

# Product Line Royalty-Free License Agreement

Lic # \_\_\_\_\_  
For Micro Digital use only

Subject to the terms and conditions of this agreement, license is hereby granted to:

Licensee's Name \_\_\_\_\_

Development Site Address \_\_\_\_\_

to use Micro Digital Products within the engineering organization at the above address, and to embed binary copies of Micro Digital Products in or to ship executable copies of Micro Digital Products with:

Licensee's Product Line (*your* product line): \_\_\_\_\_

Licensee's Product Line Description: \_\_\_\_\_

for Use only with Processor: \_\_\_\_\_

Without further charges, subject to the definitions and conditions set forth below. "Product," as used below, means any product purchased from Micro Digital, Inc. "Vendor," as used below, means Micro Digital, Inc. or, if Product is resold by Micro Digital, the lawful owner of Product.

- Licensee shall pay the full amount agreed for purchase of Product License within the period agreed.
- Licensee agrees that Product software, copyrights and all other proprietary Product rights remain the property of Vendor, including all enhancements, modifications, and updates made to Product. Licensee further agrees to honor and protect the proprietary rights and copyrights of Vendor, which are associated with Product.
- Licensee agrees to not use Product to produce a product serving the same or similar purpose as Product and offered in competition with Product.
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- Licensee's product means a combined hardware/software product wherein Licensee is using Product in its intended manner to support application software. Note that this license covers only one developed product line, unless otherwise stated above. Unless otherwise permitted in Attachment, Licensee's product must be a closed system, which does not permit licensee's OEM customers to add code of their own which runs with Product on the same processor.
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- Embedded binary copy means an absolute copy stored in a memory device. Executable copy means a copy intended for direct execution by a processor. An executable copy may be distributed on disk or other suitable medium. Under no circumstances is source code or object code included in these definitions. Licensee may not distribute Product in any other form.
- If not satisfied, Licensee may return Product within a period of 30 days, from receipt, for a full refund. Licensee must certify, in writing, that all copies of Product have been returned or destroyed.
- Defective materials will be replaced, free of charge, for a period of 90 days from receipt.
- DISCLAIMER OF WARRANTY: THIS SOFTWARE IS SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY. THE SELLER'S SALESPERSONS MAY HAVE MADE STATEMENTS ABOUT THIS SOFTWARE. ANY SUCH STATEMENTS DO NOT CONSTITUTE WARRANTIES. THIS SOFTWARE IS SOLD WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. BECAUSE OF THE DIVERSITY OF CONDITIONS AND HARDWARE UNDER WHICH THIS SOFTWARE MAY BE USED, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED. THE USER IS ADVISED TO TEST THE SOFTWARE THOROUGHLY BEFORE RELYING UPON IT. THE USER MUST ASSUME THE ENTIRE RISK OF USING THE SOFTWARE. ANY LIABILITY OF SELLER OR VENDOR WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF THE PURCHASE PRICE.
- Micro Digital will provide free updates, as released, and agrees to fix latent bugs for the duration of the maintenance period.
- Micro Digital represents that it is the sole owner of all intellectual property rights necessary in order to manufacture and sell Product or otherwise has all necessary rights to manufacture and sell Product without violating intellectual property or other rights of any third party, to the best of its knowledge, and that there is currently no actual or threatened claim by any third party based upon any alleged violation of any such rights by Micro Digital in connection with the manufacture or sale of the Product.
- This agreement may be terminated by Micro Digital on evidence that it has been breached by Licensee and upon Licensee's failure to cure any such breach within 30 days after written notice thereof. Licensee may terminate by returning Product, destroying all copies of Product, and by certifying, in writing, that it has done so. Even so, paragraph 2 will remain binding upon Licensee in perpetuity.
- This agreement, the Product Source Code Agreement, and:  
\_\_\_\_\_  
Name of Attachment (write "NONE" if none)  
  
if signed by Licensee and Micro Digital, constitute the whole agreement between Licensee and Micro Digital concerning Product.
- This agreement is governed by the laws of the State of California, USA.
- A copy of this agreement and attachment, if any, has the same effect as the original.

Agreed to and accepted by licensee's authorized representative:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title (please print) \_\_\_\_\_

Agreed to and accepted by Micro Digital:

Ralph Moore \_\_\_\_\_ Date \_\_\_\_\_

President

# Product Source Code Agreement

(Addendum to Single Product Royalty-Free License Agreement)

Copies of full Product Source Code ordered for Micro Digital products will be made available to:

Developer's Name \_\_\_\_\_

Address of Developer's Engineering Site \_\_\_\_\_

subject to the conditions set forth below. "Product Source Code," as used below, excludes C and C++ header files and assembly include files. "Product," as used below, means any product purchased from Micro Digital, Inc. "Vendor," as used below, means Micro Digital, Inc. or, if Product is resold by Micro Digital, the lawful owner of Product.

