

ROWEBOTS COMMERCIAL SOURCE CODE LICENSE AGREEMENT

DEFINITIONS

LICENSEE <insert information, without inserted information, purchase media or purchase order information will be used>

LICENSOR

RoweBots Research Inc.
74 Simcoe St. Scotland, ON. N0E 1R0 Canada
Contact: Kim Rowe
Email: questions@rowebots.com
Telephone: +1 519 279 4600

HOST SOFTWARE PRODUCTS

The HOST SOFTWARE PRODUCTS are binary only executable software applications which run on a host workstation and aid the development of applications which utilize EMBEDDED SOFTWARE PRODUCTS. HOST SOFTWARE PRODUCTS include documentation, binary executables, and associated other files. These modules are fully defined in terms of their version number, name and description as part of the appendices of this document. The functions and details of the HOST SOFTWARE PRODUCTS are defined by the documentation, data sheets, other information, binary tools and source code for these tools.

EMBEDDED SOFTWARE PRODUCTS

The EMBEDDED SOFTWARE PRODUCTS are source code, binary libraries, documentation and other necessary configuration files and information. These software modules are intended to be used as components in the development of embedded application programs and not seen by the end users of the applications. These modules are fully defined in terms of their version number, name and description as part of the appendices of this document. The functions and details of the EMBEDDED SOFTWARE PRODUCTS are defined by the documentation, data sheets, other information such as RFCs, binary tools and source code for these software modules.

SOFTWARE PRODUCT

The SOFTWARE PRODUCT is defined as the combination of the HOST SOFTWARE PRODUCTS and the EMBEDDED SOFTWARE PRODUCTS.

COMMERCIAL EMBEDDED SOFTWARE BINARY DISTRIBUTION LICENSE

This separate license is used to allow LICENSEE to distribute a binary coded application to their customers as part of a product which includes binary libraries or binary images from EMBEDDED SOFTWARE PRODUCTS. It does not allow any source code, documentation or HOST SOFTWARE PRODUCTS distribution.

COMMERCIAL GENERAL BINARY DISTRIBUTION LICENSE

This separate license is used to allow LICENSEE to distribute copies of HOST SOFTWARE PRODUCTS.

COMMERCIAL SOFTWARE SOURCE DISTRIBUTION LICENSE

This separate license is used to allow a DISTRIBUTOR to sell copies of SOFTWARE PRODUCTS in a defined market.

APPLICATION BINARY IMAGE

This is a binary image of an application which includes binary libraries or machine code generated from the EMBEDDED SOFTWARE PRODUCTS.

MAJOR RELEASE NUMBER

Each component of the SOFTWARE PRODUCTS has a release number. The MAJOR RELEASE NUMBER is the first number in the sequence. (ie. 5.2.1.1 with 5 as the major release number)

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The EMBEDDED SOFTWARE PRODUCTS source code can be taken and modified and changed into new versions without restriction except that all original copyright, branding and trademarks must be preserved and no new restrictions can be added. All new versions fall under the same license provisions as the original SOFTWARE PRODUCT. All additions to the source code are defined as new versions if they augment the underlying functionality within the application programming interfaces of the source code or provide additional functionality consistent with the existing application programming interfaces and broad user needs for similar function calls or defined standards.

The EMBEDDED SOFTWARE PRODUCTS can be taken and combined with application binary modules to create an APPLICATION BINARY IMAGE. To distribute APPLICATION BINARY IMAGES, LICENSEE must have a COMMERCIAL EMBEDDED SOFTWARE BINARY DISTRIBUTION LICENSE. This agreement is included as Appendix 1.

HOST SOFTWARE PRODUCTS are licensed on a per user basis as defined by each specific purchase order and are part of the SOFTWARE PRODUCT as identified in the appendices. The number of computers that the HOST SOFTWARE PRODUCTS may be simultaneously used on, is limited by the number of purchased copies currently owned by the purchaser.

