

Moxa Free and Open Source Software Statement

Edition 1.0, October 2024

www.moxa.com/product

MOXA®

© 2024 Moxa Inc. All rights reserved.

Moxa Free and Open Source Software Statement

The software described in this document is furnished under a license agreement and may be used only in accordance with the terms of that agreement.

Copyright Notice

© 2024 Moxa Inc. All rights reserved.

Trademarks

The MOXA logo is a registered trademark of Moxa Inc.
All other trademarks or registered marks in this document belong to their respective manufacturers.

Disclaimer

Information in this document is subject to change without notice and does not represent a commitment on the part of Moxa.

Moxa provides this document as is, without warranty of any kind, either expressed or implied, including, but not limited to, its particular purpose. Moxa reserves the right to make improvements and/or changes to this document, or to the products and/or the programs described in this document, at any time.

Information provided in this document is intended to be accurate and reliable. However, Moxa assumes no responsibility for its use, or for any infringements on the rights of third parties that may result from its use.

This product might include unintentional technical or typographical errors. Changes are periodically made to the information herein to correct such errors, and these changes are incorporated into new editions of the publication.

Technical Support Contact Information

<https://www.moxa.com/en/support/technical-support>

Overview

Please be informed that this product includes Free and Open Source Software ("FOSS") developed by third parties and licensed under certain FOSS licenses. If you wish to receive a copy of any source code to which you are entitled under the applicable FOSS licenses, such as GNU General Public License (GPL), GNU Lesser General Public License (LGPL), or Mozilla Public License (MPL), please contact us via <https://www.moxa.com/en/support/technical-support>. When filling out the online request, you are advised to use "FOSS Source Code Request" as the subject line and select Other as the question type. Please note that this offer shall expire three years following the end-of-life date of this product. Your specific request should be sent to us within the noted period. Additional fees may be incurred for shipping and handling the requested copy of the source code.

FOSS Component List

FOSS components contained in this product and the respective FOSS licenses are stated below.

The only warranties for this product are set forth in the express warranty statements accompanying the product. Nothing in the stated FOSS licenses should be construed as an additional warranty that binds Moxa. For the stated FOSS components, the warranty disclaimers and liability exclusions stipulated in the respective FOSS license texts govern.

Inno Setup 5.5.0 : Inno Setup License

Microsoft Windows Driver Kit - WDK 7.0.0.7600 : Microsoft Windows Driver Kit 7 License

Windows-driver-samples 44787 : Microsoft Public License

2

License

This chapter lists all free and open software licenses used in Moxa's products.

Inno Setup License

(Inno Setup 5.5.0)

Inno Setup License

=====

=====

Except where otherwise noted, all of the documentation and software included in the Inno Setup package is copyrighted by Jordan Russell.

Copyright (C) 1997-2008 Jordan Russell. All rights reserved.

This software is provided "as-is," without any express or implied warranty. In no event shall the author 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 and redistribute it, provided that the following conditions are met:

1. All redistributions of source code files must retain all copyright notices that are currently in place, and this list of conditions without modification.
2. All redistributions in binary form must retain all occurrences of the above copyright notice and web site addresses that are currently in place (for example, in the About boxes).
3. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software to distribute a product, an acknowledgment in the product documentation would be appreciated but is not required.
4. Modified versions in source or binary form must be plainly marked as such, and must not be misrepresented as being the original software.

Jordan Russell

jr-2008 AT jrsoftware.org

<http://www.jrsoftware.org/>

Microsoft Public License

(Windows-driver-samples 44787)

Microsoft Public License (Ms-PL)

=====

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

1. Definitions
 - The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.
 - A "contribution" is the original software, or any additions or changes to the software.
 - 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.

B. Patent 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 license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

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 a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

C. If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

D. If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

E. The 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.

Microsoft Windows Driver Kit 7 License
(Microsoft Windows Driver Kit - WDK 7.0.0.7600)

MICROSOFT SOFTWARE LICENSE TERMS
MICROSOFT WINDOWS DRIVER KIT
=====

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

* updates,

* supplements,

- * Internet-based services, and
- * support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software. If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS.

- a. Installation and Use. One user may install and use any number of copies of the software on your devices to design, develop and test your programs.
- b. Included Microsoft Programs. The software contains other Microsoft programs. In some cases, those programs and the license terms that apply to your use of them are addressed specifically in these license terms. For all other included Microsoft programs, these license terms govern your use.
- c. Device Simulation Framework. One user may install and use any number of copies of the Device Simulation Framework on your devices for the sole purpose of testing the interoperability of your devices, drivers and firmware with Windows. For the avoidance of doubt, the Device Simulation Framework shall not be used for testing software you have designed and developed using a software development kit other than the Windows Driver Kit.
- d. Third Party Programs. The software contains third party programs. These license terms as well as any license terms accompanying the third party program files apply to your use of them.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.
 - i. Right to Use and Distribute. The code and text files listed below are "Distributable Code."
 - * REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files.
 - * Sample Code. You may modify, copy and distribute only in object code form the sample code found in the SRC directory of the Windows Driver Kit, except that you may also modify, copy, and distribute in source code form the sample code listed in the SAMPLES.TXT file.
 - * Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - ii. Distribution Requirements. For any Distributable Code you distribute, you must
 - * add significant primary functionality to it in your programs;

- * require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- * display your valid copyright notice on your programs; and
- * indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. Distribution Restrictions. You may not

- * alter any copyright, trademark or patent notice in the Distributable Code;
- * use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- * distribute Distributable Code to run on a platform other than the Windows platform;
- * include Distributable Code in malicious, deceptive or unlawful programs; or
- * modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - * the code be disclosed or distributed in source code form; or
 - * others have the right to modify it.

3. Scope of License. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- * work around any technical limitations in the software;
- * reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- * make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- * publish the software for others to copy;
- * rent, lease or lend the software;
- * transfer the software or this agreement to any third party; or
- * use the software for commercial software hosting services.

4. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

5. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
6. Export Restrictions. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
7. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.
8. Entire Agreement. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
9. Applicable Law.
 - a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.
10. Legal Effect. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
11. Disclaimer of Warranty. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
12. Limitation on and Exclusion of Remedies and Damages. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

 - * anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
 - * claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

EXONÉRATION DE GARANTIE. Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

- * tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- * les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

This statement aims to inform its reader of the FOSS components used in the specified Moxa products. The above descriptions do not imply any partnership relationships between Moxa and the noted third parties. If you have any questions concerning this statement, please contact us via <https://www.moxa.com/en/support/technical-support>.

© [2024] Moxa Inc. All rights reserved.