

IMPORTANT: READ THIS AGREEMENT CAREFULLY BEFORE USING MATERIALS IN THIS FILE.

This chumby HDK License Agreement (the "Agreement") is a legal agreement between you, either an individual or a single legal entity ("you" or "Licensee"), and chumby industries, inc. ("chumby", "we," or "us"). You must accept the terms of this Agreement before using the chumby HDK.

By accessing the content appended to this Agreement or by using the chumby HDK, you are indicating that you have read and understood, and assent to be bound by, the terms of this Agreement. If you are an individual working for a company, you represent and warrant that you have all necessary authority to bind your company to the terms and conditions of this Agreement.

If you do not agree to the terms of the Agreement, you are not granted any rights whatsoever in the chumby HDK. If you are not willing to be bound by these terms and conditions, you should not use, or should cease all use of, the chumby HDK and immediately return it to chumby.

1. Introduction.

What this Agreement is:

Under this Agreement, as set out below, chumby grants you a license to use the chumby HDK to hack your chumby Device. In return, we ask that you: keep the chumby Service on an even playing field with any other service you want to point your chumby Device to; grant us a license related to your modifications and derivatives, *when and if* you make them available to others; and agree to the other terms below.

What this Agreement is not:

This Agreement is about the materials we provide for people who want to hack their chumby Devices. It is not about the widgets that run on your chumby Device. We provide some widgets, and help people share widgets, on our website under the website terms of service at http://www.chumby.com/corporate/terms_of_use.

This Agreement is not a license to use chumby's brand or to manufacture and sell chumby Devices.

This Agreement is not a software license. Most of the software delivered on the chumby Device is licensed (by chumby or third parties) under free or open source license terms. See <http://www.chumby.com/developers/licenses> for details. This Agreement does not modify your rights under the licenses for such third-party free and open source software.

Contact us if you want to do something different: Our goal is to give our Licensees latitude to modify their chumby Devices and the chumby software that runs on them, while preserving our business of running the chumby Service. Our business and licensing models are under development, though, and we are open to talking about additional uses of our technology. So, if you have an idea that does not seem to be covered by these licenses, please contact chumby. Now, on to the legalese...

2. Definitions. As used in this Agreement:

"chumby Device" means the chumby hardware product distributed by chumby, including the housing, fabric, or other material that encases the electronics.

"chumby HDK" means the schematics, mask works, flat patterns, and specifications for the chumby Device provided by chumby under this Agreement.

"chumby Service" means the online service that chumby provides for the selection, receipt, and distribution of software, content, and services for use on chumby Devices.

"Consumer Content Network" means any network that is part of, or is connected to, the Internet (therefore excluding a user's private local-area network or any private academic local-area network unless it is connected to the Internet, as with a college campus connection to the Internet) that enables a user of a chumby Device to access or share entertainment or informational content (such as text, graphics, animation, video, and audio) that is primarily intended for consumers.

"Intellectual Property Rights" means all present and future worldwide copyrights, trade secrets, patent rights, moral rights, and other proprietary rights throughout the world, excluding trademark rights.

"Modified Device" means any chumby Device modified by Licensee.

3. Licenses; Restrictions; Ownership

3.1 License Grant. Subject to the terms and conditions of this Agreement, we grant to you a non-exclusive, non-transferable, worldwide, royalty-free license, under chumby's Intellectual Property Rights in the chumby HDK, to use the chumby HDK to (a) modify your chumby Device and (b) reproduce and distribute the chumby HDK without modification, provided that each recipient agrees in writing to be bound by the terms of this Agreement.

Your Modified Device must comply with the following: (i) your Modified Device must not enable you or anyone else to access the chumby Service and/or servers without an active network ID issued by chumby; (ii) your Modified Device must not block or interfere with any advertisement that is served by or distributed through the chumby Service and/or servers; and (iii) any Modified Device that connects to a Consumer Content Network must also enable the end user to connect the Modified Device to the chumby Service in substantially the same manner as the Modified Device connects to the Consumer Content Network.

