

OptiCam2 Software License Agreements

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Executive Summary

Software Products:

FOCTT2_FWUP_Win	OptiCam2 Firmware Update for Windows
FOCTT2_FWUP_Mac	OptiCam2 Firmware Update for macOS
FOCTT2 Firmware	OptiCam2 Firmware
Panduit Connect-It	OptiCam2 Mobile App

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The following is a summary list of the software licenses applicable to each product. Copies of the full license text are available in this document.

Software License Agreement List Summary

All Panduit Products

Panduit General Terms and Conditions of Sale

<http://www1.panduit.com/en/legal-information>

Panduit End User License Agreement (EULA)

<http://www1.panduit.com/en/legal-information/end-user-license-agreement>

OptiCam2 Firmware Update Software for Windows - Software Licenses

Library or Component	License Type	Copyright Details
Math libraries	Attribution	Copyright (C) 1993 by Sun Microsystems, Inc. All rights reserved.
Cephes math lib	BSD	Copyright (C) 1984-1998 Stephen L. Moshier
Winicio 0.6	BSD-like	Brueckner & Jarosch Copyright.
Tcl8.*	MIT	copyrighted by the Regents of the University of California, Sun Microsystems, Inc., Scriptics Corporation, ActiveState Corporation and other parties.
Tcllib / Tklib	MIT	copyrighted by Ajuba Solutions and other parties.
Tdbc / Tdbcodbc1	MIT	copyrighted by Kevin B. Kenny, and by other parties
Tdbcpostgres1	MIT	copyrighted by Slawomir Cygan, and by other parties
Thread2 / Tk8	MIT	copyrighted by the Regents of the University of California, Sun Microsystems, Inc., Scriptics Corporation, and other parties.
TkTable2	MIT	copyrighted by Jeffrey Hobbs.
Tk	MIT	copyrighted by the Regents of the University of California, Sun Microsystems, Inc., Scriptics Corporation, ActiveState Corporation, Apple Inc. and other parties.
Some libraries / code	Public Domain	

OptiCam2 Firmware Update Software for macOS - Software Licenses

Library or Component	License Type	Copyright Details
Tcl8.*	MIT	copyrighted by the Regents of the University of California, Sun Microsystems, Inc., Scriptics Corporation, ActiveState Corporation and other parties
Tk	MIT	copyrighted by the Regents of the University of California, Sun Microsystems, Inc., Scriptics Corporation, ActiveState Corporation, Apple Inc. and other parties.

OptiCam2 Firmware Licenses

Library or Component	License Type	Copyright Details
newlib	Various	Many. See Newlib (OBJECT CODE) – Licensed under several open source licenses
Bluenrg	Disclaimer	Copyright (C) STMicroelectronics
Gp_timer.c	BSD	Copyright (c) STMicroelectronics
Fonts	"AS IS" Disclaimer	Copyright (c) 2012 Freescale Semiconductor;
npcopen	"AS IS" Disclaimer	Copyright(C) NXP Semiconductors, 2012
freertos	Modified GPLv2 – without external code publishing	Copyright (C) 2016 Real Time Engineers Ltd.
d4d files	LGPL v3	Copyright 2014 by Petr Gargulak. eGUI Community. Copyright 2009-2013 by Petr Gargulak. Freescale Semiconductor, Inc.

Panduit Connect-It - Software Licenses

The following sets forth attributions notices for third party software that may be contained in portions of this application. We thank the open source community for their contributions.

