

IMPORTANT:

MICROCHIP IS WILLING TO LICENSE THE ACCOMPANYING SOFTWARE AND DOCUMENTATION TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE FOLLOWING TERMS. TO ACCEPT THE TERMS OF THIS LICENSE, CLICK "I ACCEPT" AND PROCEED WITH THE DOWNLOAD OR INSTALL. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, CLICK "I DO NOT ACCEPT," AND DO NOT DOWNLOAD OR INSTALL THIS SOFTWARE.

NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT FOR ACCOMPANYING MICROCHIP SOFTWARE AND DOCUMENTATION INCLUDING, BUT NOT LIMITED TO:

**GRAPHICS LIBRARY SOFTWARE,
IrDA STACK SOFTWARE,
MCHPFSUSB STACK SOFTWARE,
MEMORY DISK DRIVE FILE SYSTEM SOFTWARE,
mTOUCH™ CAPACITIVE LIBRARY SOFTWARE,
PC PROGRAMS,
SMART CARD LIBRARY SOFTWARE,
TCP/IP STACK SOFTWARE,
AND/OR
MiWi™ DE SOFTWARE**

IMPORTANT - READ CAREFULLY.

This Nonexclusive Software License Agreement (“Agreement”) is a contract between you, your heirs, successors and assigns (“Licensee”) and Microchip Technology Incorporated, a Delaware corporation, with a principal place of business at 2355 W. Chandler Blvd., Chandler, AZ 85224-6199, and its subsidiary, Microchip Technology (Barbados) Incorporated (collectively, “Microchip”) for the accompanying Microchip software including, but not limited to, Graphics Library Software, IrDA Stack Software, MCHPFSUSB Stack Software, Memory Disk Drive File System Software, mTouch™ Capacitive Library Software, PC programs, Smart Card Library Software, TCP/IP Stack Software, MiWi™ DE Software, and any updates thereto (collectively, the “Software”), and accompanying documentation, including images and any other graphic resources provided by Microchip (“Documentation”).

The Software and Documentation are licensed under this Agreement and not sold. U.S. copyright laws, international copyright treaties, and other intellectual property laws and treaties protect the Software and Documentation. Microchip reserves all rights not expressly granted to Licensee in this Agreement.

1. License and Sublicense Grant.

(a) **Definitions.** As used in this Agreement, the following capitalized terms will have the meanings defined below:

- (i) **“Microchip Products”** means Microchip microcontrollers, Microchip digital signal controllers, or other Microchip products that use or implement the Software.
- (ii) **“Licensee Products”** means Licensee products that use or incorporate Microchip Products.
- (iii) **“Object Code”** means the Software computer programming code that is in binary form (including related documentation, if any), and error corrections, improvements, modifications, and updates.
- (iv) **“Source Code”** means the Software computer programming code that may be printed out or displayed in human readable form (including related programmer comments and documentation, if any), and error corrections, improvements, modifications, and updates.
- (v) **“Third Party”** means Licensee’s agents, representatives, consultants, clients, customers, or contract manufacturers.
- (vi) **“Third Party Products”** means Third Party products that use or incorporate Microchip Products.

(b) **Software License Grant.** Microchip grants strictly to Licensee a non-exclusive, non-transferable, worldwide license to use the Software, as described below:

(i) Graphics Library Software, MCHPFSUSB Stack Software, Memory Disk Drive File System Software, mTouch™ Capacitive Library Software, Smart Card Library, TCP/IP Stack Software, and other accompanying Microchip software not otherwise expressly addressed in Section 1(b)(ii) or Section 1(b)(iii) below:

- (1) Licensee may use, modify, copy, and distribute the Software identified in the subheading of this Section 1(b)(i) when such Software is embedded in a Microchip Product that is either integrated into Licensee Product or Third Party Product pursuant to Section 1(d) below.
- (2) Further, with respect to **the TCP/IP Stack Software**, Licensee may only port the **ENC28J60.c, ENC28J60.h, ENC24J600.c, and ENC24J600.h driver source files to a non-Microchip device used in conjunction with a Microchip ethernet controller** for the sole purpose of interfacing with such ethernet controller.

(ii) **IrDA Stack Software:**

- (1) Licensee may install the IrDA Stack Software on a single computer and use with Microchip Products; and
- (2) Use, modify, copy, and distribute the device driver source files of the IrDA Stack Software (“Device Drivers”); provided that (x) such Device Drivers are only used with Microchip Products, and (y) no Open Source Components (defined in Section 2(c) below) are incorporated into such Device Drivers.

