



MICROEJ[®]

STUDIO

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MICROEJ STUDIO LICENSE AGREEMENT

PREAMBLE

THIS SOFTWARE LICENSE AGREEMENT (THE « AGREEMENT ») APPLIES TO MICROEJ STUDIO (HEREIN AFTER MICROEJ STUDIO) LICENSED BY INDUSTRIAL SMART SOFTWARE TECHNOLOGY S.A. OPERATING UNDER THE BRAND NAME MICROEJ®, 11 RUE DU CHEMIN ROUGE, F-44373 NANTES, FRANCE («IS2T®») OPERATING UNDER THE BRAND NAME MICROEJ INCLUDING ANY OF ITS SUBSIDIARIES (« IS2T PARTNERS ») OR DISTRIBUTORS (« IS2T DISTRIBUTORS ») TO YOU (« THE LICENSEE »).

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1 DEFINITIONS

The following terms have the meanings set forth below whenever they are used in this Agreement.

1.1 « **Executable Software** » means an executable code version of the software Source Code.

1.2 « **Software Source Code** » means a software, written in text form that must be translated into machine code before it can be run on any microprocessor architecture.

1.3 « **Software** » is a collective term for Executable Software and Software Source Code as defined above and all other forms of software programs, such as, but not limited to Java scripts.

1.4 « **MicroEJ Studio** » means the Software program(s) included in the enclosed package or otherwise specified in this Agreement, along with templates or other instructions and any Software updates, revisions and additional modules and templates (if any) the Licensee may receive from IS2T or an IS2T Partner or an IS2T Distributor hereunder from time to time.

1.5 « **Documentation** » means a copy of the documentation, as provided by IS2T or the IS2T Partner or IS2T Distributor, together with MicroEJ Studio for use by the Licensee.

1.6 « **Intellectual Property Rights** » means copyright, design right, patents, trademark rights, database rights, rights in confidential information and any other intellectual property rights whether registered or unregistered anywhere in the world.

1.7 « **Application** » means software code in its binary form that has been generated by **MicroEJ Studio** in order to run on a MicroEJ-Ready Device.

1.8 « **Agency for the Protection of Programs (APP)** » means the French private Organization with office at 249 rue de Crimée, PARIS 75019 (FRANCE) where MICROEJ has been registered.

1.9 « **The Media** » means any kind of physical memory where **MicroEJ Studio** has been copied or burnt in order to be delivered to the Licensee.

1.10 « **MicroEJ Store** » means the distribution platform for Application that will run on MicroEJ-Ready Devices.

1.11 « **MicroEJ Ready-Devices** » means an electronic device that runs MicroEJ Core technology in order to make that device able to download, install and run Application(s).

1.12 « **User** » means the End-User who has to be a natural person and who will be allowed by the Licensee to use **MicroEJ Studio**, under the responsibility of the Licensee.

1.13 « **Virtual Device** » means each software package including the resources and tools required for building and testing an Application for a specific MicroEJ-Ready Device Reference. The Virtual Device can be either included in the **MicroEJ Studio** package, or provided by MicroEJ or any third party that has been allowed to generate such Virtual Device.

2 TERM OF AGREEMENT

2.1 This Agreement shall become effective, at the latest, at the Licensee's receipt of **MicroEJ Studio**. It shall remain, in effect for an indefinite period in time, subject to the terms and conditions set out below – in particular, if there is a breach of this Agreement by the Licensee, IS2T, or the relevant IS2T Partner or IS2T Distributor has the right, according to Section 13 , to terminate the Agreement.

3 OWNERSHIP AND LICENSE GRANT

3.1 IS2T holds all rights title and ownership in **MicroEJ Studio** including all and any Intellectual Property Rights which subsist in the Product and all copies thereof. No title or other rights in the Product (other than those rights expressly granted herein) shall pass to the Licensee.