Library or Component	License Type	Copyright Details
cordova-plugin-statusbar	Apache 2.0	Copyright 2012 The Apache Software Foundation
ionic-plugin-keyboard		
cordova-plugin-file	Apache 2.0	Copyright 2012 The Apache Software Foundation
cordova-plugin-media	Apache 2.0	Copyright 2012 The Apache Software Foundation
cordova-plugin-geolocation	Apache 2.0	Copyright 2012 The Apache Software Foundation
cordova-plugin-splashscreen	Apache 2.0	Copyright 2012 The Apache Software Foundation
cordova-plugin-whitelist	Apache 2.0	Copyright 2012 The Apache Software Foundation
cordova-plugin-x-socialsharing	MIT	None listed.
cordova-custom-config	MIT (in README.md)	Copyright (c) 2016 Working Edge Ltd.
cordova-plugin-appversion	MIT	Copyright (c) 2013 White October
cordova-plugin-ble-central	Apache 2.0	Copyright 2012 The Apache Software Foundation
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cordova-allow-background-audio	MIT	Copyright (c) 2017 David Figatner

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Panduit General Terms and Conditions of Sale

Effective Date: May 1, 2015

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1. Definitions.

- a. "**Buyer**" means the individual or entity identified on Buyer's purchase order, or if different, on Seller's quotation, order acknowledgment or confirmation.
- b. "**Deliverables**" means all documents, including without limitation, diagrams, drawings, specifications, meeting minutes, analyses and reports or any other written material prepared, developed, or created by Seller for Buyer as part of the Services delivery process as described in the Statement of Work.
- c. "**Hardware**" means Panduit's electrical, data communication and other products that it manufactures and/or sells, including related firmware.
- d. "**Intellectual Property Rights**" means all present and future copyrights, trademark rights, service mark rights, trade secret rights, patent rights, moral rights, and other intellectual property and proprietary rights recognized in any jurisdiction, including any registrations, applications, renewals and extensions of such rights.
- e. "**Seller**" means Panduit Corp. and its wholly-owned affiliates and subsidiaries, including without limitation SynapSense Corporation and Panduit Unite LLP.
- f. "**Products**" means all Hardware and Software.
- g. "**Services**" means services that Panduit offers to Buyers, including but not limited to, technical support, assessments, implementation, design support and other similar services provided by Panduit and set forth in a Statement of Work or a Quotation.
- h. "**Software**" means the machine readable, object code version of Panduit's computer software programs, and any subsequent releases, revisions, derivatives or modules and the related documentation.
- i. "**Statement of Work**" or "**SOW**" means the document that describes in detail the Services that Panduit will provide to Buyer or Buyer's customer.
- j. "**Quotation**" means a document that is issued by Panduit to Buyer that describes in detail the Products and/or Services and prices being offered to Buyer that is in effect when Panduit accepts Buyer's purchase order. The Quotation may be in the form of a Statement of Work, a proposal or any other similar document.

2. Orders.

a. **Placing Purchase Orders & Acceptance of Terms and Conditions.** To purchase Products or Services, Buyer must provide Seller with a valid purchase order, including the purchase order number and all additional information required by Seller. Seller will provide written acceptance or rejection of such purchase order within five (5) business days of receipt of the purchase order from the Buyer. Buyer's issuance of a purchase order to Seller for Products or Services will constitute Buyer's acceptance of these General Terms and Conditions of Sale. No additions or modifications to these General Terms and Conditions of Sale will be binding on Seller unless agreed to in writing and signed by an authorized representative of Seller. Seller specifically rejects all pre-printed, non-negotiated terms in Buyer's purchase orders, standard terms and conditions of purchase or other similar documents. Seller's failure to object to any term or condition in any communication from Buyer will

not be construed as an agreement to such terms or conditions, nor will it be deemed a waiver of these General Terms and Conditions of Sale.

b. Minimum Order Quantities and/or Order Amounts. All orders for Products are subject to any applicable minimums set forth in the Quotation. Minimum order requirements may be in the form of Product quantities or monetary order amounts.

c. Order Changes, Substitutions and Cancellations. Orders accepted by Seller are not subject to change or cancellation, except as expressly allowed in writing by Seller. Allowed changes to orders may require adjustments in price, scheduling and other affected terms and conditions. Restocking, storage or other fees, including reimbursement for direct costs, may apply to changed or cancelled orders. Seller reserves the right to substitute using the latest superseding revision or series or equivalent Product having comparable form, fit and function.

d. Expedited Orders. All orders are subject to Product availability and lead times. Orders expedited for shipment are subject to additional charges. Contact Panduit Customer Service for questions on lead times and expedited orders..

