

技术授权协议

Technical Authorization Agreement

协议双方

Parties to the Agreement

本协议由以下双方于 2025 年 3 月 20 (以下简称“生效日期”) 签署:

This Agreement is entered into by and between the following parties on March 20, 2025 (hereinafter referred to as the "Effective Date"):

1. 授权方 (制造商)

Licensor (Manufacturer)

名称: 全动电子技术有限公司

Name: QDTFT

法定代表人: 冯权

Legal Representative:FengQuan

2. 被授权方 (开源项目方)

Licensee (Open Source Project Party)

名称: LCD CAVANS (<https://github.com/kerbalwzy/lcdcanvas>)

Name: LCD CAVANS (<https://github.com/kerbalwzy/lcdcanvas>)

法定代表人: 王鐘英

Legal Representative: WangZhongYing

前言

Preamble

鉴于授权方生产了一款屏幕（以下简称“屏幕”），并拥有其数据传输协议的相关知识产权；

Whereas the Licensor manufactures a screen (hereinafter referred to as the "Screen") and owns the intellectual property rights related to its data transmission protocol;

鉴于被授权方开发并维护一个开源项目的上位机软件（以下简称“开源项目”），希望使用屏幕的数据传输协议进行软件开发，并将其暴露给开发者社区；

Whereas the Licensee develops and maintains an open source host software project (hereinafter referred to as the "Open Source Project") and wishes to use the Screen's data transmission protocol for software development and expose it to the developer community;

双方经友好协商，达成以下协议：

The Parties, through amicable negotiation, have reached the following agreement:

第一条 定义

Article 1: Definitions

1.1 屏幕：指授权方生产的序列号为 QDTECH 的屏幕。

Screen: Refers to the screen manufactured by the Licensor with serial number QDTECH.

1.2 数据传输协议：指屏幕与上位机软件通信所使用的技术规范和协议，包括但不限于接口定义、数据格式和传输规则，不含任何硬件设计或固件相关技术。

Data Transmission Protocol: Refers to the technical specifications and protocols used by the Screen to communicate with host software, including but not limited to interface definitions, data formats, and transmission rules, excluding any hardware design or firmware-related technology.

1.3 开源项目：指被授权方开发并以 CC BY-NC-SA 4.0 发布的上位机软件项目，项目名称为 LCD CANVAS。

Open Source Project: Refers to the host software project developed by the Licensee and released under the CC BY-NC-SA 4.0, with the project name LCD CANVAS.

第二条 授权范围

Article 2: Scope of Authorization

2.1 数据传输协议授权：授权方特此授权被授权方在开源项目中使用屏幕的数据

传输协议，并允许在项目中公开该协议，供开发者社区用于上位机软件开发和参考。

Data Transmission Protocol Authorization: The Licensor hereby authorizes the Licensee to use the Screen's Data Transmission Protocol in the Open Source Project and permits the disclosure of the protocol within the project for use and reference by the developer community in host software development.

2.2 授权限制：本授权仅限于数据传输协议的使用和公开，不包括屏幕的硬件设计、固件或任何其他技术授权。被授权方不得将协议用于硬件开发或超出上位机软件开发范围的其他用途。

Authorization Limitation: This authorization is limited to the use and disclosure of the Data Transmission Protocol and does not include authorization for the Screen's hardware design, firmware, or any other technologies. The Licensee shall not use the protocol for hardware development or purposes beyond host software development.

2.3 非独占性：本授权为非独占性授权，授权方保留向其他方授予类似授权的权利。

Non-Exclusivity: This authorization is non-exclusive, and the Licensor reserves the right to grant similar authorizations to other parties.

2.4 标注要求：被授权方应在开源项目文档中明确标注数据传输协议来源于授权方，例如“数据传输协议由 全动电子 提供”。

Attribution Requirement: The Licensee shall clearly indicate in the Open Source Project documentation that the Data Transmission Protocol originates from the Licensor, for example, "The Data Transmission Protocol is provided by QDTFT."

