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LICENCE AGREEMENT

This Agreement is made between Real Time Engineers Ltd of 3 Rayens Close, Long Ashton Bristol, BS41 9HL, UK (**the Licensor**), and the business entity named as the customer on the license payment invoice (**the Licensee**). This Agreement is made on the date that the commercial license fee paid by the Licensee for the product described in Part A of the Scheduler (**the Product**) was accepted by the Licensor.

RECITALS

- A. The Licensor is the owner of the Product.
- B. The Licensor has agreed to grant the Licensee the right to use the Product strictly on the terms contained in this Agreement and the Licensee has agreed to act as a Licensee of the Product on the terms in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1 Grant of Licence

- 1.1 The Licensor hereby grants to the Licensee a worldwide non-exclusive perpetual royalty free licence to use the Product in software platforms that either use FreeRTOS or do not use a commercial or otherwise published task scheduler (so called *bare metal* software platforms) solely for the purpose (**the Purpose**) set out in Part B of the Schedule.
- 1.2 The Licensee promises to the Licensor as an essential term of this Agreement that the Licensee will only use the Product for the Purpose and not in software platforms that

use a commercially licensed or otherwise published task scheduler other than FreeRTOS.

2 Acknowledgement by the Licensee

- 2.1 The Licensee acknowledges and undertakes to the Licensor that:
- (a) the Licensee will not dispute or challenge the Licensor's exclusive ownership of the Product and all intellectual property therein;
 - (b) nothing herein confers on the Licensee any interest in the Product or right to use the Product except to the extent permitted in this licence;
 - (c) all enhancements, new uses and adaptations of the Product discovered by the Licensee are owned exclusively by the Licensor and the Licensee must sign all documents, assignments or transfers of intellectual property as the Licensor may reasonably require to ensure that the Licensor is the exclusive owner thereof.
- 2.2 The Licensee promises not by act or omission to bring the Licensor or the Product into disrepute and not to do anything that might harm the interest and reputation of the Licensor.
- 2.3 The Licensee must promptly record all complaints it receives from any person with respect to the Product and must promptly notify and provide full details to the Licensor.
- 2.4 The Licensee acknowledges that the Licensee has carried out research and due diligence into the suitability and fitness of the Product for the Purpose and has not relied on any representation or statement by the Licensor in respect thereof. To the extent to which the Licensee might have any claim against the Licensor which asserts that the Product was not suitable or fit for the Purpose the Licensee hereby expressly waives, abandons and releases the Licensor from those claims and indemnifies the Licensor against any liability to any third parties where such liability relates to any such assertions. The Licensee further acknowledges that this is an essential term of this Agreement.

3 Relationship

- 3.1 The Licensor and the Licensee are not in partnership nor is there a joint venture between them. The Licensee is not an employee of the Licensor and nor is any person controlling the Licensee an employee of the Licensor. The Licensee is not a franchisee of the Licensor and is not an agent of the Licensor.
- 3.2 The Licensee must not represent to any person that the relationship between the Licensor and the Licensee is anything other than that of the Licensor and the Licensee.

3.3 The Licensee must not represent to any person that the Licensee has any rights to use the Products other than for the Purpose.

4 Breaches and Termination

4.1 If the Licensee fails to pay any sum including the Licence Fee when due to the Licensor or breaches any of the provisions of this Agreement and fails to remedy the breach within 14 days of being requested by the Licensor so to do, the Licensor may at the Licensor's absolute discretion terminate this Agreement by giving written notice to the Licensee to that effect.

(a) Upon termination the Licensee must immediately cease to use the Product under the Products commercial license terms.

4.2 The Licensor may in the event of breach as an additional remedy to termination claim damages from the Licensee for any loss or damage which the Licensor might thereby suffer.

5 Co-Operation and Good faith

5.1 The parties will in all their dealings with each other act reasonably and in good faith.

5.2 Nothing in this clause prevents the Licensor from exercising any of the Licensor's rights in the event of breach by the Licensee.

6 Limitation of Liability

6.1 The Licensee acknowledges to the Licensor and it is hereby expressly agreed that the Licensor will not be liable to the Licensee for any loss or damage (including loss of profits and consequential damage) suffered by the Licensee as a direct or indirect consequence of the use by the Licensee of the Product.

6.2 Where liability on the part of the Licensor cannot for any reason be fully excluded under clause 6.1 then the Licensor will only be liable to the Licensee for damages capped at the total amount received by the Licensor from the Licensee by way of Licence Fees and the Licensee hereby expressly waives and abandons any entitlement it might otherwise have to claim any sum by way of damages or compensation from the Licensor to the extent to which that sum exceeds the aggregate amount of the Licence Fees received by the Licensor under this Agreement.

7 Whole Agreement

7.1 This Agreement represents the whole of the terms of the licence between the Licensor and the Licensee and all representations, undertakings, prior agreements or arrangements are expressly excluded. The Licensee expressly acknowledges that in entering into this Agreement it has not relied upon any prior representation made by the Licensor concerning the Product, its uses or specifications.

8 General

- 8.1 All modifications to this Agreement must be in writing and be signed by duly authorised representatives of both parties.
- 8.2 This Agreement may not be assigned or transferred by the Licensee without the prior written consent of the Licensor.
- 8.3 Each party has had the opportunity before accepting this Agreement to obtain separate and independent legal advice as to the effect of this Agreement upon that party.
- 8.4 Any waiver of any right or entitlement under this Agreement must be in writing signed by the party waiving that right or entitlement.

9 Jurisdiction and Proper Law

This Licence is governed by and is to be construed and enforced in accordance with the laws of England. Any court proceedings brought to enforce any provision of this Agreement will be brought in courts of England and the parties submit to the jurisdiction of those courts.

SCHEDULE

PART-A. (The "Product")

FreeRTOS+FAT SL source code and compiled binaries.

PART-B. (The "Purpose")

To permit the Licensee to include the FreeRTOS+FAT SL source files in a software project that produces a computer executable binary that in turn is embedded in the product or product line named on the invoice issued by the Licensor to the Licensee for the license fee payment.

Part-B definitions:

- A single product is defined to be a product manufactured by the licensee that can be described by a single part number, with no modification or variation.
- A product line is defined to be a range of products manufactured by the Licensee, where each product in the range performs the same primary function, but may vary from other products in the range in minor appearance or functional detail. As an example, a range of washing machines that are described by the same product name, but are differentiated by different maximum spin speed, or the number of buttons, would be considered to be a single product line.