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RoweBots will exclusively own all rights to the SOFTWARE PRODUCT and any amendments, enhancements, inclusions in and extensions thereto submitted to RoweBots.

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Software Transfer. You may not transfer any of your rights under this SCLA without receiving written permission from RoweBots. Separate registration is required for each entity and registration will not be unreasonably withheld. Further, RoweBots recognizes that businesses manage business units and that the sale and reorganization of business units requires the transfer of SCLAs. Transfers of SCLAs under these conditions will not be withheld.

Agreement Violations: At an time, if a breach of the agreement occurs, LICENSEE must contact RoweBots immediately and inform RoweBots of all details of the breach.

Termination. Without prejudice to any other rights, RoweBots may terminate this SCLA if you fail to comply with the terms and conditions of this SCLA and fail to correct these issues within 60 days of being notified to correct the issues. In such event, 60 days after notification, you must immediately destroy all copies of the SOFTWARE PRODUCT and all of its component parts. Backups may remain untouched provided the SOFTWARE PRODUCTS are not in use and not available on any development machines. All additional APPLICATION BINARY IMAGES which have been transferred to another legal entity are not subject to destruction unless produced with the purpose of bypassing breach correction.

3 UPGRADES.

All upgrades are available to all registered members of the Commercial Community for the major releases of the components purchased by the licensee. The SOFTWARE PRODUCTS and the corresponding MAJOR RELEASE NUMBER is defined in the appendices.

4 COPYRIGHT. Excluding components included only for convenience, all title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by RoweBots or its suppliers. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may install the HOST SOFTWARE PRODUCTS components of the SOFTWARE PRODUCT on as many computers as used for development of the APPLICATION BINARY IMAGES for the LICENCED APPLICATION provided the number of simultaneous users of the HOST SOFTWARE PRODUCTS does not exceed the number of copies purchased. , It is also permitted that you keep the original SOFTWARE PRODUCTS for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT. You may also install the EMBEDDED SOFTWARE PRODUCTS source code, libraries documentation and other non-host tool components on as many computers at as many sites as necessary to effectively develop your APPLICATION BINARY IMAGES provided this software is solely used for the projects for which it was licensed for.

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will utilize the SOFTWARE PRODUCT in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in Canadian export transactions by any federal agency of the Canadian government. You warrant and represent that neither the Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

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9. **WEBSITE LINKS.** You agree that if you use the SOFTWARE PRODUCT without purchasing a corresponding **RoweBots Commercial Embedded Software Binary Distribution License, for each product that the SOFTWARE PRODUCT is used on,** you will add to your web site a link to the product page for the SOFTWARE PRODUCT components that you are using. Detailed instructions on adding links are found at www.rowebots.com.

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RoweBots has developed the SOFTWARE PRODUCTS either by itself or licensed subcomponents for inclusion in the SOFTWARE PRODUCTS. RoweBots will certify that the SOFTWARE PRODUCTS do not violate any software copyrights or do not infringe any patents to the best of their knowledge at the time of signing of this agreement. RoweBots will indemnify LICENSEE with respect to these claims provided that all defense of any claims is under RoweBots control, and provided that the infringement is completely limited to the SOFTWARE PRODUCTS and is not linked to the application use or the hardware involved in the system design and that the infringement was before the agreement was signed...

If any part of this agreement is found to be invalid in a court of law, the other sections of this agreement will remain in full effect and force.

If you acquired this product in the United States, this SCLA is governed by the laws of the State of California.

If you acquired this product in Canada or elsewhere other than United States, this SCLA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of Waterloo, Province of Ontario.

Should you have any questions concerning this SCLA, you are required to deliver software and documentation to Rowebots under the provisions of Section 1 above, or if you desire to contact RoweBots for any reason, please contact the RoweBots distributor serving your country, or write: RoweBots, 119 Church St. Kitchener, ON N2G2S3 Canada email: sales@rowebots.com.