3. Prices and Payment Terms.

a. Prices. Except as otherwise provided in a Quotation or a Statement of Work, the prices of Products and Services will be Seller's published list prices in effect at the time Seller accepts Buyer's purchase order, provided the Buyer's requested shipment date does not exceed thirty (30) days from the date of order. Seller may correct errors or omissions in published or quoted prices and/or change its published list prices at any time without notice. Prices do not include any costs related to freight, shipping, handling, storage, insurance, special packaging or insulation, all of which must be paid by Buyer. Prices do not include sales, use, excise, customs, value-added or similar taxes, tariffs or duties. Buyer will pay or reimburse Seller for all such taxes as may be applicable.

b. Invoicing. Orders for Hardware will be invoiced upon shipment. Orders for Software will be invoiced to Buyer upon delivery. Orders for Services will be invoiced to Buyer upon Acceptance of the Services and/or Deliverables by Buyer per Section 5(b) herein. Orders for annual or multi-year technical support and/or maintenance services will be invoiced in accordance with a separate agreement regarding such services.

c. Currency. Unless otherwise specified in writing by Panduit, prices and invoices will be denominated in the standard currency of the applicable Panduit entity for the applicable geographic region.

d. Payment Terms. Unless otherwise specified, payment terms on invoices are Net 30 days. All payment terms are subject to Panduit Credit approval. Other payment terms, restrictions or requirements may apply. Payment by Buyer shall not be contingent upon payment by a third party. Buyer shall pay all amounts due in full without any deduction, withholding or set-off except as required by law or as agreed to in writing by Seller. Seller reserves the right to withhold shipments and/or performance of Services to Buyers whose account(s) are in arrears. Withholding of shipments or suspension of Services does not relieve Buyer of its obligation to pay for Products and Services previously rendered. Late payments will accrue interest at a rate equivalent to one percent (1.0%) per month or the highest rate permitted by law, whichever is less. Buyer shall reimburse Seller for all reasonable costs of collecting any payments from Buyer that are overdue including reasonable attorneys' fees.

e. Claims and Errors. Claims of erroneous charges or price corrections must be presented within 10 days of the date of invoice or they may be disallowed. Claims of shortage or incorrect shipments must be presented, in writing, within 10 days of the date of invoice or they may be disallowed.

4. Shipping and Delivery Terms.

Unless otherwise stated in a Quotation, all shipments inside the United States are FOB Shipping Point. Shipments outside of the United States are EXW from Seller's dock (Incoterms 2010). Title and risk of loss pass to the Buyer at the time of delivery. Seller may make partial shipments and invoice Buyer for partial shipments. Unless specified allowances apply, Buyer is responsible for all shipping and handling costs, including any applicable storage, insurance or other costs associated with the Buyer's delay in acceptance of delivery or pick up of Products after proper notification of availability for pick up has been given to Buyer. At its sole discretion, Seller may ship to specially designated locations specified by Buyer. Additional charges may apply. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from Buyer. Seller will make commercially reasonable efforts to ship the Products by the estimated shipping date, but Seller shall have no liability for late delivery, performance or completion. Seller shall be entitled to defer delivery until any monies due from Buyer have been received.

