IMPORTANT - READ CAREFULLY.

This License Agreement ("Agreement") is a legal agreement between you, your heirs, agents, successors and assigns (hereafter "Licensee") and Microchip Technology Incorporated ("Microchip") for Microchip's TCP/IP Stack Software Version 3.60 ("Software") and accompanying documentation ("Documentation"). By indicating acceptance below, or by installing, copying or using the Software or Documentation, Licensee acknowledges that Licensee has read, understood, and agreed to be bound by the terms and conditions of this Agreement. If Licensee does not agree to the terms of this Agreement, Licensee shall promptly destroy the Software and Documentation (maintaining no copies) and discontinue all use.

THE SOFTWARE AND DOCUMENTATION MAY BE ACCESSED ONLY IF LICENSEE ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE INDICATE ACCEPTANCE OR NON-ACCEPTANCE BY SELECTING "I ACCEPT" OR "I DO NOT ACCEPT" AS INDICATED BELOW.

The Software and Documentation are protected by U.S. copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. Ownership and Title. All right, title and interest, including intellectual property rights, in and to the Software, Documentation, and copies thereof, shall remain in Microchip. Microchip owns all proprietary rights to the Software technology, including, but not limited to, the Software as implemented in any device or system, all hardware and software implementations of the Software technology, and derivatives. Modifications and derivatives of Software and Documentation made by Licensee or on Licensee's behalf shall be considered works made for hire with ownership vesting in Microchip on creation.

Microchip reserves all rights not expressly granted to Licensee in this Agreement. The Software and Documentation are licensed pursuant to this Agreement, not sold.

2. License Grant.

(a) Software License.

Subject to the terms and conditions of this Agreement, Microchip grants to Licensee a perpetual, non-exclusive license to use, modify, copy, and distribute

- (i) the **Software** when embedded on a Microchip microcontroller or digital signal controller product (hereafter "Device") which is integrated into Licensee's product, or
- (ii) ONLY the Software driver source files ENC28J60.C and ENC28J60.H ported to a non-Microchip device used in conjunction with a Microchip ethernet controller for the sole purpose of interfacing with the ethernet controller,

each resulting system hereafter called a "Conforming System". Except as stated in section 2(a)(ii) any portion of the Software (including derivatives or modifications thereof) may not be embedded on a non-Microchip device.

Licensee may not reverse engineer (by disassembly, decompilation or otherwise) or any portion of thereof, except and only to the extent that such activity is specifically allowed by this Agreement or expressly permitted by applicable law notwithstanding the foregoing limitations.

- (b) <u>Documentation License</u>. Subject to all of the terms and conditions of this Agreement, Microchip hereby grants to Licensee a perpetual, non-exclusive license to use the Documentation within Licensee's company for purposes of developing and supporting Conforming Systems.
- (c) <u>Sublicense Grant</u>. Licensee may sublicense its agents, and consultants to the Software and Documentation only to develop or manufacture Conforming Systems on behalf of Licensee provided they have agreed to be bound by the terms of this Agreement and are obligated to

maintain the confidentiality of Software and Documentation by a current and enforceable confidentiality agreement. Licensee remains liable for all violations of this Agreement by its agents and consultants. Licensee's customers may use those portions of the Software which Licensee was permitted to integrate into the Conforming System, which does not include use of, or access to, the Software apart from the Conforming System.

- 3. <u>Marking</u>. Licensee must include Microchip's copyright, trademark and other proprietary notices in all copies of Documentation and Software. Licensee may not remove or alter any Microchip copyright or other proprietary rights notice contained in any portion of the Software or Documentation. Licensee may not remove or alter any identifying screen that is produced by the Software.
- 4. <u>Confidentiality</u>. Software, and Documentation are confidential and must be treated as the Licensee treats its own confidential information but in no event with less than a reasonable degree of care. Software and Documentation may only be shared with Licensee's employees, agents and consultants as allowed in this Agreement.
- 5. <u>Term and Termination of Agreement</u>. This Agreement shall commence upon acceptance, access, or use of Software or Documentation by Licensee. The license rights under this Agreement terminate automatically without notice from Microchip, or immediately upon notice from Microchip, if Licensee, its employees, consultant, or agents fail to comply with this Agreement. Microchip may also terminate this Agreement upon reasonable belief that Licensee's agents are not acting in conformance with this Agreement. Upon termination, Licensee will immediately destroy all copies of the Software and Documentation, and cease using and distributing Software, Documentation, and any part or derivative thereof.
- 6. <u>Indemnity.</u> Licensee will indemnify and hold Microchip and its related companies harmless for, from and against, any claims or liabilities, including without limitation product liability claims, arising out of the use, reproduction or distribution of Software, Documentation, and parts thereof.

7. Limited Warranty and Limited Liability.

THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Microchip disclaims all responsibility for the accuracy or reliability of the Software and Documentation and does not warrant they will meet licensee's requirements, be uninterrupted or error-free, or that any defects in the software will be corrected. The entire risk arising out of use or performance of the Software and Documentation provided under this Agreement is assumed by Licensee.

In no event shall Microchip be liable for any incidental, special, indirect or consequential damages, lost profits or lost data, cost of procurement of substitute goods, technology or services, any claims by third parties (including but not limited to any defense thereof), any claims for indemnity or contribution, or other similar costs, whether asserted on the basis of contract, tort (including negligence), breach of warranty, or otherwise. IN ANY EVENT, MICROCHIP'S LIABILITY UNDER THIS AGREEMENT AND FOR THE SOFTWARE AND DOCUMENTATION IS LIMITED TO THE AMOUNT LICENSEE PAID MICROCHIP FOR THE SOFTWARE.

8. General.

- <u>Assignment.</u> This Agreement and the rights and obligations hereunder shall not be assignable by Licensee without the prior written approval of Microchip except pursuant to a merger, sale of all assets of Licensee or other corporate reorganization, provided that assignee agrees in writing to be bound by the Agreement.
- <u>Waiver.</u> Nothing in this Agreement constitutes a waiver of Microchip's rights under U.S. copyright laws or any other federal, state, local or foreign law.
- <u>Entire Agreement.</u> Licensee agrees that this Agreement constitutes the entire agreement between the parties with relation to the Software and Documentation.

- <u>Severability</u>. If any provision of this Agreement, or portion thereof, is found void or unenforceable, the remainder of the Agreement will remain valid and enforceable. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth in the limited warranty shall remain in effect.
- <u>Export.</u> Licensee agrees to comply with all export laws, restrictions and regulations of the U.S. Department of Commerce or other United States or foreign agency or authority.
- <u>Law, Venue, Waiver of Trial by Jury.</u> This Agreement shall be deemed entered in the State of Arizona and shall be construed, interpreted and governed by the laws of the State of Arizona without regard to conflict of laws provisions. Licensee agrees that any disputes arising out of or related to this Agreement or Software or Documentation shall be brought in the courts of Maricopa county, Arizona. The parties agree to waive their rights to a jury trial in actions relating to this Agreement.

Use, duplication or disclosure by the United States Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Microchip Technology Incorporated, 2355 West Chandler Blvd, Chandler, AZ 85224-6199.

If Licensee has any questions concerning this agreement, please write Microchip Technology Inc. 2355 W. Chandler Blvd. Chandler, AZ 85224 USA, ATTN: Marketing.

Copyright © 2006, Microchip Technology, Inc., 2355 West Chandler Blvd, Chandler, AZ 85224-6199, U.S.A. All rights reserved. License rev. 0206