3.2 License to Modified Devices. You retain your ownership rights in your innovations. If you publish, distribute, or otherwise make available any Modified Device or any related descriptions or specifications, you hereby automatically grant to chumby a non-exclusive, transferable, perpetual, irrevocable, royalty-free, and worldwide right and license under all Intellectual Property Rights to use, reproduce, modify, create derivative works of, and distribute and to make, have made, use, import, offer to sell and sell, and otherwise exploit such Modified Devices and any modifications, improvements, or enhancements they embody.

3.3 Certain Limitations and Licensee Obligations

(a) The rights stated in Section 3.1 are the only rights we grant in this Agreement. Except as licensed in this Agreement, you agree not to, directly or indirectly, exercise any other rights in the chumby HDK, sublicense your rights under this Agreement, or make, have made, import, or sell chumby Devices.

(b) You agree to reproduce, on all copies made by or for you, and not remove, alter, or obscure in any way, the proprietary rights notices (including copyright notices) of chumby on or within the chumby HDK.

(c) You agree that you will not make or publish any representations, warranties, or guarantees concerning the chumby Device or chumby HDK or any part thereof (you can warrant your modifications by themselves if you want).

(d) You agree that you will at all times comply with all applicable laws, rules, and regulations in exercising your rights under this Agreement. If you develop a Modified Device, you are solely responsible for compliance with all applicable laws, rules, and regulations (including without limitation FCC rules and regulations regarding radio frequency transmissions and interference) and for obtaining all required certifications and governmental permits and licenses. You are not licensed under this Agreement to create or use any device or software in violation of such laws, rules, or regulations.

3.4 Ownership of chumby HDK. All Intellectual Property Rights in the chumby Device and chumby HDK are the exclusive property of chumby and its suppliers. All rights in and to the chumby Device and chumby HDK not expressly granted to you in this Agreement are reserved by chumby and its suppliers. In addition, nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of chumby's existing or future Intellectual Property Rights in the chumby Service.

3.5 Trademarks. Under this Agreement, we do not license to you any rights to any chumby trademark, trade name, or logo. You agree that you may not use the name "chumby" without the prior written consent of chumby, except as necessary to comply with Section 3.3(b).

4. Support and Updates. You will be solely responsible for performing support and other services requested or required by anyone who obtains a Modified Device you create. You may not refer anyone to chumby for such support. You are not entitled to receive any upgrades, updates, or future versions of the chumby HDK under this Agreement, although we may make them available to you from time to time.

5. Disclaimer of Warranty. THE CHUMBY HDK IS PROVIDED "AS-IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. TO THE FULLEST EXTENT PERMITTED BY LAW, CHUMBY AND ITS SUPPLIERS SPECIFICALLY AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

YOU AGREE THAT YOU ARE RESPONSIBLE FOR ANY MODIFICATIONS YOU MAKE TO THE CHUMBY DEVICE OR ACCOMPANYING SOFTWARE. YOU AGREE THAT ANY SUCH MODIFICATIONS AUTOMATICALLY VOID ANY WARRANTIES YOU RECEIVED FOR THE CHUMBY DEVICE OR SOFTWARE.

6. Limitation of Liability. NEITHER CHUMBY NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE USE OF THE CHUMBY HDK, OR FOR THE LOSS OF DATA, INFORMATION OF ANY KIND, BUSINESS, PROFITS, OR FOR OTHER COMMERCIAL LOSS, HOWEVER CAUSED, AND WHETHER OR NOT CHUMBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHUMBY'S SUPPLIERS WILL HAVE NO LIABILITY TO

YOU. IN NO EVENT WILL CHUMBY'S TOTAL LIABILITY IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR CHUMBY HDK EXCEED ONE HUNDRED US DOLLARS (US\$100.00).

7. Term and Termination. The term of this Agreement will begin when (a) you click the "ACCEPT" button for this Agreement or (b) you use the chumby HDK, or any part of it, whichever comes first, and continue thereafter unless terminated earlier in accordance with this Section 7 or as agreed upon by the parties. This Agreement will terminate automatically and immediately without further notice if you breach it.

Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease to exist, and you must destroy or return to chumby all copies of the chumby HDK in your possession or control and certify to chumby in writing that you have fully complied with this requirement. Sections 2, 3.3-3.5, 5, 6, 7, and 8 will survive termination of this Agreement for any reason.

