



## LICENSE AGREEMENT

This agreement is entered into between Commercial Timesharing Inc., a company doing business at 2740 Cory Avenue, Akron, Ohio 44314, USA, and

---

Company Name / Address  
(hereinafter referred to as "CLIENT")

Commercial Timesharing Inc. licenses the PLCIO Software Library (hereinafter referred to as "PLCIO") to you only upon the condition that you accept all of the terms contained in this license agreement.

## DEFINITIONS

"Production Server" refers to the intended target server or computer where any application using PLCIO is intended to be run in "production"—that is, outside of the application development environment.

"Development Server" refers to a single server or computer where PLCIO is actively being developed by a Development Team.

"Development Team" refers to any one or group of persons at a single site in CLIENT's organization who intends to integrate PLCIO into a software program or application.

## DEVELOPMENT LICENSE

Purchase of a PLCIO Development License entitles one Development Team in CLIENT's organization to the following privileges. A Development Team may:

- a) View, modify, copy, or otherwise include the PLCIO's source code in any existing applications' or computer programs' source code set within CLIENT's organization.
- b) Compile PLCIO into binary form to be included directly in any existing software applications. The PLCIO library may be statically or dynamically linked as needed.
- c) Operate any number of programs containing PLCIO on any number of Development Servers for testing purposes.
- d) Distribute programs containing PLCIO only in binary form to others outside CLIENT's organization as needed for legitimate support cases.

## RUNTIME LICENSE

Purchase of a PLCIO Runtime License entitles CLIENT to the following privileges. CLIENT may:

- a) Operate any number of programs containing PLCIO on one (1) Production Server for each one (1) Runtime License owned. Only one license is required per physical server hardware, regardless of number of CPUs, cores, virtual machines, or processes running PLCIO on that server.
- b) Install PLCIO in non-operating form on any backup or fail-over server. Such software may automatically become active if the Production Server running PLCIO fails or is otherwise taken out of “production” status.
- c) Install, move, or otherwise copy PLCIO onto multiple Production Servers, provided that only one (1) Production Server is operating the PLCIO software at a time for each one (1) Runtime License owned.

## NON-DISCLOSURE

CTI agrees to furnish CLIENT with the following list of materials, subject matter, and/or concepts and ideas:

### **PLCIO Source Code**

CLIENT agrees not to, directly or indirectly, in any way reveal, report, publish or disclose, transfer or otherwise use any of the above listed subject matter outside of CLIENT's organization, except as authorized in a written agreement between CTI and CLIENT.

## WARRANTY

COMMERCIAL TIMESHARING INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow the limitation or exclusion of implied warranties and you may be entitled to additional rights in those states.

## DISCLAIMER OF DAMAGES

Commercial Timesharing Inc. has made every effort possible to ensure that PLCIO is free of any bugs or errors; however in no way is PLCIO to be considered error or bug free. You assume all responsibility for any damages or lost data that may result from any errors or bugs in PLCIO.

IN NO EVENT WILL COMMERCIAL TIMESHARING INC. BE LIABLE TO YOU FOR ANY GENERAL, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES ARISING OUT OF THIS LICENSE.

Read, Understood and Agreed:

**CLIENT**

**CTI**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Optional Second Signature / Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Date