## Microtelecom SDRDK Licensing Agreement

(Version ”2.0 – February 2010”)  
  
The Microtelecom SDRDK (Software Defined Radio Developer Kit) can be used freely subject to certain licensing conditions, by anyone interested in developing applications for Microtelecom SDRs (Software Defined Radios), or to extend an application so that it's capable of hosting a Microtelecom SDR product.  
  
The following text is available as a text file in 'doc' format. The file “SDRDK-Licensing- Agreement.doc” is part of the Microtelecom SDRDK.  
  
If you choose to publish a product that is using parts or all of the Licensed Software Defined Radio Developer Kit, you're under the obligation to send the signed 'Microtelecom SDRDK Licensing Agreement' to Microtelecom s.r.l., Pavia di Udine - Italy.  
  
If you choose to receive the Microtelecom SDRDK you are declaring yourself to be in agreement with the following Licensing conditions. Please read the following text carefully from beginning to end.  
  
If you are not in agreement with these conditions you should elect not to use the SDRDK.

### 1. Object of the Agreement

1. The object of this agreement consists of the Microtelecom SDRDK (Software Defined Radio Developer Toolkit), comprising of documentation, example code, binary libraries, and FPGA bitstreams and MCU firmware images intended to be used on Microtelecom SDR products only. These are described hereinafter as the "Licensed Software Developer Kit".
2. Microtelecom s.r.l. is the holder of all copyrights, rights of ownership, and other rights concerning the Licensed Software Developer Kit.
3. The Licensed Software Developer Kit contains information about how to develop an application which interfaces to a Microtelecom Software Defined Radio  
   Currently the following computer platforms are supported:  
   - Microsoft Windows XP, Windows Vista and Windows 7, 32 and 64 bit Operating Systems

### 2. Granting of Rights

1. Microtelecom s.r.l. hereby grants to the Licensee a non-exclusive, worldwide, nontransferable license during the term of this agreement to use the **Licensed Software Developer Kit** solely for the development of applications that host Microtelecom SDR products,
2. The Licensee has no permission to sell, license, give-away and/or distribute the **Licensed Software Developer Kit** or parts of it in any way, on any medium, including the Internet, to any other person, including sub-licensors of the Licensee or companies where the Licensee has any involvement. This includes re-working this specification, or reverse-engineering any products based upon this specification.
3. The Licensee recognises the value of the goodwill associated with the **Licensed Software Developer Kit** and acknowledges that such goodwill exclusively belongs to the benefit of Microtelecom s.r.l. and belongs to Microtelecom s.r.l.. The Licensee warrants that it will not use the Licensed Software Developer Kit on promotional merchandise other than as permitted hereunder.
4. If the Licensee is developing a product, that is using parts or all of the Licensed Software Developer Kit, and this product is not published under his own name but will be published under the name of a third party , this third party has to agree to be bound by Sections 2 to 3 of this SDRDK Licensing Agreement. The third party has to completely comply with these provisions. If the third party is not in accordance with these conditions, the third party is not allowed to distribute this product which is using parts or all of the Licensed Software Developer Kit.
5. If the Licensee is planning to publish a product under his own name or under the name of a third party, that is using parts or all of the Licensed Software Developer Kit, the Licensee is under the obligation to inform Microtelecom s.r.l. about it by sending the signed ‘Microtelecom SDRDK Licensing Agreement’ to Microtelecom s.r.l., either by mail, or by fax.

### 3. Fees and Royalties

1. This license is non-royalty bearing and the Licensee shall not be obligated to pay to Microtelecom s.r.l. any fees or royalties with respect to the Microtelecom SDR technology.