(iii) **PC Programs:**

- (1) Licensee may install, use, modify (if Microchip provides Source Code), copy, and distribute the PC programs on an unlimited number of computers; provided that (x) such PC programs are used with Microchip products, and (y) the following conditions are met when Licensee redistributes any PC programs:

“Copyright (c) Microchip Technology Inc. All rights reserved. Microchip PC programs are provided for your use with Microchip products only.

Redistributions and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- * Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- * Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- * Neither the name of Microchip nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY MICROCHIP "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT WILL MICROCHIP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.”

- (iv) **MiWi™ DE Software:** Licensee may use, modify, copy and distribute the Software only when embedded on a Microchip Product and used with either a Microchip radio frequency transceiver or UBEC UZ2400 radio frequency transceiver, which are integrated into Licensee Products or Third Party Products pursuant to Section 1(d) below.

For purposes of clarity, Licensee may NOT embed the Software identified in Section 1(b)(i) (including derivatives or modifications thereof) on a non-Microchip Product, except as described in Section 1(b)(i)(2). Licensee may NOT use,

copy, modify or distribute the IrDA Stack Software, except as described in Section 1(b)(ii)(2) above (relating to Device Drivers) and Section 1(d) below (relating to sublicenses). Licensee may NOT distribute Source Code or Object Code of the Software on a standalone basis, except as described in Section 1(b)(iii) above (relating to PC programs) and Section 1(d) below (relating to sublicense rights). For the MiWi™ DE Software, Licensee may NOT embed the Software (including derivatives or modifications thereof) on a non-Microchip Product, use the Software with a radio frequency transceiver other than the Microchip and UBEC transceivers listed in Section 1(b)(iv), or distribute the Software (in Source Code or Object Code) except as described in Section 1(d) below.

(c) **Documentation License Grant.** Microchip grants strictly to Licensee a non-exclusive, non-transferable, worldwide license to use the Documentation in support of Licensee's authorized use of the Software.

(d) **Sublicense Grants.** Licensee may grant a sublicense to a Third Party to use the Software as described in this subparagraph (d) provided that Licensee first obtains such Third Party's agreement in writing to comply with the terms of this Agreement:

(i) **Graphics Library Software, MCHPFSUSB Stack Software, Memory Disk Drive File System Software, mTouch™ Capacitive Library Software, Smart Card Library, TCP/IP Stack Software, MiWi™ DE Software, and other accompanying Microchip software not otherwise expressly addressed in Section 1(b)(iii) above or Section 1(d)(ii) below:**

With respect to Software identified in this Section 1(d)(i), Third Party may:

- (1) Modify Source Code for Licensee.
- (2) Program Software into Microchip Products for Licensee.
- (3) Use the Software to develop and/or manufacture Licensee Products.
- (4) Use the Software to develop and/or manufacture Third Party Products where either: (x) the sublicensed Software contains Source Code modified or otherwise optimized by Licensee for integration into Third Party Products; and/or (y) the sublicensed Software is programmed into Microchip Products by Licensee on behalf of such Third Party.
- (5) Use the Documentation in support of Third Party's authorized use of the Software in conformance with this Section 1(d)(i).

(ii) **IrDA Stack Software:**

With respect to IrDA Stack Software, Third Party may:

- (1) Modify ONLY Device Drivers for Licensee.
- (2) Program Software into Microchip Products for Licensee.
- (3) Use the Documentation in support of Third Party's authorized use of the Software in conformance with this Section 1(d)(ii).

(e) **Audit.** Microchip's authorized representatives will have the right to reasonably inspect, announced or unannounced, and its sole and absolute discretion, Licensee's premises and to audit Licensee's records and inventory of Licensee Products, whether located on Licensee's premises or elsewhere at any time, in order to ensure Licensee's adherence to the terms of this Agreement.

2. Third Party Requirements; Open Source Components. Licensee acknowledges that it is Licensee's responsibility to comply with any third party license terms or requirements applicable to the use of such third party software, specifications, systems, or tools. Microchip is not responsible and will not be held responsible in any manner for Licensee's failure to comply with such applicable terms or requirements.

(a) **IrDA Stack Software.** With respect to the IrDA Stack Software, Licensee further acknowledges that it is Licensee's responsibility to obtain a copy of, to familiarize itself fully with, and comply with the requirements of the Infrared Data Association, especially regarding the use of IrDA specifications and development of IrDA-compliant products. At the time of this Software release, it is Microchip's understanding that Licensee may obtain a copy of IrDA specifications from the IrDA website by either paying an access fee or becoming a member of the Infrared Data Association. For more information go to www.irda.org.

