the use of or inability to use the software, even if Prosystech OPC Ltd has been advised of the possibility of such damages. In any case Prosystech OPC Ltd does not assume any liability for the use of Prosystech OPC Classic Client beyond the original purchase price of the software.

These terms shall also apply to any updates, supplement, Internet-based service, and support services for the software. These terms may be supplemented or amended by the terms accompanying the items (for example services).

Your license will terminate automatically if you fail to comply with any terms of this agreement. On termination you shall immediately cease to use the software and destroy all your software copies.

This agreement shall be governed by and construed under the laws of Finland excluding the rules of conflicts of laws of the Finnish legislation.

The competent court of the domicile of Prosystech OPC Ltd shall have jurisdiction in any dispute arising out of this agreement.

June 17, 2022

PROSYS OPC LTD
Tekniikantie 14
FI-02150 Espoo
Finland
Phone +358 9 420 9007
sales@prosysopc.com
www.prosysopc.com