PL-316 FOUNDATION™ Fieldbus Software Distribution License Agreement Cover Page

Instructions:

Carefully review this document and the following instructions. This document must be completed and submitted to FieldComm Group before any Device Test Campaign or Device Support File Test Campaign can begin.

This document authorizes FieldComm Group to test the support files for your device and to distribute those files to end users if they meet registration requirements. Distribution of registered device support files will be from our registered product catalog as well as from a registered DD Library, which is available by subscription to FieldComm Group member companies.

Complete one (1) copy of the document and have the responsible officer at your company sign it. Upload a PDF or TIFF of the signed agreement to the associated support ticket on our support portal with the other documents required for your test campaign.

Upon completion of the test campaign, the Client will receive a final copy of this document, representing the exact support files that were tested, and including a signature from our President.

Important:

This document is not complete and will not be accepted without a signature and all six of the required fields to describe each device support file in Exhibit A on the last page of this document.

Any updates to the device support files for the device under test during a test campaign will require changes to Exhibit A of this agreement, Exhibit A5 of CS-453 Testing Agreement, and Worksheet A5 in the CS-453 Field Device Exhibits Spreadsheet. When the updated Device Support Files are uploaded to the test administrator, they MUST be accompanied by updates to the above three documents or testing will not continue on your device or its associated support files.

Device Shipping Information FR10045

Company Name:		(Contact's Name:			
Address:						
			Jontact's Phone: _			
city, State, Zip:		(Country:			
Product Descr	riptions					
		1			1 304 3 34	
Name and Model Information	Description/Function	Serial Number	Customs / Harmonization / Schedule B Code	Customs Value	Weight	Country of Origin
Example: Company X 9099-FF	Coriolis Mass Flowmeter	BR549702098787	689026.10.5000	\$1000	10 lbs.	Germany
Example: Company X 9099-FF	Coriolis Mass Flowmeter	BR549702098787	689026.10.5000	\$1000	10 lbs.	Germany
Company X 9099-FF	Coriolis Mass Flowmeter ny:		•		1	

5. ROYALTIES

No royalties will be paid to the Developer by FCG.

6. INDEMNIFICATION

Developer hereby agrees to indemnify and hold FCG harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against FCG by reason of Developer's breach of any condition, warranty, or representation made pursuant to this License; and/or that FCG's use of any or all of the Materials licensed hereunder infringe or otherwise violate the rights, in whole or in part, of any third party. In the event that FCG seeks indemnification under this Paragraph 6, it shall immediately notify Developer in writing, of any claim or proceeding brought against it for which it seeks indemnification hereunder. In no event may Developer enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind, FCG in any manner to said third party, without the prior written consent of FCG.

7. CONFIDENTIALITY

Each party agrees that it will not disclose the provisions of this License to any third parties without the prior written consent of the other party.

8. NOTICES

All notices provided for in this License shall	be in writing, and shall be effective when sent by
first class mail to FCG (Attn: President) and	l/or to the Developer
(Attn: (contact name)) at the address set forth above.

9. NO PARTNERSHIP, ETC

This License does not constitute and shall not be construed as constituting a partnership or joint venture between FCG and Developer. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

10. NON-ASSIGNABILITY

This License shall bind and inure to the benefit of both parties, and neither party shall have the right to assign this License, in whole or in part, without the prior written consent of the other party.

11. GOVERNING LAW

The construction and meaning of the terms and provisions of this License shall be interpreted in accordance with laws of the State of Delaware, excluding its choice of law rules. In any legal action relating to this Agreement, Client agrees and consents (a) to the exercise of jurisdiction over it by a state or federal court in Delaware, U.S.A., and (b) that if Client brings the action, it shall be instituted exclusively in one of the courts specified in subsection (a) above. FCG may institute legal action in any appropriate jurisdiction.

12. AMENDMENT

This Agreement may not be modified or amended except in a writing signed by both parties.

13. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement shall remain in full force and effect.

14. WAIVER

Any waiver (express or implied) by either party of any violation or breach of this Agreement shall not constitute a waiver of any other or subsequent violation or breach.

15. ENTIRE LICENSE

This License constitutes the entire agreement between the parties concerning the subject matter hereof. Any waiver, variation or amendment of any term or condition of this License shall be effective only if signed by authorized representatives of both parties hereto.

"IN WITNESS WHEREOF, the parties hereto have signed this License as of the day and year first above written.

"FCG":	FieldComm Group
Address:	9430 Research Blvd., Suite 1-120, Austin, Texas 78759 USA
Name:	Ted Masters
Title:	President & CEO
Signature:	
J	
'Developer":	
Signature:	

EXHIBIT A

The Materials consist of a collection of the following electronic data files, described herein by Manufacturer's ID, Device Type, file name, file size, file date of creation, and CRC-32 (IEEE-802):

These Materials are provided for distribution via the Registered Library and the Public Library.

	Unpackaged Device Descriptions and Capability Files To Be Tested						
	MANUFAC_ID DEV_TYPE File Name File Size File Date					CRC-32	
	(in hex)	(in hex)		(in bytes)	(mm/dd/yyyy)	(in hex)	
1			.FFO				
2			.SYM				
3			.FF5				
4			.SY5				
5			.CFF				
Ex:	009999	3021	0101.FFO	545,678	04/19/2018	99FF77BB	
Ex:	009999	3021	010101.CFF	12,345	04/19/2018	A1C2E3G4	

	FDI Packaged Device Description and Capability Files To Be Tested						
	MANUFAC_ID	DEV_TYPE	File Name	File Size	File Date	CRC-32	
	(in hex)	(in hex)		(in bytes)	(mm/dd/yyyy)	(in hex)	
1			.FF6				
2			.CFF				
Ex:	009999	3021	0101.FF6	2,345,678	04/19/2018	02AB03CD	
Ex:	009999	3021	010101.CFF	12,345	04/19/2018	A1C2E3G4	

To quickly determine the CRC-32 value for files in the first table, place them into a folder structure of \MANUFAC_ID\DEV_TYPE\(support files) and then create an archive file with a tool like Winzip. If the archive is then opened, it should be possible to view the properties of the file, which will include the file size, date, and CRC-32.

To quickly determine the CRC-32 value for the FF6 file and CFF file within an FDI Package, make a copy of the package, then change the file extension from ".FDIX" to ".ZIP". You can now open the zip archive and view the properties of the CFF file and DD6 file within the FDI Package in order to complete the second table above.

A CFF file of the same name, like "010101.CFF" that is found in each table should be identical, and would therefore have the same CRC-32.