3.2 THE PRODUCT IS LICENSED, NOT SOLD, TO THE LICENSEE FOR USE ONLY UNDER THE TERMS OF THIS AGREEMENT. THE LICENSEE ACKNOWLEDGES THAT THE PRODUCT CONSISTS OF PROPRIETARY, UNPUBLISHED PRODUCTS OF IS2T, PROTECTED UNDER INTERNATIONAL COPYRIGHT LAW, TRADE SECRET LAW AND WHERE APPLICABLE THE LAW OF CONFIDENCE.

3.3 For the avoidance of doubt, **MicroEJ Studio** is licensed royalty free but is not an open-source software.

3.4 IS2T has registered **MicroEJ Studio** in “the Agency for the Protection of Programs (APP)” under the number IDDN.FR.001.100022.000.R.P.2008.000.10000.

3.5 Subject to the terms and conditions of this Agreement, IS2T hereby grants to the Licensee a personal, non-transferable, non-exclusive license, to use **MicroEJ Studio**.

3.6 The purpose of **MicroEJ Studio** is to design Application that will be downloadable by end-users on MicroEJ Store. Application designed with the **MicroEJ Studio** must comply with MicroEJ Application Guideline (available from IS2T).

3.7 As an Add-on to **MicroEJ Studio**, any Virtual Device is subject to the Agreement regardless of who provides the Virtual Device to the Licensee and how the Licensee get the Virtual Device (by download or directly for the provider).

3.8 Even if **MicroEJ Studio** Source Code is accessible by the Licensee, the Licensee acknowledges that **MicroEJ Studio** Source Code contains a copyrighted work and the proprietary information of IS2T. The Licensee also acknowledges that making **MicroEJ Studio** Source Code accessible to third parties of this Agreement will damage and infringe the Intellectual Property Rights of IS2T in the Products. In that case, the Licensee hereby agrees to indemnify IS2T (and any relevant IS2T Partner or IS2T Distributor) against all damage resulting from the breach. The Licensee shall keep and protect the confidentiality of **MicroEJ Studio** Source Code with at least the same degree of care as the Licensee's own proprietary source code (if any), as further specified in Section 5.

3.9 Back-up Copies: the Licensee may make a SINGLE Back-up copy (ONE COPY) of **MicroEJ Studio** in machine executable code form, only to be used in the event and to the extent that the copy of **MicroEJ Studio** received from IS2T fails to function, is lost, damaged or destroyed. The Licensee agrees that he will make no other copies of **MicroEJ Studio** and will not allow, authorize or assist others to copy any part or all of **MicroEJ Studio** in any form without the prior written approval of IS2T. The Back-up copy of **MicroEJ Studio** may be kept by the Licensee in a safety deposit box or such other secure place as is normally used by the Licensee for the storage of the Licensee's software Back-ups. The right for the Licensee under this Article shall not, in any circumstances, include the right to remove the Licensing Tool that may be included in **MicroEJ Studio** or in the Media.

4 LICENSE RESTRICTIONS

4.1 This Agreement does not give the Licensee any right to use IS2T's names, Trademarks or Logos, such as, but not limited to : IS2T[®], MicroEJ[®], and any associated logos, devices or figurative elements.

4.2 The Licensee may not remove any notice or indication of IS2T ownership in **MicroEJ Studio**.

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4.4 The Licensee guarantees that the Licensee will not sell, license, lease, rent, loan, lend, transmit, network share, communicate or otherwise distribute or transfer **MicroEJ Studio** in any manner to any third party whether on a permanent or temporary basis, except as explicitly stated in this Agreement. Furthermore, the Licensee guarantees that he will not use or permit the use of **MicroEJ Studio** for the benefit of any other party (including without limitation by time sharing or network use). The Licensee acknowledges that he may not make derivative works from the Executable Software for any purpose including error correction or any type of maintenance.

5 USE RESTRICTION AND CONFIDENTIALITY

5.1 The Licensee agrees that all information relating **MicroEJ Studio** can be used solely under, and in accordance with, this Agreement. The Licensee has no right at any time, during or after cancellation or termination of this Agreement to disclose, directly or indirectly, such material and/or information relating to **MicroEJ Studio**, to any third party without IS2T's prior written approval. The Licensee shall be liable for all losses, costs, damages and expenses arising out of or in connection with the Licensee's failure to comply with the requirements of Section 5.