(b) **Memory Disk Drive File System Software.** With respect to the Memory Disk Drive File Systems Software, Licensee further acknowledges that it is Licensee's responsibility to obtain a copy of, familiarize itself fully with, and comply with the requirements and licensing obligations applicable to the use of flash-based media and FAT files systems available from Compact Flash Association, SD Card Association, Multi Media Card Association, and Microsoft Corporation.

(c) **Open Source Components.** Notwithstanding the license grant in Section 1 above, Licensee further acknowledges that certain components of the Software may be covered by so-called "open source" software licenses ("Open Source Components"). Open Source Components means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format.

To the extent required by the licenses covering Open Source Components, the terms of such license will apply in lieu of the terms of this Agreement, and Microchip hereby represents and warrants that the licenses granted to such Open Source Components will be no less broad than the license granted in Section 1. To the extent the terms of the licenses applicable to Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Components, such restrictions will not apply to such Open Source Component.

For purposes of clarity:

QT Compiled PC Program: The MCHPFSUSB Stack Software is accompanied by a certain PC program developed by Microchip that was developed using the QT 3 compiler ("QT Compiled PC Program"). Such QT 3 compiler is governed by the GNU General Public License version 2 ("GPL"). Accordingly, Microchip offers such QT Compiled PC Program, including Source Code for such program, under the terms of GPL version 2 as well. For copies of the GPL version 2, please go to <http://www.fsf.org>.

JPEG Software: Independent JPEG Group's software and accompanying third party files including, but not limited to, GIF compressed format files are governed by the terms described in IJG's license. This license is posted in the "IJG License.pdf" file located at: <Installed Folder>\Microchip\Image Decoders.

(d) **Google Static Maps API:** Google Static Maps API and Google server usage are governed by the legal notices, terms and conditions posted on the Google website at www.google.com, including but not limited to the Static Maps API Developer Guide, the Legal Notices for Google Maps/Google Earth and Google Maps/Google Earth API, the Google Maps/Google Earth Terms of Service, and the Google Maps/Google Earth API Terms of Service.

3. **Licensee Obligations.**

(a) Licensee will ensure Third Party compliance with the terms of this Agreement, and will be liable for any breach of this Agreement committed by such Third Party.

(b) Licensee will not: (i) engage in unauthorized use, modification, disclosure or distribution of Software or Documentation, or its derivatives; (ii) use all or any portion of the Software, Documentation, or its derivatives except in conjunction with Microchip Products or Third Party Products; or (iii) reverse engineer (by disassembly, decompilation or otherwise) Software or any portion thereof.

(c) Licensee may not remove or alter any Microchip copyright or other proprietary rights notice posted in any portion of the Software or Documentation.

(d) Licensee will defend, indemnify and hold Microchip and its subsidiaries harmless from and against any and all claims, costs, damages, expenses (including reasonable attorney's fees), liabilities, and losses, including without limitation product liability claims, directly or indirectly arising from or related to: (i) the use, modification, disclosure or distribution of the Software, Documentation, or any intellectual property rights related thereto; (ii) the use, sale and distribution of Licensee Products or Third Party Products; and (iii) breach of of this Agreement. THIS SECTION 3(d) STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY INFRINGEMENT.

4. Confidentiality.

(a) Licensee agrees that the Software (including but not limited to the Source Code, Object Code and library files) and its derivatives, Documentation and underlying inventions, algorithms, know-how and ideas relating to the Software and the Documentation are proprietary information belonging to Microchip and its licensors (“Proprietary Information”). Except as expressly and unambiguously allowed herein, Licensee will hold in confidence and not use or disclose any Proprietary Information and will similarly bind its employees and Third Party(ies) in writing. Proprietary Information will not include information that: (i) is in or enters the public domain without breach of this Agreement and through no fault of the receiving party; (ii) the receiving party was legally in possession of prior to receiving it; (iii) the receiving party can demonstrate was developed by the receiving party independently and without use of or reference to the disclosing party's Proprietary Information; or (iv) the receiving party receives from a third party without restriction on disclosure. If Licensee is required to disclose Proprietary Information by law, court order, or government agency, such disclosure will not be deemed a breach of this Agreement provided that Licensee: (x) gives Microchip prompt notice of such requirement in order to allow Microchip to object or limit such disclosure; (y) cooperates with Microchip to protect Proprietary Information; and (z) Licensee complies with any protective order in place and discloses only the information required by process of law.

(b) Licensee agrees that the provisions of this Agreement regarding unauthorized use and nondisclosure of the Software, Documentation and related Proprietary Rights are necessary to protect the legitimate business interests of Microchip and its licensors and that monetary damages alone cannot adequately compensate Microchip or its licensors if such provisions are violated. Licensee, therefore, agrees that if Microchip alleges that Licensee or Third Party has breached or violated such provision then Microchip will have the right to petition for injunctive relief, without the requirement for the posting of a bond, in addition to all other remedies at law or in equity.

