

License Agreement

TRILUTION® micro Software



SOFTWARE LICENSES FOR

- 1) Gilson, Inc.
- 2) Boost
- 3) LibXML2
- 4) LibXML++
- 5) FreeRTOS
- 6) SQLite JDBC Driver
- 7) Saxon-HF
- 8) Google Protocol Buffers
- 9) JDK 1.7
- 10) RXTX

1) Gilson, Inc.

TRILUTION micro Software License Agreement

All users of Gilson Inc.'s proprietary Software (the "Software") are required to agree to the following terms and conditions unless they previously signed a software license agreement in which case the terms of the previously signed agreement shall prevail. This agreement (the "Agreement") is between you ("Customer") and Gilson, Inc. ("Gilson") for use of the Software by Customer.

LICENSES 1.1. Access to the Software

Subject to the terms and conditions of this Agreement, Gilson hereby grants to Customer a limited, non-exclusive and non-transferable right to access and use the Software in accordance with the specific limitations set forth in this Agreement. Customer shall not have any other rights to the Software other than those granted under this Agreement. Customer agrees to (a) install and use the Software on a single computer (or in a single network, if your Software is designated as a network version). Customer may transfer the Software to another single computer (or network, if a network version), but the Software may never be installed on more than one computer (or more than one network, if a network version) at any one time. (b) If the Software uses registration codes, access to the number of licensed copies of Software is controlled by a registration code. For example, if you have a registration code that enables you to use three copies of Software simultaneously, you cannot install the Software on more than three separate computers.

1.2. Restrictions

Customer agrees not: (a) to sublicense, transfer or otherwise convey the Software to any third party; (b) to modify or create derivative works of the Software; (c) to reverse engineer, disassemble or otherwise reduce the Software to human-readable form; (d) to use or copy the Software except as expressly authorized under this Agreement.

1.3. Limited License

Gilson grants Customer no other license or right, by estoppel, implication or otherwise, except for licenses and rights expressly granted in this Section 1. The Software is the property of Gilson and no title to or ownership of the Software is transferred to the Customer. All copies of the Software are and shall remain the property of Gilson.

1.4 Upgrades and Updates

If this Software is being licensed as an upgrade or update to software previously licensed to the Customer, the Customer must destroy the software previously licensed, including any copies resident on the Customer's premises, within thirty (30) days of the purchase of the upgrade or update license.

1.5 Scope of Licens

The software is licensed, not sold. This agreement only gives you some rights to use the software. Gilson reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- disclose the results of any benchmark tests of the software to any third party without Gilson's prior written approval;
- · work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy; or
- rent, lease or lend the software.

2. TERM AND TERMINATION

2.1 Term

This License commences upon the installation of the Software and is effective for the time indicated by either the hardware License key, the License certificate or as embedded in the Software by means of a termination date or run-time limitation. This License terminates automatically without notice from Gilson upon the expiration of its term or if you fail to comply with any provision of this License. Upon termination of the License, you shall remove the Software from your computer.

2.2 Termination at Will

This agreement shall remain in force until terminated as follows. The Customer may terminate this agreement upon one-month prior written notice. Gilson may immediately terminate this agreement if the Customer fails to comply with any of the terms and conditions hereof. Upon termination, the Customer shall immediately return or destroy the Software and shall, within one month from such termination, furnish to Gilson a certificate certifying that, through the Customer's best efforts and to the best of the Customer's knowledge, the original and all copies of the Software have been returned or destroyed.

3. U.S. Government End Users

If the Software is being acquired on behalf of any unit or agency of the United States Government ("Government"), the following provisions apply.

The Government agrees that: if the Software is supplied to the Department of Defense (DoD), the Software is dassified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Software and its documentation as that term is defined in Clause 252.227-7013(Q11) of the DFARS; and if the Software is supplied to any unit or agency of the Government other than DoD, the Government's rights in the Software and its documentation will be as defined in Clause 52.227-19(Q)(2) of the FAR or, in the case of NASA, in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.

4. LIMITATION OF LIABILITY

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GILSON BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER SIMILAR ECONOMIC LOSS OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

2) Boost v1.48.0

A copy of the license agreement may be found here:

http://www.boost.org/users/license.html

3) LIbXML2 v2.7.8

A copy of the license agreement may be found here:

http://opensource.org/licenses/mit-license.html

4) LIbXML++ v2.34.1

A copy of the license agreement may be found here, and source code is available from Gilson, Inc. upon request:

http://www.gnu.org/licenses/lgpl.html#T0C1

5) FreeRTOS v7.1.1

Copyright (c) 2010-2012 Real Time Engineers Ltd. www.freeRTOS.org

By using FreeRTOS, Netatmo offers to provide the FreeRTOS source code (including any modifications we may have made) should you request it.

6) SOLite JDBC Driver v3.7.8

A copy of the license agreement may be found here:

http://www.class.pm/projects/netbeans/sqlitejdbc/

7) Saxon-HE v9.5 HE

A copy of the license agreement may be found here:

http://saxon.sourceforge.net/

8) Google Protocol Buffers

A copy of the license agreement may be found here:

https://developers.google.com/protocol-buffers/

9) Java Development Kit (JDK) v1.7

A copy of the license agreement may be found here:

http://www.oracle.com/technetwork/java/javase/downloads/index.html

http://www.oracle.com/technetwork/java/javase/documentation/otn-bcl-02april2013-1966219.pdf

10) RXTX

A copy of the license agreement may be found here:

http://rxtx.qbang.org/wiki/index.php/Main_Page

http://users.frii.com/jarvi/rxtx/license.html