5.2 THE LICENSEE'S CONFIDENTIALITY OBLIGATIONS HEREUNDER SHALL SURVIVE THE CANCELLATION OR TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.

6 SAMPLES AND TUTORIALS

6.1 IS2T (or the relevant IS2T Partner or IS2T Distributor as the case may be) may provide, in or with **MicroEJ Studio**, one or more Software application samples in Software Source Code form (the « SAMPLE CODES ») that will help the Licensee to use **MicroEJ Studio**. THOSE SAMPLE CODES ARE PROVIDED TO THE LICENSEE « AS IS » WITHOUT WARRANTY OF ANY KIND, ONLY FOR THE PURPOSE OF DEMONSTRATION.

6.2 This Section will apply to all the SAMPLE CODES, provided by IS2T (or the relevant IS2T Partner or IS2T Distributor as the case may be), starting by the Template:

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/* Use is subject to license terms.
```

6.3 IS2T hereby grants to the Licensee a personal, non-transferable, non-exclusive, free of charge license to use those SAMPLE CODES and integrate them in the Application, only with **MicroEJ Studio**. The Template must never be removed from the code even if the code is modified or integrated in an Application.

6.4 THE SAMPLE CODES SHALL NOT BE COPIED, EVEN IF MODIFIED, IN ANY OTHER SOFTWARE THAN **MICROEJ STUDIO** AND SHALL NOT BE USED FOR ANY APPLICATION CREATED BY OTHER SOFTWARE THAN **MICROEJ STUDIO**.

7 DEVELOPMENT TOOL USAGE SCOPE

7.1 **MicroEJ Studio** may include IS2T's proprietary Software tools (the “Tools”) that will help the Licensee to design Java application using **MicroEJ Studio**. Those Tools are provided to the Licensee under the terms of this Agreement and shall solely be used on Applications that are intended to be used with **MicroEJ Studio**.

7.2 THE LICENSEE SHALL NOT USE ANY PART OF, OR TOOLS FROM, **MICROEJ STUDIO** ON CODES OR APPLICATIONS THAT ARE NOT INTENDED TO RUN ON A MICROEJ-READY DEVICE.

8 RELEASED APPLICATION

The purpose of **MicroEJ Studio** is to design Application intended to be published on MicroEJ Store to be downloaded, installed and used on MicroEJ-Ready Device. The LICENSEE is responsible of the Application that will be published and deployed on the MicroEJ Store. IS2T will test and verify the Application before the deployment and reserves the right to refuse an Application that does not respect the MicroEJ Store rules or that is unstable or contains bugs.

9 LIMITED WARRANTY

MicroEJ Studio is provided AS-IS with no warranties of any kind.

9.1 IS2T does not guarantee that **MicroEJ Studio** will meet the Licensee's requirements, be fit for the Licensees intended purposes or that the operation of **MicroEJ Studio** will be uninterrupted or error free. The Licensee is solely responsible for the use of **MicroEJ Studio** and for the results obtained.

9.2 THE ABOVE WARRANTY IS IS2T'S ONLY WARRANTY WITH REGARD TO **MICROEJ STUDIO**. NO OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WILL APPLY. IS2T WILL NOT BE LIABLE FOR ANY LACK OF PERFORMANCE OF **MICROEJ STUDIO**. IS2T SPECIFICALLY EXCLUDES ALL OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A PARTICULAR RESULT, OR OF ANY OTHER WARRANTY OBLIGATION ON **MICROEJ STUDIO**.

9.3 The provisions of Section 9 shall survive any expiration or termination of this Agreement.

10 FORCE MAJEURE

10.1 Neither party shall be held responsible for a breach of this Agreement, if that breach is caused by an event considered to be a "*Force Majeure*". The "*Force Majeure*" legal Criteria are : (i) unpredictable, (ii) extern to the party and (iii) unavoidable. The event that can be considered as Force Majeure could be (but not limited to) riots, floods, war, warlike hostilities, acts of terrorism; fires; embargo, power, fuel, means of transportation or common lack of other necessities.

10.2 Each party shall notify the other in writing of the beginning and the end of such circumstances.

11 NO WARRANTY /LIMITATION OF LIABILITY