8. Miscellaneous

8.1 Assignment. You may not assign your rights or delegate your duties under this Agreement to any third party without the prior written consent of chumby. chumby may freely assign this Agreement. This Agreement will terminate immediately upon occurrence of any prohibited assignment, and any attempted assignment or transfer in violation of the foregoing will be null and void.

8.2 Indemnity. You agree that you will indemnify and hold chumby harmless from any loss, cost, liability, damage, or expense (including attorney's fees) arising from or related to your creation, use, manufacture, sale, or distribution of any chumby HDK or Modified Device.

8.3 Export. You agree that you will comply with all applicable laws and restrictions and regulations of the Department of Commerce and agencies or authorities of the United States and similar regulations applicable to any other country to which this Agreement relates, including the U.S. Export Administration Act, regarding the export of technology with respect to the chumby HDK and Modified Devices.

8.4 Relationship of the Parties. Each party will be deemed to be an independent contractor, and neither party will be, or hold itself out to be, a partner, employee, franchisee, representative, servant, or agent of the other party. No provision of this Agreement is intended or will be construed to confer upon or give to any person or entity other than chumby, chumby's suppliers, and you any rights, remedies, or other benefits under or by reason of this Agreement.

8.5 Certain Remedies. You acknowledge that a breach of this Agreement may cause chumby irreparable damage, for which the award of damages would not be adequate compensation. Consequently, chumby may seek the entry of an injunction enjoining any breach or threatened breach hereof, in addition to any other relief to which chumby may be entitled at law or in equity. In addition to any other relief awarded, the prevailing party in any action arising out of or relating to this Agreement will be entitled to its reasonable attorneys' fees and costs.

8.6 Entire Agreement; Governing Law; Interpretation; Notices. This Agreement is the final, complete and exclusive agreement between the parties relating to the chumby HDK, and supersedes all prior or contemporaneous proposals, representations, understandings, or agreements relating thereto, whether oral or written. Without limiting the foregoing, if this Agreement conflicts with any end user license agreement that accompanied your chumby Device, this Agreement controls, but only with respect to the chumby HDK provided under this Agreement. No waiver or modification of the Agreement will be valid unless signed by each party. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. The headings in this Agreement do not affect its interpretation. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. This Agreement is governed by the laws of the State of California without reference to conflict of laws principles that would require the application of the laws of any other state. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in San Diego County, California, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Should you have any question about this Agreement, or if you desire to contact chumby, please contact us by mail at chumby industries, inc., 12264 El Camino Real, Suite 203, San Diego, CA 92130.