5. Acceptance.

a. Acceptance of Products. All Products delivered pursuant to these General Terms and Conditions will be deemed accepted upon delivery per the applicable shipment terms.

b. Acceptance of Services. Unless otherwise stated in a Statement of Work, Buyer or Buyer's customer must accept or reject each Deliverable within five (5) business days of receipt of the Deliverable (the "Acceptance Period"). Use of the Deliverables by Buyer or Buyer's customer, or the failure to reject the Deliverables in writing within the Acceptance Period, shall constitute acceptance of the Deliverables by Buyer. If Buyer reasonably believes that Seller did not complete the Services and Deliverable in substantial conformance with the SOW, Buyer must notify Seller in writing, with specific reasons delineated, of its rejection of the Services and/or Deliverables within the Acceptance Period. Panduit will be given five (5) business days to make corrections ("Correction Period") so that the Deliverable and/or Service substantially conforms with the SOW, unless the SOW specifies a different Correction Period. At the end of the Correction Period, Panduit will re-present the Deliverable to Buyer in accordance with the procedure outlined herein. If Panduit does not receive any written rejection or acceptance from Buyer within five (5) days of presenting the corrected Deliverable, the Deliverable and/or Service will be deemed to be accepted by Buyer.

6. Returns.

All returns require a Return Material Authorization ("RMA") issued by Seller PRIOR to the return of material. RMAs will not be unreasonably withheld, but are subject to various restrictions including, but not limited to, packaging, quantities and frequency. Restocking fees may apply. Certain Products, including, but not limited to, non-standard, custom, made-to-order or obsolete products, are not returnable. Unless Seller is in error, all returns of Products must be shipped freight prepaid by Buyer.

7. Licensed Software and Firmware.

Software and Products that are comprised of software or firmware are subject to additional terms and conditions set forth in separate Panduit or third-party License Agreements and such License Agreements will control to the extent there is any conflict with these General Terms and Conditions of Sale. In the absence of a separate License Agreement, Buyer is granted a non-exclusive, non-transferable license to use the software and/or firmware only in object code and solely in connection with Seller-provided Products, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware.

8. Limited Warranties.

a. Panduit Limited Product Warranty. Seller warrants the Products to Buyer and Buyer's customers in accordance with the terms, conditions and limitations of Seller's Limited Product Warranty in effect as of the date of shipment. Seller's Limited Product Warranty is located on Seller's website at www.panduit.com/warranty and is incorporated by reference into these General Terms and Conditions of Sale.

b. Panduit Service Warranty. Seller warrants to Buyer and Buyer's customers that the Services will be of a professional quality conforming to generally accepted industry standards and practices and in conformance with the applicable SOW.

c. THE FOREGOING WARRANTIES ARE SELLER'S EXCLUSIVE WARRANTIES. OTHERWISE, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE PRODUCTS, SERVICES AND DELIVERABLES PROVIDED OR THE RESULTS OBTAINED THEREFROM, AND BUYER AGREES THAT ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES THAT ARE NOT PROVIDED HEREIN ARE HEREBY EXCLUDED AND DISCLAIMED. SELLER WILL NOT BE LIABLE FOR ANY THIRD-PARTY SERVICES OR PRODUCTS EVEN IF IDENTIFIED OR REFERRED TO BY BUYER BY SELLER.

d. Support and Maintenance/Extended Warranties. Support and maintenance, technical support and any extended warranties for Products and/or Services are not included in the prices of the Products and Services, and are subject to additional terms and conditions which are set forth in separate Panduit or third-party Support and Maintenance Agreements or

Policies or in a SOW, and such Agreements/Policies/SOW terms will control to the extent there is any conflict with these General Terms and Conditions of Sale.

9. Disclaimer and Limitation of Liability.

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10. Intellectual Property Rights & Indemnification.

a. Except as otherwise stated herein, or in a written Quotation or Statement of Work, all Intellectual Property Rights in the Products and Services belong to Seller, and the Buyer shall not acquire any title, right or interest in such Intellectual Property Rights. Panduit and its subcontractors retain all right, title and interest in any pre-existing intellectual property that is owned by Panduit or its subcontractors ("Panduit IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Panduit IP during or as a result of the Services to be performed under any SOW. Unless otherwise stated in a Statement of Work, upon payment in full of the amounts due Seller for the Services, the Deliverables, except for any Panduit IP contained within such Deliverables, shall be owned by Buyer or Buyer's customer. Panduit hereby grants Buyer or Buyer's customer a worldwide, non-exclusive, royalty-free, perpetual, without the right to sublicense, license to use the Panduit IP that is incorporated in the Deliverables for Buyer or Buyer's customer's own internal use.