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If a click through version of this license was used, the person who accepted the terms and conditions and the legal entity which the person worked on behalf of is deemed to have accepted the entire agreement assuming the purchaser and the purchase order define the date, replace the signature and have the appendices information provided.

Date: _____

Signing Authority (printed): _____

Signed By Authority: _____

Location: _____

Date: _____

Signing Authority (printed): _____

For RoweBots: _____

Appendix 1 ROWEBOTS COMMERCIAL EMBEDDED BINARY DISTRIBUTION AGREEMENT

DEFINITIONS

LICENSEE <insert information>

LICENSOR

RoweBots Research Inc.
74 Simcoe St. Scotland, ON. N0E 1R0 Canada
Contact: Kim Rowe
Email: questions@rowebots.com
Telephone: +1 519 279 4600

HOST SOFTWARE PRODUCTS

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EMBEDDED SOFTWARE PRODUCTS

The EMBEDDED SOFTWARE PRODUCTS are source code, binary libraries, documentation and other necessary configuration files and information. These software modules are intended to be used as componens in the development of embedded application programs and not seen by the end users of the applications. These modules are fully defined in terms of their version number, name and description as part of the appendicies of this document. The functions and details of the EMBEDDED SOFTWARE PRODUCTS are defined by the documentation, data sheets, other information such as RFCs, binary tools and source code for these software modules.

EMBEDDED BINARY SOFTWARE PRODUCTS

The EMBEDDED BINARY SOFTWARE PRODUCTS are linked into a single binary executable for the given application or they will be supporting files and configuration information for the APPLICATION BINARY IMAGE.. They will execute on a microcontroller or microprocessor.

SOFTWARE PRODUCT

The SOFTWARE PRODUCT is defined as the combination of the HOST SOFTWARE PRODUCTS and the EMBEDDED SOFTWARE PRODUCTS.

COMMERCIAL EMBEDDED SOFTWARE BINARY DISTRIBUTION LICENSE

This separate license is used to allow LICENSEE to distribute a binary coded application to their customers as part of a product which includes binary libraries or binary images (EMBEDDED

BINARY SOFTWARE PRODUCTS) from EMBEDDED SOFTWARE PRODUCTS. It does not allow any source code, documentation or HOST SOFTWARE PRODUCTS distribution.

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COMMERCIAL SOFTWARE SOURCE DISTRIBUTION LICENSE

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APPLICATION BINARY IMAGE

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MAJOR RELEASE NUMBER

Each component of the SOFTWARE PRODUCTS has a release number. The MAJOR RELEASE NUMBER is the first number in the sequence. (ie. 5.2.1.1 with 5 as the major release number)

SPECIFIC APPLICATION (and license types)

The SPECIFIC APPLICATION is the description of the type of license purchased. It could be one of a PRODUCT LICENSE, in which case the SPECIFIC APPLICATION refers to one single application, a PRODUCT LINE LICENSE, in which case it refers to a set of related and functionally equivalent products, a PRODUCT FAMILY LICENSE, which refers to a set of related and functionally different products, or an ARCHITECTURE LICENSE which would describe the MCU or MCU which would be licensed.

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The right to re-distribute the EMBEDDED BINARY SOFTWARE PRODUCTS for the Specific Application to the limit of the quantities purchased as stipulated in Appendix "A-2" attached hereto, in binary form only without separate libraries as an APPLICATION BINARY IMAGE is granted.

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Software Transfer. You may not transfer any of your rights under this SCLA without receiving written permission from RoweBots. Separate registration is required for each entity and registration will not be unreasonably withheld. Further, RoweBots recognizes that businesses manage business units and that the sale and reorganization of business units requires the transfer of SCLAs. Transfers of COMMERCIAL EMBEDDED SOFTWARE BINARY DISTRIBUTION LICENSE (ESBDL)s under these conditions will not be withheld.