Updated: December 2007

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lcd.SchDoc



U_audio
audio.SchDoc



U_power_boot
power_boot.SchDoc



U_cpu
cpu.SchDoc



U_memory
memory_dw.SchDoc



U_usb
usb.SchDoc



U_misc_io
misc_io.SchDoc



Legacy section for squishy compatibility

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chumby_classic.SchDoc



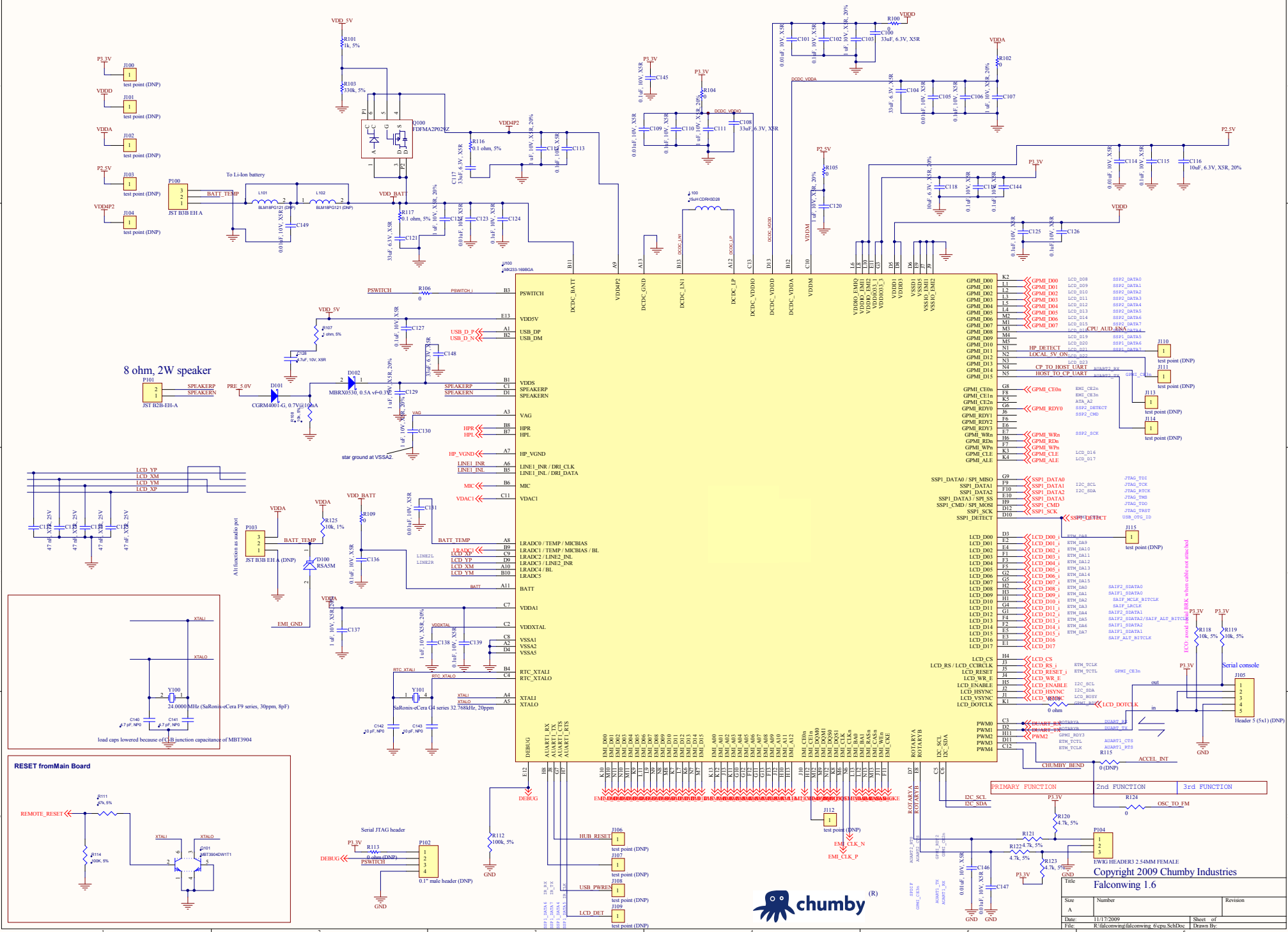
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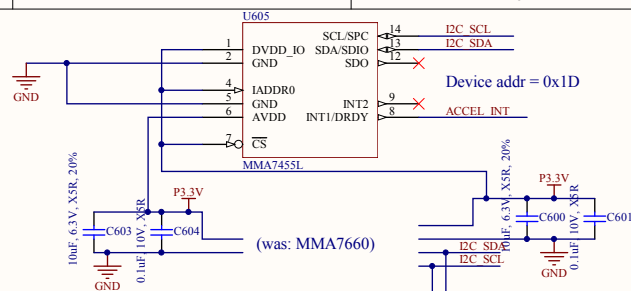


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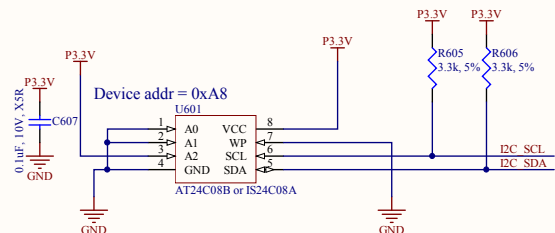
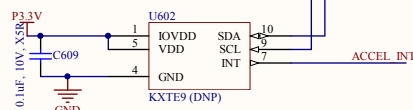
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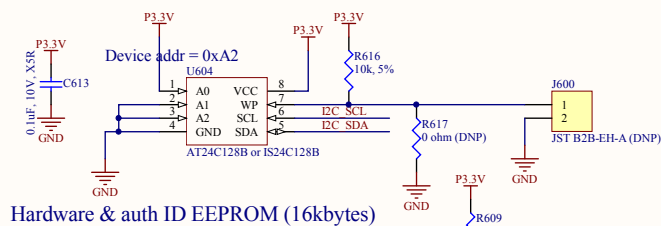