b. Except as provided below, Seller shall defend and indemnify Buyer from and against any damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of any claim that Products purchased from Seller infringe a valid United States patent or copyright or infringe a trade secret of a third party, provided that (i) Buyer promptly provides Seller written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (ii) Seller has sole control and authority with respect to the defense, settlement, or compromise thereof. Should any Products become or, in Seller's opinion, be likely to become the subject of such a claim, Seller may, at its option, either (x) procure for Buyer the right to continue purchasing and using such Products, or (y) replace or modify such Products so that they become non-infringing, or (z) request that Buyer return such Products and, upon receipt, reimburse Buyer the full purchase price paid for such Products as full and complete satisfaction for any claims Buyer may have against Seller arising from such infringement. In such event, Seller may withhold further shipments of infringing or potentially infringing Seller products. Seller's liability hereunder shall not exceed the purchase price paid by Buyer for Products found to be infringing. The foregoing states the entire liability of Seller with respect to infringement of patents, copyrights and trade secrets by Seller's Products or any part thereof or by their operation.

c. Seller shall have no liability or obligation to Buyer hereunder with respect to any patent, copyright or trade secret infringement or claim thereof based upon (i) compliance with designs, plans or specifications of Buyer or Buyer's customer, (ii) use of the Products by Buyer or any agents or customers of Buyer in combination with, or the incorporation or imbedding of the Products into third-party devices or products where Seller's Product alone would not be infringing, (iii) use of the Products by Buyer or Buyer's customer in an application or environment for which such Products were not designed or contemplated, (iv) modifications of the Products by Buyer or any agents or customers of Buyer, or (v) any claims of infringement of a patent, copyright or trade secret in which Buyer or any affiliate or customer of Buyer has an interest or license.

11. Remedies for Events of Default. If Buyer (i) fails to pay any amount within 30 days of the due date, (ii) files a petition in bankruptcy or seeks relief under any bankruptcy, reorganization, insolvency, dissolution, liquidation or similar law of any jurisdiction, or (iii) becomes unable to pay or suspends payment of its debts as they become due, or if a court issues an order appointing a receiver, custodian or administrator over all or part of Buyer's assets, Seller may terminate any outstanding purchase order. In addition, without waiving any other available remedies, Seller may declare immediately due and payable all sums due and to become due under any outstanding purchase order and/or stop all shipments in progress and future shipments to Buyer until the account is fully paid.

12. Force Majeure. Seller will not be liable for any loss, damage or delay arising out of its failure (or that of its subcontractors) to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of such delays, Seller's performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay.

13. Export Controls. If Buyer exports or re-exports the Products, Buyer agrees to comply with all applicable export laws and regulations. If Buyer exports or re-exports the Products, Buyer will, at its own expense, pay for all export licenses, customs charges, duties and related fees, and take all other actions required to accomplish the legal distribution of the Product acquired by Buyer. Buyer shall not, directly or indirectly, sell, distribute, export or re-export, (nor enable any third party to sell, distribute, export or re-export) any Products provided hereunder to any embargoed, terrorist or restricted country as designated by the U.S. Government or any other country with which commerce or export may be restricted, prohibited or otherwise limited by the U. S. Government or by the Territorial government (whether now or in the future). Buyer further agrees to provide Seller upon request written assurances of compliance with the requirements of this provision.

14. No Partnership or Joint Venture. The parties agree that nothing in these General Terms and Conditions of Sale will create any agency, employment relationship, partnership, or joint venture between Buyer and Seller.