第三条 知识产权

Article 3: Intellectual Property Rights

3.1 授权方的权利：数据传输协议的知识产权归授权方所有。本协议不转让任何知识产权的所有权。

Licensor's Rights: The intellectual property rights of the Data Transmission Protocol belong to the Licensor. This Agreement does not transfer ownership of any intellectual property rights.

3.2 被授权方的权利：被授权方在开源项目中使用数据传输协议时，应遵守 CC BY-NC-SA 4.0 的条款，并确保不侵犯授权方的知识产权。

Licensee's Rights: The Licensee shall use the Data Transmission Protocol in the Open Source Project in compliance with the terms of the CC BY-NC-SA 4.0 and ensure that the Licensor's intellectual property rights are not infringed.

3.3 衍生作品：被授权方基于数据传输协议开发的任何衍生作品，应在开源项目中以 CC BY-NC-SA 4.0 发布，并注明原始协议来源于授权方。

Derivative Works: Any derivative works developed by the Licensee based on the Data Transmission Protocol shall be released in the Open Source Project under the CC BY-NC-SA 4.0 , with an acknowledgment that the original protocol originates from the Licenser.

第四条 责任与义务

Article 4: Responsibilities and Obligations

4.1 授权方的义务:

- 提供数据传输协议的详细说明，以支持被授权方的上位机软件开发。

Obligations of the Licenser:

- Provide detailed specifications of the Data Transmission Protocol to support the Licensee's host software development.

4.2 被授权方的义务:

- 在开源项目中使用数据传输协议时，遵守适用的法律法规和开源许可证要求。
- 在项目文档或相关宣传中，适当标注授权方的贡献。

Obligations of the Licensee:

- Use the Data Transmission Protocol in the Open Source Project in compliance with applicable laws, regulations, and open source license requirements.
- Appropriately acknowledge the Licenser's contribution in project documentation or related promotional materials.

第五条 保密条款

Article 5: Confidentiality

5.1 若授权方提供的任何技术资料被标记为“保密”，且未包含在数据传输协议中，被授权方应在未经授权方书面同意的情况下，不向第三方披露该资料。

If any technical information provided by the Licenser is marked as “confidential” and is not included in the Data Transmission Protocol, the Licensee shall not disclose such information to third parties without the Licenser's written consent.

第六条 期限与终止

Article 6: Term and Termination

6.1 期限：本协议自生效日期起生效，除非双方另行约定或提前终止，有效期为99年。

Term: This Agreement shall take effect from the Effective Date and remain valid for 99 years, unless otherwise agreed or terminated earlier by the Parties.

6.2 终止:

- 若一方严重违反本协议条款，另一方有权提前终止协议，需提前 30 天 书面通知对方。
- 本协议终止后，被授权方可在现有开源项目版本中继续使用数据传输协议，但不得在后续版本中新增使用。

Termination:

- If one Party materially breaches the terms of this Agreement, the other Party may terminate the Agreement early with 30 days prior written notice.
- Upon termination of this Agreement, the Licensee may continue to use the Data Transmission Protocol in existing versions of the Open Source Project but shall not incorporate it into subsequent versions.

第七条 法律适用与争议解决

Article 7: Governing Law and Dispute Resolution

7.1 本协议适用 中华人民共和国 法律。

This Agreement shall be governed by the laws of People's Republic of China.

7.2 因本协议引起的争议，双方应协商解决；协商不成的，提交中国国际经济贸易仲裁委员会仲裁。

Any disputes arising from this Agreement shall be resolved through negotiation. If negotiation fails, the dispute shall be submitted to China International Economic and Trade Arbitration Commission for arbitration or litigation.

第八条 其他条款

Article 8: Miscellaneous

8.1 本协议未尽事宜，双方可另行签订补充协议，补充协议与本协议具有同等效力。

Matters not covered in this Agreement may be addressed in a supplementary agreement, which shall have the same legal effect as this Agreement.

8.2 本协议一式两份，双方各执一份，具有同等法律效力。`

This Agreement is executed in two originals, one for each Party, each with equal legal effect.

授权方 (Licensor) :

签名:

Signature:

日期: 2025/03/20

Date: 2025/03/20

被授权方 (Licensee) :

签名: 王樟英

Signature: WangZhangYing

日期: 2025/03/20

Date: 2025/03/20