Moxa Free and Open Source Software Statement

Edition 1.0, March 2025

www.moxa.com/product

© 2025 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

© 2025 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

1

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.

CommandLineParser 2.9.1 : MIT License

JamesNK/Newtonsoft.Json 13.0.1 : MIT License

LibFT260 1.1.5 : Microsoft Windows SDK for Windows 7 and .NET Framework 4 License

2

License

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

MIT License

(JamesNK/Newtonsoft.Json 13.0.1)

The MIT License (MIT)

Copyright (c) 2007 James Newton-King

Permission is hereby granted, free of charge, to any person obtaining a copy of

this software and associated documentation files (the "Software"), to deal in

the Software without restriction, including without limitation the rights to

use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of

the Software, and to permit persons to whom the Software is furnished to do so,

subject to the following conditions:

The above copyright notice and this permission notice shall be included in all

copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR

COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER

IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN

CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE

MIT License

(CommandLineParser 2.9.1)

The MIT License

==========

Copyright (c) <year> <copyright holders>

Permission is hereby granted, free of charge, to any person obtaining a copy of
this software and associated documentation files (the "Software"), to deal in the
Software without restriction, including without limitation the rights to use,
copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the
Software, and to permit persons to whom the Software is furnished to do so,
subject to the following conditions:

The above copyright notice and this permission notice shall be included in all
copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Microsoft Windows SDK for Windows 7 and .NET Framework 4 License

(LibFT260 1.1.5)

Microsoft Windows SDK for Windows 7 and .NET Framework 4 License
==========

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SOFTWARE DEVELOPMENT KIT FOR WINDOWS 7 and .NET FRAMEWORK 4

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. You may install and use any number of copies of the software on your devices to design, develop and test your programs that run on a Microsoft Windows operating system. Further, you may install, use and/or deploy via a network management system or as part of a desktop image, any number of copies of the software on computer devices within your internal corporate network to design, develop and test your programs that run on a Microsoft Windows operating system. Each copy must be complete, including all copyright and trademark notices. You must require end users to agree to the terms that protect the software as much as these License terms.

   b. Included Microsoft Programs. The software contains other Microsoft programs. These license terms apply to your use of those programs.

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, plus any files listed on the REDIST list located at http://go.microsoft.com/fwlink/?LinkID=185268&clcid=0x409.

ii. Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."

iii. Sample Code for Microsoft Bing Maps AJAX Control. The software contains sample code that makes use of the Bing Maps AJAX Control. Your use and access of the Bing Maps AJAX Control is subject to the "Microsoft Bing Maps Platform API's Terms of Use" which is located at: http://go.microsoft.com/fwlink/?LinkID=185267&clcid=0x409.

iv. Microsoft Merge Modules. You may copy and distribute the unmodified output of Microsoft Merge Modules.

v. Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

vi. Distribution Requirements. For any Distributable Code you distribute, you must

* add significant primary functionality to it in your programs;

* for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your application;

* distribute Distributable Code included in a setup program only as part of that setup program without modification;

* 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;

* for Distributable Code from the Windows Media Services SDK portions of the software, include in your program's Help-About box (or in another obvious place if there is no box) the following copyright notice: "Portions utilize Microsoft Windows Media Technologies. Copyright (c) 2006 Microsoft Corporation. All Rights Reserved"; and

* indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

vii. Distribution Restrictions. You may not

* alter any copyright, trademark or patent notice in the Distributable Code

;

viii. use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;

ix. distribute Distributable Code to run on a platform other than the Windows platform;

x. include Distributable Code in malicious, deceptive or unlawful programs; or

xi. 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

xii. the code be disclosed or distributed in source code form; or

xiii. others have the right to modify it.

b. Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

3. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time. You may not use this service in any way that could harm it or impair anyone else's use of it. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.

4. 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. For more information, see www.microsoft.com/licensing/userights. 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; or

* use the software for commercial software hosting services.

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

6. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

7. TRANSFER TO A THIRD PARTY. The first user of the software may transfer it, and this agreement, directly to a third party. Before the transfer, that

party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

8. 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.

9. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 dues 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.

© [2025] Moxa Inc. All rights reserved.