15. Assignment. These General Terms and Conditions of Sale may not be assigned by either party without the written consent of the other (which consent may not be unreasonably withheld). However, consent is not required for internal transfers and assignments as between Seller and its parent company, subsidiaries or affiliates as a part of a consolidation, merger or any other form of corporate reorganization.

16. Waiver. Seller's waiver of any breach of any provision contained in these General Terms and Conditions of Sale will not waive any other breach by Buyer. Seller's delay or failure to enforce its rights under these General Terms and Conditions of Sale shall not be deemed a waiver of such rights.

17. Governing Law, Forum and Language. These Terms and Conditions of Sale are governed by the laws of the State of Illinois, and the applicable federal laws and international treaties of the United States of America without regard to choice of law principles. All disputes arising out of these Terms and Conditions of Sale shall be subject to the exclusive jurisdiction of the state courts in and for Cook County, Illinois (or, if there is federal jurisdiction, the United States District Court for the Northern District of Illinois) and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. These General Terms and Conditions of Sale shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The parties further agree that the English language shall be the controlling language of these General Terms and Conditions of Sale.

18. Entire Agreement. These General Terms and Conditions of Sale together with Seller's Quotation or order acknowledgment or confirmation, constitute the entire agreement between the parties regarding Buyer's purchases of Seller's Products and/or Services from Seller. If any provision of these General Terms and Conditions of Sale is held invalid, illegal or unenforceable, such provision will be reformed only to the extent necessary and all remaining provisions will continue in full force and effect.

Panduit End User License Agreement (EULA)

<http://www1.panduit.com/en/legal-information/end-user-license-agreement>

Panduit End User License Agreement (EULA)

Effective Date: May 1, 2015

IMPORTANT: CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS EULA. THE TERMS OF THIS EULA GOVERN YOUR USE OF THE PANDUIT SOFTWARE. IT IS VERY IMPORTANT THAT YOU PURCHASED THIS SOFTWARE FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE "END USER" OR "YOU") HAVE BEEN REGISTERED AS THE END USER FOR PURPOSES OF THIS PANDUIT END USER LICENSE AGREEMENT ("EULA"). DOWNLOADING, INSTALLING OR USING THE SOFTWARE CONSTITUTES YOUR ACCEPTANCE OF THIS EULA. THIS EULA IS A LEGALLY BINDING CONTRACT BETWEEN PANDUIT AND YOU PERTAINING TO THE SOFTWARE YOU ARE LICENSING FROM PANDUIT (THE "SOFTWARE") AND ANY ASSOCIATED MEDIA, MANUALS, PRINTED MATERIALS AND ONLINE OR OTHER ELECTRONIC OR WRITTEN DOCUMENTATION ("DOCUMENTATION"). DO NOT CONTINUE INSTALLATION OF THE SOFTWARE UNTIL YOU OR YOUR AUTHORIZED REPRESENTATIVE HAVE READ AND UNDERSTOOD THIS EULA. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS EULA, YOU MAY RETURN THE SOFTWARE, DOCUMENTATION, MEDIA-PACKAGE AND ALL ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND BINDERS OR OTHER CONTAINERS), TO PANDUIT IN CARE OF PANDUIT CORP., 18900 PANDUIT DRIVE, TINLEY PARK, ILLINOIS 60487, USA.

1. **DEFINITIONS.** For purposes of this EULA, the following additional definitions apply:

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- b. "Panduit" means Panduit Corp. and any of its wholly owned subsidiaries and affiliates, including without limitation, SynapSense Corporation, and Panduit Unite Ltd.
- c. "Quotation" means the document that describes in detail the usage limits, the software license fees and the technical specification of the Software that Panduit or the Approved Source is offering Buyer that is in effect when the Approved Source accepts Buyer's purchase order. It may be in the form of a quotation, a proposal or a statement of work.

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tk8.6

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tcl 8.6.7

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2018 Feb 9: Revision 1: Initial release.

2018 Apr 19: Revision 2: Letterhead update.