

# Software License Agreement of WinDriver™ Version 12.8.1

Copyright © 2018 Jungo Connectivity Ltd. All Rights Reserved

IMPORTANT — READ CAREFULLY: THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND JUNGO CONNECTIVITY LTD. ("JUNGO"), FOR THE WINDRIVER SOFTWARE PRODUCT ACCOMPANYING THIS LICENSE (THE "SOFTWARE"). BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL, COPY, OR OTHERWISE USE THE SOFTWARE.

1. **OWNERSHIP OF THE SOFTWARE.** All right, title, and interest in and to the Software, including associated intellectual property rights, of any sort and/or kind, are and shall remain solely with Jungo and its licensors, and may be protected by copyright, trademark, patent and trade secret law and international treaties. This Agreement does not convey to you an interest in or to the Software, but only a limited, non-transferable, non-sublicensable, non-exclusive, and revocable right of use, in accordance with the terms of this Agreement. You may not remove any proprietary notices and/or any legends from the Software, in whole or in part.
2. **GRANT OF LICENSE.** Jungo hereby grants you a personal, non-exclusive, nontransferable, and non-sublicensable node-locked license to use the Software.
  - Individuals: Jungo grants you, as an individual, a personal, non-exclusive, "single-user" license to use the Software on a single computer, in the manner provided below, at the site for which the license was given.
  - Entities: If you are an entity, Jungo grants you the right to designate one individual within your organization (and only one) to have the right to use the Software on a single computer, in the manner provided below, at the site for which the license was given.
  - License Scope: A single user license allows usage of WinDriver and redistribution of certain components (as defined below) within a single end product SKU, for a single device (identified by its VID/PID (USB) or VID/DID (PCI)), and without SDK/API capabilities. If you need extended license or distribution rights, please contact Jungo.
3. **EVALUATION LICENSE.** If you have not yet paid license fees for the use of the Software, then Jungo hereby grants you a personal, non-exclusive, non-transferable and non-sublicensable license to internally use the Software for evaluation purposes only, for a period of 30 days (the "Evaluation License"). If, after the expiration of the Evaluation License, you wish to continue using the Software and accompanying written materials, you may do so by remitting the required payment to Jungo, and you will then receive a registration code and a license string that will permit you to use the Software on a single computer, under one of the license schemes specified in [Section 2](#) above.
4. **OPEN SOURCE.** The Software includes certain files that are subject to open source licenses. These files are identified in their header files ("Open Source Files"). You must use the Open Source Files in accordance with the terms of their respective licenses. In the event of any contradiction between the terms of this Agreement, and the terms of the open source license accompanying a certain Open Source File, the terms of the latter shall prevail, with regard to the said Open Source File.

## RESTRICTIONS ON USE AND TRANSFER

### 5. Distribution of files:

- a. You may not distribute, or otherwise transfer or assign, any portion of the Software, including any of the headers or source files that are included in the Software, unless otherwise expressly permitted in this Agreement, subject to the provisions of [Section 4](#) above.

- b. Subject to your full and continued compliance with the terms of this Agreement, you may distribute the following files:

Windows:

- windrvr1281.sys
- windrvr1281.inf
- wd1281.cat
- wdapi1281.dll
- wdapi\_dotnet1281.dll
- wdreg.exe
- difxapi.dll

Linux:

- windrvr\_gcc\_v2.a windrvr\_gcc\_v3.a windrvr\_gcc\_v3\_regparm.a
- kp\_linux\_gcc\_v2.o kp\_linux\_gcc\_v3.o kp\_linux\_gcc\_v3\_regparm.o
- libwdapi1281.so kp\_wdapi1281\_gcc\_v2.a
- kp\_wdapi1281\_gcc\_v3.a, kp\_wdapi1281\_gcc\_v3\_regparm.a
- linux\_wrappers.c linux\_wrappers.h wdusb\_linux.c
- wdusb\_interface.h wd\_ver.h linux\_common.h windrvr.h windrvr\_usb.h
- wdreg
- configure makefile.in
- configure.wd makefile.wd.in makefile.wd.kbuild.in
- configure.usb makefile.usb.in makefile.usb.kbuild.in
- setup\_inst\_dir

