

# Micrium

## End-Products, Product Line Software License Agreement

This Software License Agreement is entered between **Micrium**, 949 Crestview Circle, Weston FL 33327 and **COMPANY NAME** (from now on **Licensee**) with registered address at **COMPANY ADDRESS**. This agreement is effective beginning **DATE**.

### Agreement

**Micrium** and **Licensee** agree as follows:

#### Section 1: Licensed Product(s)

<input type="checkbox"/> <b>μC/OS-II</b> CPU <input type="text"/>	<input type="checkbox"/> <b>μC/TCP-IP</b>	<input type="checkbox"/> <b>μC/GUI Color</b>
<input type="checkbox"/> <b>μC/CIK</b>	<input type="checkbox"/> <b>μC/DHCPc</b>	<input type="checkbox"/> <b>μC/GUI Grayscale</b>
<input type="checkbox"/> <b>μC/LCD</b>	<input type="checkbox"/> <b>μC/DNSc</b>	<input type="checkbox"/> <b>μC/GUI B&amp;W</b>
<input type="checkbox"/> <b>μC/Modbus-S</b>	<input type="checkbox"/> <b>μC/FTPc</b>	<input type="checkbox"/> AA
<input type="checkbox"/> <b>μC/Modbus-M</b>	<input type="checkbox"/> <b>μC/FTPs</b>	<input type="checkbox"/> MD
<input type="checkbox"/> <b>μC/CAN</b>	<input type="checkbox"/> <b>μC/HTTPs</b>	<input type="checkbox"/> WM
Driver <input type="text"/>	<input type="checkbox"/> <b>μC/POP3c</b>	<input type="checkbox"/> Multi-Layer
<input type="checkbox"/> <b>μC/FS (FAT)</b>	<input type="checkbox"/> <b>μC/SMTpC</b>	<input type="checkbox"/> VNC Server
<input type="checkbox"/> <b>μC/EFS</b>	<input type="checkbox"/> <b>μC/SNTpC</b>	<input type="checkbox"/> Simulator Source
Driver <input type="text"/>	<input type="checkbox"/> <b>μC/TFTPc</b>	Driver <input type="text"/>
<input type="checkbox"/> <b>μC/USB-Bulk</b>	<input type="checkbox"/> <b>μC/TFTPs</b>	<input type="checkbox"/> <b>μC/USB-Bulk</b>
<input type="checkbox"/> <b>μC/USB-MSD</b>		<input type="checkbox"/> <b>μC/USB-MSD</b>
Windows Driver Source <input type="text"/>		<input type="checkbox"/> Windows Driver Source
Driver <input type="text"/>		Driver <input type="text"/>

#### Section 2: Definitions

2.1 A product-line consists of any product that serves the same purpose. Below are examples of product-line:

- Standard Televisions (TVs)
- High Definition Televisions (HDTVs)
- DVD players
- Portable DVD players
- Cell phones
- Video cameras

Note that most companies would consider standard TVs and HDTVs as two separate product lines. The same is true for DVD and portable DVD players.

- 2.2 Automobiles with many microprocessors would not be considered a product-line. All GPS navigation systems used in automobiles, however, would be considered a product-line.

### *Section 3: Grant of License and Rights*

- 3.1 Solely in return for a single paid-up license fee payment as specified below, **Micrium** grants **Licensee** the rights set forth herein, and both **Micrium** and **Licensee** accept the terms, conditions, and licenses stated in this agreement.
- 3.2 **Licensee** is granted the rights to distribute an unlimited quantity of the **Licensed Product(s)** in the current version and future revisions of the following product-line: **PRODUCT LINE NAME** for the life of this product line.
- 3.3 **Licensee** has the right to distribute the **Licensed Product(s)** in executable code to its customers.
- 3.4 **Licensee** shall have the right to use, modify, and/or distribute the modified or unmodified executable code of the **Licensed Product(s)**.
- 3.5 **Licensee** shall not sell nor distribute the source code for **Licensed Product(s)**.
- 3.6 **Licensee** customers and any tier that have purchased products shall have the right to use and distribute the **Licensed Product(s)**, in executable form, solely as part of the end product specified in section 3.2.
- 3.7 **Licensee** customers that have purchased products shall have no right to sell or distribute the **Licensed Product(s)** executable code.

### *Section 4: Fees*

- 4.1 In full consideration of all rights hereby granted to **Licensee** and its customers at any tier, **Licensee** will pay **Micrium** or its distributor the agreed upon amount for each processor running different binaries running the **Licensed Product(s)**.

*Section 5: General*

- 5.1 Neither party provides or assumes any warranty with respect to the code provided hereunder. Neither party guarantees the accuracy, adequacy, or completeness of any code provided and is not responsible for any errors or omissions or the results obtained from use of the code, except that **Micrium** warrants that it has the right to grant rights and licenses herein granted.
- 5.2 This agreement is the entire agreement between the parties regarding the **Licensed Product(s)**.
- 5.3 If the **Licensee** purchased a **μC/FS** (FAT) file system, it is the responsibility of the **Licensee** to contact Microsoft Corporation for royalty licensing about the use of the FAT file system.
- 5.4 **Licensee** will receive free e-mail and telephone support for a period of one year.

*Section 6, Limitation of Liability*

- 6.1 TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS EXPRESSLY PROVIDED OTHERWISE UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.2 **Micrium's** total liability is limited to the amount paid by **Licensee** for the **Licensed Product(s)**.

**Authorized Signatures**

In order to bind the parties to this agreement, their duly authorized representatives have signed their names below on the dates indicated.

\_\_\_\_\_  
Jean J. Labrosse, President  
**Micrium**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Licensee Representative**

\_\_\_\_\_  
Date