11.1 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT IS2T'S (OR IS2T PARTNERS' AND IS2T DISTRIBUTORS') LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM IS2T'S (OR IS2T PARTNERS' AND IS2T DISTRIBUTORS') NEGLIGENCE.

11.2 THE USE OF **MICROEJ STUDIO** AND ALL CONSEQUENCES ARISING THEREOF IS THE SOLE RESPONSIBILITY OF THE LICENSEE. IS2T (AND IS2T PARTNERS AND IS2T DISTRIBUTORS) SHALL NOT BE LIABLE TO THE LICENSEE FOR ANY LOSS OR DAMAGE CAUSED BY, ARISING FROM, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH **MICROEJ STUDIO**, THE USE OF **MICROEJ STUDIO** OR OTHERWISE.

11.3 IS2T (AND IS2T PARTNERS AND IS2T DISTRIBUTORS') SHALL NEVER BE LIABLE TO THE LICENSEE, UNDER THIS AGREEMENT, FOR ANY SPECIAL, INDIRECT OR INCIDENTAL DAMAGE, OR ANY ECONOMIC LOSS INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF DATA OR LOSS OF GOODWILL UNDER ANY CIRCUMSTANCES.

11.4 IS2T solely warrants that IS2T will not damage the Licensee's systems environment in any way or degrade the Licensee's systems environment more than can be reasonably expected (memory size for code and data stored to be specified and CPU load for instance) or introduce or permit the introduction of computer viruses, worms, Trojans, malware, spyware, any form of malicious code or other unauthorized software or make unauthorized changes to software whether accidental or otherwise.

The provisions of Section 11 shall survive the cancellation or termination of this Agreement.

12 SUPPORT MAINTENANCE AND UPDATE

12.1 This Agreement does not grant the Licensee any right to any improvements, modifications, enhancements, upgrades or updates to **MicroEJ Studio**, or any other support service relating to **MicroEJ Studio**. A separated agreement may be concluded with IS2T. Notwithstanding the above, the use of improvements, modifications, enhancements, updates or upgrades received by the Licensee under IS2T's this support and update agreement shall be governed by this Agreement.

13 TERMINATION OF THE AGREEMENT

13.1 IS2T shall have the right to terminate this Agreement, effective immediately, if the Licensee is in breach of any of his obligations under this Agreement, including, but not limited to (i) the use of **MicroEJ Studio** in any manner other than the rights granted in Sections 3 and 4, (ii) a breach of the confidentiality provisions outlined in Section 5.

13.2 Upon IS2T's termination of this Agreement (as set out in this Section 13), and in addition to the destruction of all copies of **MicroEJ Studio** (as provided in Article 2.3), IS2T (or IS2T Partners and IS2T Distributors) may, at its option, require a written confirmation that all material related to **MicroEJ Studio** has been destroyed.

13.3 The provisions of Article 13 shall survive the cancellation or termination of this Agreement.

14 THIRD PARTY SOFTWARE

14.1 **MicroEJ Studio** Software Package (that can be either a media or any virtual container) may include one or more pieces of Software that are not IS2T proprietary Software which may be bundled with **MicroEJ Studio**. Some of those pieces of Software are provided separately (in different folders) under a Copyleft License that is included in the Media. Any use of those third party pieces of Software is subject to the terms and conditions of the associated license enclosed that such third party Software.

14.2 Other Software, property of companies other than IS2T, may be provided by IS2T in conjunction with **MicroEJ Studio** have been properly licensed to IS2T to be integrated in or with **MicroEJ Studio** and shall be used only in conjunction with **MicroEJ Studio** and in accordance with this Agreement.

15 APPLICABLE LAW

15.1 This Agreement shall be governed by, and interpreted in accordance with French Law excluding its conflicts and choices of law provisions.

15.2 The provisions of Sections 13, 14 and 15 and those other provisions which expressly indicate such shall survive the cancellation or termination of this Agreement.