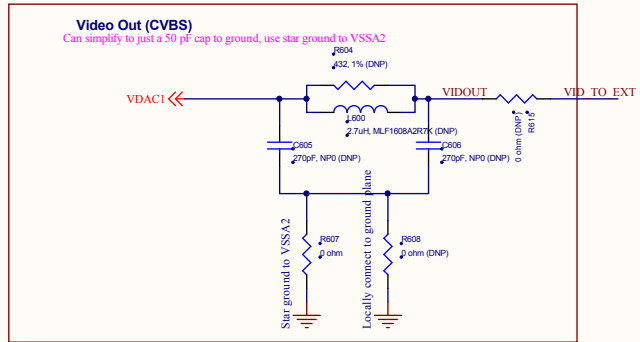
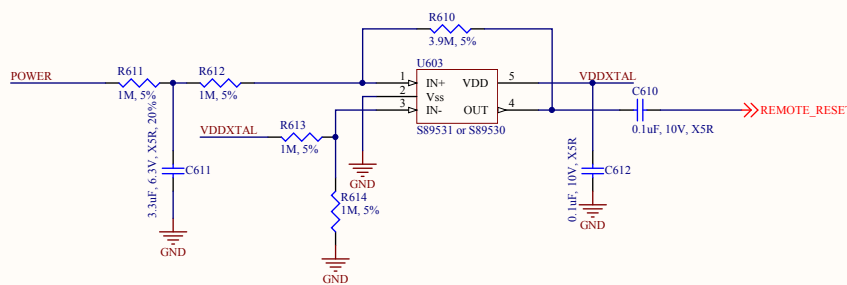
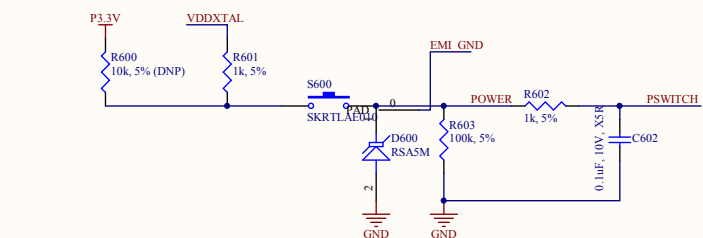
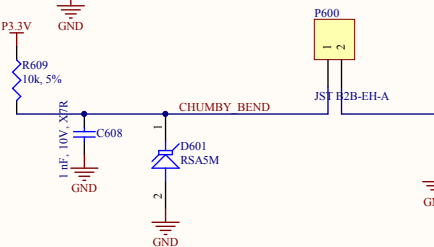
Accelerometer



DCID



Hardware & auth ID EEPROM (16kbytes)



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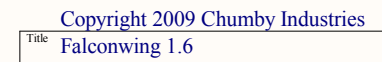
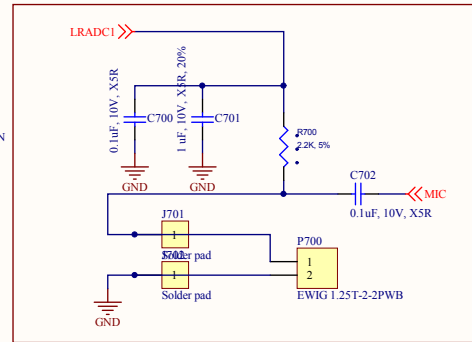
Deprecated 7/2009 -- use on-board i.mx233 AES crypto and user unreadable keys to create untransferable authentication codes

