

Non-exclusive Software License Agreement for USBIO Development Kit for Windows

Source Code License

This license agreement ("Agreement") is a legal agreement between YOU (either an individual or a legal entity) and Thesycon Software Solutions GmbH & Co. KG ("THESYCON"), whose address is Werner-von-Siemens-Str. 2, 98693 Ilmenau, Germany. YOU agree to be bound by the terms of this Agreement.

§1 General

§1.1 THESYCON is willing to license the USBIO Development Kit for Windows ("Software") to YOU according to the terms set forth below.

§1.2 The Software is licensed not sold. THESYCON grants YOU a non-exclusive license to use the Software under the terms of this Agreement.

§1.3 THESYCON is and remains the sole and exclusive owner of the Software and the accompanying written materials. Besides the rights to use the Software as defined by this license agreement YOU receive no further rights concerning the Software.

§1.4 If YOU have not yet purchased a license to the Software, THESYCON grants YOU the right to use the Demo version of the Software for an unlimited evaluation period. The Demo package may freely be distributed or passed to third parties.

§2 Grant of Source Code License

§2.1 YOU receive the Software in binary executable format and additionally the source code of the USBIO Development Kit ("Source Code"). The Software contains 32 and 64 bit versions depending on the operating system. The Software supports the following operating systems:

- Windows 7, Windows Vista, Windows XP, Windows 2000,
- Windows Embedded Standard and
- Windows Server.

A detailed list of supported operating systems is given in the Reference Manual.

§2.2 YOU are allowed to install and use the Software on any number of computers at the site for which the license was given.

§2.3 Source Code Restrictions

YOU are permitted to modify and compile the Source Code. YOU may use the Source Code to develop derived software modules. YOU may distribute such derived software modules only in binary executable format with respect to §2.4.

YOU are **not permitted** to pass the Source Code, either in whole or in part, or modified, or derived versions of the Source Code to any third parties. YOU are not permitted to sublicense the Source Code, either in whole or in part, or modified or derived versions.

§2.4 Distribution of the Software

YOU **are obliged** to create a customized Software package, in the following called "Customized Software".

YOU are allowed to distribute the Customized Software with YOUR hardware products. There is no limit on the number of hardware products which may be distributed.

To create the Customized Software YOU **are obliged** to execute the following customization steps:

- use an official registered USB vendor ID (VID),
- choose a unique USB product ID (PID) for each product,
- generate a unique DriverUserInterfaceGuid,
- define an own setup class,
- choose unique file names for SYS files and INF files,
- choose unique file names for DLL files and TLB files (required for USBIOCOM only).

A detailed description of the required procedure is given in the Reference Manual.

YOU **are not allowed** to distribute the Customized Software with the THESYCON Authenticode Certificate. YOU have to use YOUR own Authenticode Certificate.

YOU **are not allowed** to distribute the original (un-customized) Software package.

YOU are permitted to authorise anyone who manufactures or sells YOUR hardware products to copy the Customized Software, or parts of it, and distribute the copies if the distributed Software are for use with YOUR hardware products.

YOUR customers **are not allowed** to use the Customized Software with modifications of YOUR hardware products.

YOU are allowed to provide the Customized Software to Microsoft Corporation under a Windows Hardware Quality Labs Testing Agreement.

§2.5 YOU **are not allowed** to reverse engineer, decompile, or disassemble the Software.

§2.6 YOU **are not allowed** to use the Software to create a software product similar to or competitive with the one licensed under this Agreement.

§3 Product Updates

THESYCON reserves the right to modify and enhance the Software in the pursuit of engineering progress.

THESYCON may change and/or update the contents and implementations of its products at any time without prior notice. During the warranty period YOU receive free updates of the Software.

§4 Warranty and Intellectual Property Protection

§4.1 General Warranty. THESYCON warrants that it has full power and authority to grant YOU the rights granted herein and that the Software and accompanying documentation are free of any and all restrictions, settlements, judgments or adverse claims.

§4.2 Warranty Period. THESYCON warrants that the Software operates substantially in accordance with the published functional specifications. The warranty period of the Software is 6 months. It starts with the delivery date of the Software. During this period THESYCON fixes issues free of charge.

§4.3 No Infringement. THESYCON warrants that the Software, accompanying documentation, trademarks, copyrights and trade names referred to in this Agreement do not violate or infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party and that THESYCON is not aware of any facts upon which such a claim for infringement could be based. THESYCON will promptly notify YOU if it becomes aware of any claim or any facts upon which a claim could be based.

§4.4 Limited Warranty and Liability. Except as expressly provided herein, THESYCON makes no other warranties, either express or implied, regarding the Software, its merchantability or its fitness for any particular purpose. In no event shall THESYCON be liable for any direct or indirect damages (including, but not limited to, loss of data, loss of profit, or business interruption) arising in any way out of the use of the Software.

§5 Term and Termination

§5.1 Unless otherwise terminated earlier under this section, this Agreement will commence as of the Effective Date set forth below, and will continue for an unlimited period of time.

§5.2 If YOU are in breach of any of the terms of this license agreement, THESYCON may cancel this contract immediately. After the cancellation of the agreement, YOU are not permitted to continue to use or to distribute the Software, either in whole or in part.

§5.3 In case of any termination of the agreement, YOU are obliged to immediately delete the Software that YOU have obtained under this agreement as well as to destroy all working and backup copies.

§6 Miscellaneous

§6.1 YOU are not permitted to transfer or assign YOUR rights and duties arising from this license agreement to a third party.

§6.2 This agreement is governed by the laws of the Federal Republic of Germany. The place of jurisdiction shall be Jena (Germany).

§6.3 Should any provision of this license agreement be held to be invalid by any court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remainder of the license agreement shall nonetheless remain in full force and effect.

§7 License Details

Please complete the fields below, sign and return to:

TheSycon Software Solutions GmbH & Co. KG
Werner-von-Siemens-Str. 2
98693 Ilmenau, Germany
Fax: +49 3677 846218

I would like to order a USBIO Development Kit for Windows - Source Code License:

Licensee (YOU, Company Name): _____

Company Address (City, Street): _____

Country: _____ **VAT no.:** _____ (required for EU)

Phone: _____ **Website:** _____

Name (printed): _____

Title (printed): _____

Email: _____

I have read and understood the license conditions. I agree to the "USBIO Development Kit for Windows - Source Code License" Software License Agreement.

Date: _____ **Signature:** _____

Licensor (THESYCON): TheSycon Software Solutions GmbH & Co. KG

Address: Werner von Siemens-Straße 2, 98693 Ilmenau, Germany.

Name (printed): Ute Eberhardt

Title (printed): Managing Director

Email: ute.eberhardt@thesycon.de

Signature: _____