5. Ownership of Proprietary Rights.

(a) Microchip and its licensors retain all right, title and interest in and to the Software and Documentation (“Proprietary Rights”) including, but not limited to: (i) patent, copyright, trade secret and other intellectual property rights in the Software, Documentation, and underlying technology; (ii) the Software as implemented in any device or system, including all hardware and software implementations of the Software technology (expressly excluding Licensee and Third Party code developed and used in conformance with this Agreement solely to interface with the Software and Licensee Products and/or Third Party Products); and (iii) all copies and derivative works thereof (by whomever produced). Further, copies and derivative works will be considered works made for hire with ownership vesting in Microchip on creation. To the extent such modifications and derivatives do not qualify as a “work for hire,” Licensee hereby irrevocably transfers, assigns and conveys the exclusive copyright thereof to Microchip, free and clear of any and all liens, claims or other encumbrances, to the fullest extent permitted by law. Licensee and Third Party use of such modifications and derivatives is limited to the license rights described in Sections 1 and 2 above.

(b) Licensee will have no right to sell, assign or otherwise transfer all or any portion of the Software, Documentation, or any related intellectual property rights except as expressly set forth in this Agreement.

6. Termination of Agreement. Without prejudice to any other rights, this Agreement terminates immediately, without notice by Microchip, upon a failure by Licensee or Third Party to comply with any provision of this Agreement. Further, Microchip may also terminate this Agreement upon reasonable belief that Licensee or Third Party failed to comply with this Agreement. Upon termination, Licensee and Third Party will immediately stop using the Software, Documentation, and derivatives thereof, and immediately destroy all such copies.

7. Warranties and Disclaimers. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. MICROCHIP AND ITS LICENSORS ASSUME NO RESPONSIBILITY FOR THE ACCURACY, RELIABILITY OR APPLICATION OF THE SOFTWARE OR DOCUMENTATION. MICROCHIP AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL MEET REQUIREMENTS OF LICENSEE OR THIRD PARTY, BE UNINTERRUPTED OR ERROR-FREE. MICROCHIP AND ITS LICENSORS HAVE NO OBLIGATION TO CORRECT ANY DEFECTS IN THE SOFTWARE. LICENSEE AND THIRD PARTY ASSUME THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION PROVIDED UNDER THIS AGREEMENT.

8. Limited Liability. IN NO EVENT WILL MICROCHIP OR ITS LICENSORS BE LIABLE OR OBLIGATED UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT OR INDIRECT DAMAGES OR EXPENSES INCLUDING BUT NOT LIMITED TO INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, OR ANY CLAIMS BY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO ANY DEFENSE THEREOF), OR OTHER SIMILAR COSTS. The aggregate and cumulative liability of Microchip and its licensors for damages hereunder will in no event exceed \$1000 or the amount Licensee paid Microchip for the Software and Documentation, whichever is greater. Licensee acknowledges that the foregoing limitations are reasonable and an essential part of this Agreement.

9. General.

(a) **Governing Law, Venue and Waiver of Trial by Jury.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. Licensee agrees that any disputes arising out of or related to this Agreement, Software or Documentation will be brought in the courts of the State of Arizona. The parties agree to waive their rights to a jury trial in actions relating to this Agreement.

(b) **Attorneys' Fees.** If either the Microchip or Licensee employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

(c) **Entire Agreement.** This Agreement will constitute the entire agreement between the parties with respect to the subject matter hereof. It will not be modified except by a written agreement signed by an authorized representative of the Microchip.

(d) **Severability.** If any provision of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

(e) **Waiver.** No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

(f) **Export Regulation.** Licensee agrees to comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority.

(g) **Survival.** The indemnities, obligations of confidentiality, and limitations on liability described herein, and any right of action for breach of this Agreement prior to termination, will survive any termination of this Agreement.

(h) **Assignment.** Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by Licensee without the prior written approval of Microchip except pursuant to a merger, sale of all assets of Licensee or other corporate reorganization, provided that assignee agrees in writing to be bound by the Agreement.

(i) **Restricted Rights.** Use, duplication or disclosure by the United States Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Microchip Technology Inc., 2355 W. Chandler Blvd., Chandler, AZ 85225-6199.

If Licensee has any questions about this Agreement, please write to Microchip Technology Inc., 2355 W. Chandler Blvd., Chandler, AZ 85224-6199 USA. ATTN: Marketing.

Copyright © 2010 Microchip Technology Inc. All rights reserved.

License Rev. No. 01-101910

License Rev. No. 01-101910