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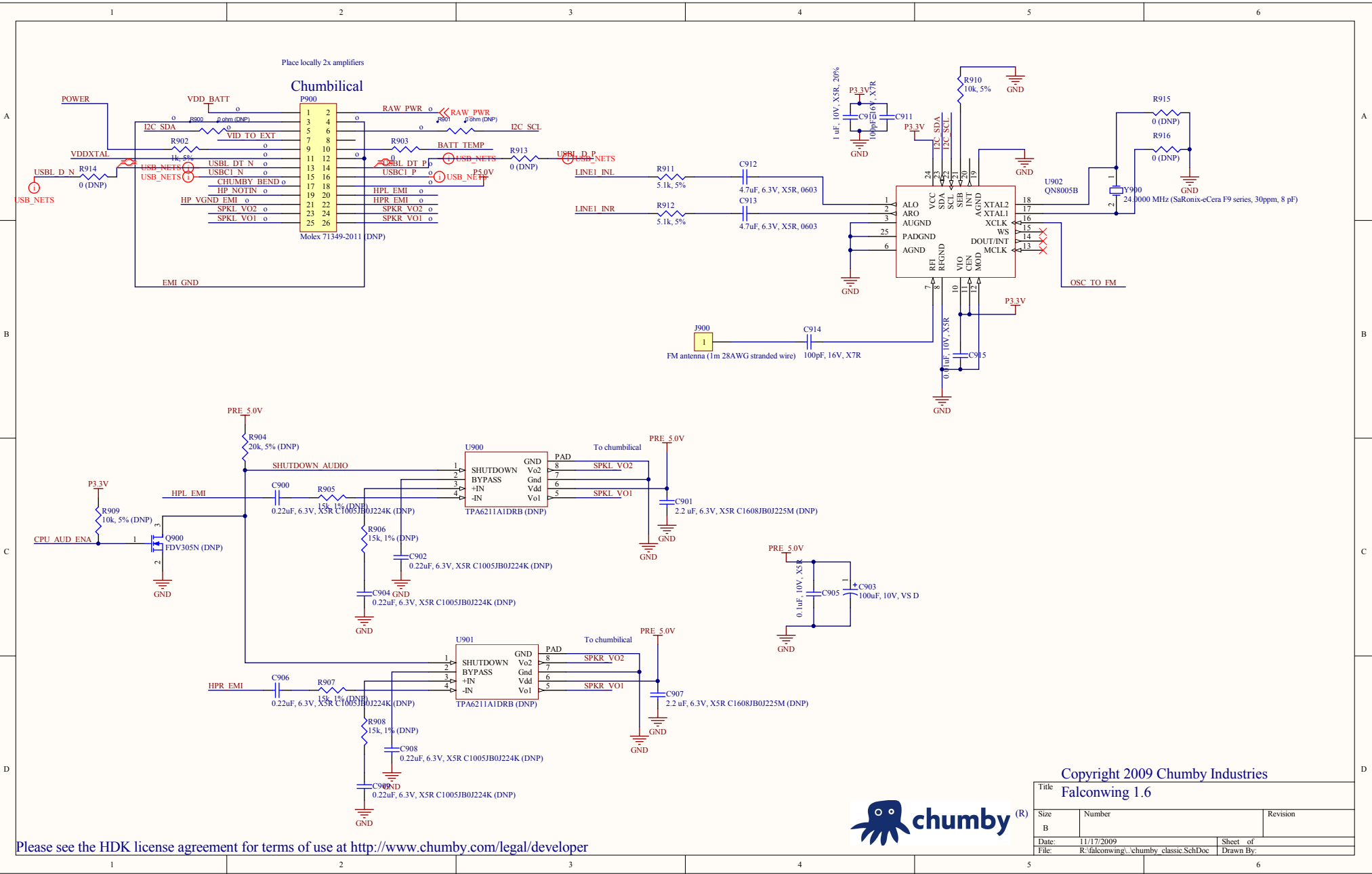
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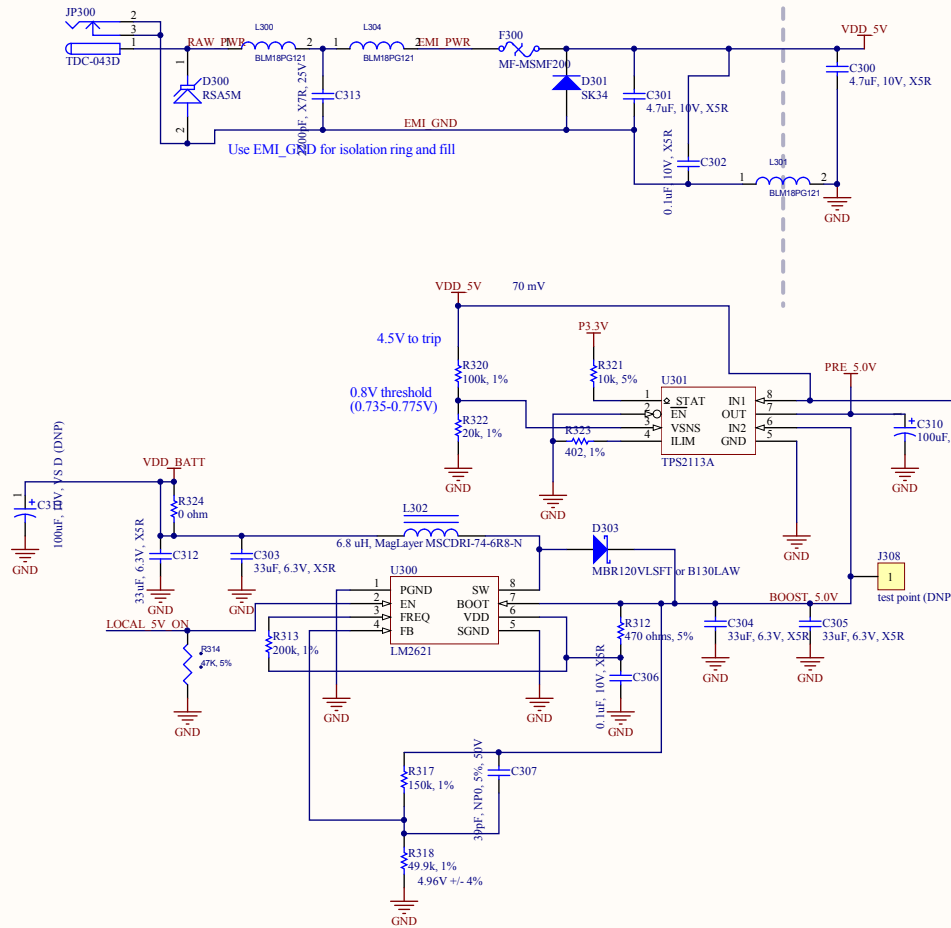
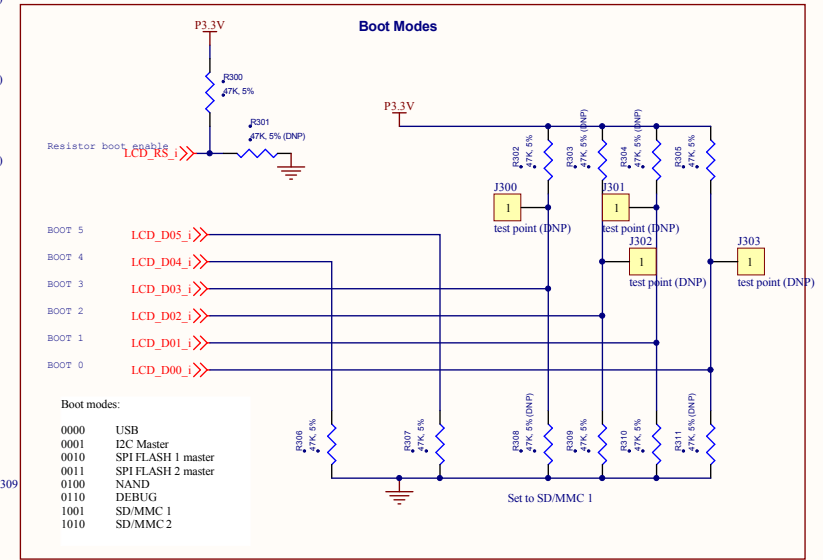
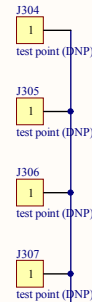


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5V DC @ 2A peak +/- 5%

200 ohm @ 100 MHz, 1-turn ferrite core required on cable for EMC

Ground test points



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Falconwing 1.6



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