### 4. Limitation of Liability

1. Subject to the provisions in the following sub-sections, Microtelecom s.r.l. shall only be liable, irrespective of the legal grounds, for damages caused by the intentional or grossly negligent conduct of Microtelecom s.r.l., its legal representatives, managerial employees or any other vicarious agents. In the case of damage caused by the grossly negligent conduct of any other vicarious agents, the liability shall be limited to those damages which must typically be expected within the scope of an agreement such as the present one. Any further liability other than as permitted under this agreement shall be excluded.
2. Any liability of Microtelecom s.r.l. for damages arising from violation of life, body and health, from the assumption of a guarantee or from a procurement risk as well as Microtelecom's liability for damages pursuant to product liabilities acts shall remain unaffected.
3. To the extent the liability of Microtelecom s.r.l. is excluded pursuant to the subsections of this provisions, this shall also apply to the benefit of Microtelecom's employees in the event the Licensee files any claims directly against them.

### 5. Product Warranty

1. Microtelecom licences its SDRDK on an "AS IS" basis. Microtelecom makes no warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose, regarding the Licensed Software Developer Kit or operation and use in combination with the Licensee’s program. Neither the Licensee, its employees, agents, or Distributors have any right to make any other representation, warranty or promise with respect to the Licensed Software Developer Kit.
2. In no event shall Microtelecom be liable for incidental or consequential damages arising from the use, or distribution of the Licensed Software Developer Kit by the Licensee, whether theory of contract, product liability or otherwise. All  claims for indemnification for losses by the Licensee itself or by third parties shall be excluded.
3. Microtelecom s.r.l. may release improved versions of the Licensed Software Developer Kit but offers no commitment whatsoever that such releases will occur at anytime or for anybody.

### 6. Infringement

1. Microtelecom s.r.l. represents and warrants that, as of the date of this Agreement, it is not aware of any claim or action alleging that the content of the Licensed Software Developer Kit infringes any third party intellectual property right.
2. Microtelecom s.r.l., however, disclaims any obligation of defense or indemnify of the Licensee or its customer with respect to any such claim or action, or otherwise arising out of this agreement. Microtelecom s.r.l. shall have no liability arising out of any such actual or alleged intellectual property infringement.
3. The Licensee, however, shall promptly notify Microtelecom s.r.l., in writing, of each such infringement claim of which the Licensee becomes aware. Microtelecom s.r.l. may defend the Licensee against such claims. In such case, the licensee is obliged to duly support Microtelecom's defense.

### 7. Relationship between the two Parties

Nothing stated in this Agreement will be construed as creating the relationships of joint ventures, partners, principal, agent or whatsoever. The Licensee shall not be entitled to represent Microtelecom s.r.l. or to make statements on its behalf.

### 8. Term of the Agreement

1. The Agreement shall run for an unlimited period.
2. If the Licensee is in breach of any material obligation set out in this agreement and does not cure such breach by Microtelecom's written demand within 14 days, Microtelecom shall be entitled to terminate this agreement immediately in writing and inform the Licensee verbally about it. In such a case, this license and all the rights granted to the Licensee herein shall immediately cease.
3. The right to extraordinary termination for good cause shall remain unaffected.

### 9. Final provisions

1. This agreement and the interpretation thereof shall be exclusively subject to the laws of the Republic of Italy.
2. The Licensee declares himself to be in agreement with the use of any personal data obtained through this licensing relationship by Microtelecom s.r.l. for its own company purposes, and for the purposes of its Company Group, within the meaning of the relevant Data Protection laws.
3. If any one stipulation of this License contract should be or become invalid, completely or in part, this shall not affect the validity of the remaining stipulations. The parties undertake instead to replace the invalid stipulations with a valid regulation which comes as closely as possible to the commercially desired purpose originally intended for the ineffective provision; the same shall apply in the case of a gap.
4. Amendments, supplements and notices of termination of this agreement must be made in writing. The rescission of this agreement or an alteration to the requirement of the written form must also be made in writing. Subsidiary agreements have not been concluded.
5. Place of jurisdiction for all disputes is Udine, Italy. In addition, each party can bring an action against the other party at the general place of jurisdiction of the other party.
6. This agreement does not require a specific form (e.g. recording by a notary).