Agreement Violations: At an time, if a breach of the agreement occurs, LICENSEE must contact RoweBots immediately and inform RoweBots of all details of the breach.

Termination. Without prejudice to any other rights, RoweBots may terminate this SCLA if you fail to comply with the terms and conditions of this SCLA and fail to correct these issues within 60 days of being notified to correct the issues. In such event, 60 days after notification, you must immediately destroy all copies of the SOFTWARE PRODUCT and all of its component parts. Backups may remain untouched provided the SOFTWARE PRODUCTS are not in use and not available on any development machines. All additional APPLICATION BINARY IMAGES which have been transferred to another legal entity are not subject to destruction unless produced with the purpose of bypassing breach correction.

3 UPGRADES.

All upgrades are available to all registered members of the Commercial Community for the major releases of the components purchased by the licensee The SOFTWARE PRODUCTS and the corresponding MAJOR RELEASE NUMBER is defined in the appendices.

4 COPYRIGHT. Excluding components included only for convenience, all title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by RoweBots or its suppliers. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may install the HOST SOFTWARE PRODUCTS components of the SOFTWARE PRODUCT on as many computers as used for development of the APPLICATION BINARY IMAGES for the LICENCED APPLICATION provided the number of simultaneous users of the HOST SOFTWARE PRODUCTS does not exceed the number of copies purchased. , It is also permitted that you keep the original SOFTWARE PRODUCTS for

backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT. You may also install the EMBEDDED SOFTWARE PRODUCTS source code, libraries documentation and other non-host tool components on as many computers at as many sites as necessary to effectively develop your APPLICATION BINARY IMAGES provided this software is solely used for the projects for which it was licensed for.

6 DUAL-MEDIA SOFTWARE. You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your computers. You may not use or install the other medium on another computer for a project except the SPECIFIC APPLICATION. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.

7 U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software—Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is RoweBots, 119 Church St. Kitchener, ON, N2G2S3, Canada.

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MISCELLANEOUS

You agree that you will not publish performance results of the SOFTWARE PRODUCTS without obtaining written permission from RoweBots before publishing results. This does not preclude any publication of system performance for any application which was developed with the SOFTWARE PRODUCTS.

RoweBots has developed the SOFTWARE PRODUCTS either by itself or licensed subcomponents for inclusion in the SOFTWARE PRODUCTS. RoweBots will certify that the SOFTWARE PRODUCTS do not violate any software copyrights or do not infringe any patents to the best of their knowledge at the time of signing of this agreement. RoweBots will indemnify LICENSEE with respect to these claims provided that all defense of any claims is under RoweBots control, and provided that the infringement is completely limited to the SOFTWARE PRODUCTS and is not linked to the application use or the hardware involved in the system design and that the infringement was before the agreement was signed...

If any part of this agreement is found to be invalid in a court of law, the other sections of this agreement will remain in full effect and force.

If you acquired this product in the United States, this EBLA is governed by the laws of the State of California.

If you acquired this product in Canada, this EBLA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of Ottawa-Carleton, Province of Ontario.

If this product was acquired outside the United States, then local law may apply.

Should you have any questions concerning this EBLA, you are required to deliver software and documentation to Rowebots under the provisions of Section 1 above, or if you desire to contact RoweBots for any reason, please contact the RoweBots distributor serving your country, or write: RoweBots, 119 Church St. Kitchener, ON N2G2S3 Canada email: sales@rowebots.com.

LIMITED WARRANTY

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Appendix 1 - A – 1 Specific Product Definition (This specification must be submitted to sales@rowebots.com before issuing this license, with the specification subject to change by RoweBots as required to meet accuracy and preciseness.) The form for submission is available from Rowebots. This information must clearly identify the type of license and if necessary the associated product information, microcontroller or microprocessor.

Appendix 1 - A – 2 Licensed Products and Quantities (This specification is taken from the online order of this license, or the purchase order if ordered directly .)

The Major Release Number is 5.