- c. The files listed in [Section 5.b](#) above may be distributed only as part of a complete application that you distribute under your organization name, and only if they significantly contribute to the functionality of your application. For avoidance of doubt, each organization distributing these files as part of the organization products is required to have valid license(s) under the organization name/VID, irrespective of the party who actually performed the product development. Licenses granted to subcontractors do not grant distribution or other rights to the organizations for which they are developing.
  - d. The distribution of the windrvr.h header file is permitted only on Linux.
  - e. You may not modify the distributed files specified in [Section 5.b](#) of this Agreement.
  - f. You may not distribute any header file that describes the WinDriver functions, or functions that call the WinDriver functions, or functions that call the WinDriver functions and have the same basic functionality as that of the WinDriver functions.
- 6. The Software may not be used to develop a development product, an API, or any products, which will eventually be part of a development product or environment, without the written consent of Jungo and subject to additional fees and licensing terms.
  - 7. You may make printed copies of the written materials accompanying the Software, provided that only users bound by this license use them.
  - 8. You may not allow any third party to use the Software, grant access to the Software (or any portion thereof) to any third party, or otherwise make any commercial use of the Software, including without limitation, assign, distribute, sublicense, transfer, pledge, lease, rent, or share your rights in the Software or any of your rights under this Agreement, all whether or not for any consideration.
  - 9. You may not translate, reverse engineer, decompile, disassemble, reproduce, duplicate, copy, or otherwise disseminate all or any part of the Software, or extract source code from the object code of the Software.
  - 10. Jungo reserves the right to revise, update, change, modify, add to, supplement, or delete any and all terms of this License Agreement; provided, however, that changes to this License Agreement will not be applied retroactively. Such changes will be effective with or without prior notice to you. You can review the most current version of this License Agreement under the WinDriver download form page.
  - 11. You may not incorporate or link any open source software with any open source software part of the Software, or otherwise take any action which may cause the Software or any portion thereof to be subjected to the terms of the Free Software Foundation's General Public License (GPL) or Lesser General Public License (LGPL), or of any other open source code license.

12. **DISCLAIMER OF WARRANTY.** THIS SOFTWARE AND ITS ACCOMPANYING WRITTEN MATERIALS ARE PROVIDED BY JUNGO "AS IS" WITHOUT ANY WARRANTY. ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.
13. **NO LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JUNGO OR ITS LICENSORS 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, SAVINGS, IP INFRINGEMENT 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.
14. **Governing Law.** This Agreement and use of the Software are governed by the laws of the State of Israel, regardless of its conflict of laws rules, and the competent courts of the State of Israel shall have sole and exclusive jurisdiction over any dispute under this Agreement or otherwise related to the Software.
15. **Confidentiality.** The Software, including any additional information related thereto, contains confidential and proprietary information of Jungo. Accordingly, you agree that you will not, nor allow any third party to, disseminate, transfer, grant access to, or otherwise disclose to any third party the Software or any part thereof or any other confidential or proprietary information of Jungo provided in connection therewith. You will maintain all copies of the Software and all related documentation in confidence.
16. **Termination and Effects of Termination.** Jungo may terminate this Agreement and the licenses granted to you hereunder at any time if you breach any of your obligations hereunder, by issuance of written notice to such effect, addressed to you at the address you provided in your registration form. Upon expiration or other termination of this Agreement, the Licenses granted to you hereunder shall immediately and automatically be canceled, and you will immediately remove all copies of the Software from your computer(s) and cease any use thereof.
17. **Contact Details.** If you have any questions concerning this Agreement or wish to contact Jungo for any reason —
- Web: <https://www.jungo.com>
  - Email: [sales@jungo.com](mailto:sales@jungo.com)

**18. U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software and documentation are provided with RESTRICTED RIGHTS.

Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraph (c)(1) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1)(ii) and (2) of Commercial Computer Software — Restricted Rights at 48 CFR 52.227-19, as applicable.