1. Product and all copies thereof remain the property of Vendor.
2. Developer will appoint an individual within Developer's organization to be Product Custodian. This individual will be given the responsibility and authority to safeguard Product Source Code. In particular, Custodian shall have the authority to regulate access to Product Source Code and the responsibility to report security breaches to Micro Digital. This does not relieve Developer of liability for any breach of this agreement. Custodian shall not be held liable for any breach or violation of this agreement.
3. Developer will treat Product Source Code at least as carefully as it treats its own trade secrets. When not in use, Product Source Code will be kept in a safe place.
4. Developer may copy Product Source Code only to the extent necessary for archival and backup purposes and for internal use in accordance with this agreement. Developer's right to copy and to use Product, in any form, is at all times and in each instance, conditional upon Developer reproducing on each copy all copyright notices and proprietary legends of Micro Digital, Inc. and its licensors.
5. No copy will be permitted to leave Developer's Engineering Site, as identified above, except to be placed in a safe, in a safe-deposit box, or for the purpose of secure offsite backup.
6. Should Product Source Code be stored in a computer accessible via a network, Developer hereby agrees to limit access to only authorized users and for only limited times, after which user's access rights will be cancelled and user's local Product Source Code copies will be deleted. Developer also represents that it maintains a reasonable security system on its network, including password-level protection and firewall protection that will guard Product Source Code access.
7. Micro Digital will provide free Product Source Code updates, as released, for the duration of the maintenance period.
8. Micro Digital may, from time to time, request reports from the Custodian detailing where Product Source Code is kept, descriptions of security measures to protect it, and a list of who has accessed Product Source Code and the time period for each.
9. If Developer breaches a material provision of this agreement and does not cure the breach within 30 days after written notice from Micro Digital, Micro Digital may demand return of all Product Source Code copies in Developer's possession with no reimbursement to Developer.
10. This agreement is governed by the laws of the State of California, USA.
11. A copy of this agreement has the same effects as the original.

**Agreed to and accepted by Developer's authorized Representative:**

\_\_\_\_\_  
Representative Signature Date

\_\_\_\_\_  
Representative Name (please print)

\_\_\_\_\_  
Representative Title (please print)

**We hereby appoint as Product custodian:**

\_\_\_\_\_  
Custodian Name (please print)

I hereby accept appointment as Product Custodian and will ensure that the above conditions are enforced to the best of my ability. I agree to notify Micro Digital in the event that I am no longer able to exercise this responsibility.

\_\_\_\_\_  
Custodian Signature Date

\_\_\_\_\_  
Custodian Title (please print)

**Agreed to and accepted by Micro Digital:**

\_\_\_\_\_  
Date

Ralph Moore

President

## Instructions for Completing Micro Digital Product Royalty-Free License Agreements

This agreement allows use of Micro Digital product development kits at **one development site** to develop one or more products, as specified by the license agreement. (See Micro Digital Licensing Options for discussion of available license options. The agreement you execute must be for the license option you have chosen)

After “**Licensee's Name**” please fill in your company's name and, if a large company, the identity of your division, lab, or group. Your **development site** is identified by its address and building number (if there is more than one building at the address).

After “**Licensee's Product/Line/Family**” please identify the exact product, line, or family our product(s) will be used in. If this is secret, you may use a code name or other means of *traceable* identification. If you are using our products(s) only for research, please so state. Not required for site licenses.

After “**Licensee's Product/Line/Family Description,**” please describe the nature of the product, line, or family. This should encompass minor variants. Not required for site licenses

After “**for Use only with Processor(s)**” please provide specific vendor name and processor part number(s) on which this software will run. It is acceptable to specify a closely-related set of processors as one processor (e.g. “NXP LPC2468 and subset parts”). A change to a processor not listed is usually considered to be indicative of a new design and a new license may be required.

For a single product license, fill in the **production limit** on the line in paragraph 9. For a standard license, this should be 50,000.

**Small Quantity Licenses** In cases where a variety of products are produced in small quantities, we often can extend a single product license to cover multiple products. Examples are small contract design and manufacturing companies which produce only a few of each design for their customers and internal test equipment groups which produce only a few testers of each kind for internal use. Contact us if you feel that you qualify for an **extended license**.

**The license agreement must be signed by someone who is legally authorized to bind the named licensee (your company or organization) to its terms.**