

# License Agreements

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## PHIDGETS END USER LICENSE AGREEMENT

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- d) use the Phidgets Software except as authorized herein; or

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- 11) **YOUR REMEDIES.** In all cases which involve a failure of the Phidgets Product to conform in a material respect to the documentation during the warranty period or a breach of a warranty or condition, Phidgets' sole obligation and liability, and your sole and exclusive remedy, is for Phidgets, solely at Phidgets' option, to (a) promptly repair the Phidgets Product, (b) replace the Phidgets Product with hardware or software, as the case may be, conforming to the documentation, which hardware or software shall then become a Phidgets Product hereunder and subject to the terms and conditions of this Agreement, or (c) if Phidgets is unable, on a commercially reasonable basis, to repair or replace the Phidgets Product with conforming product within sixty (60) days, to terminate this Agreement and refund the purchase price.
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Phidgets shall have no obligation to indemnify you from against any and all actions, claims, demands, proceedings, liabilities, direct damages, judgments, settlements, fines, penalties, costs and expenses, including royalties and attorney's fee and related costs, in connection with or arising as a result of:

- (a) you or any third party modifying the Phidgets Product;
  - (b) any infringement arising which relates to the use of the Phidgets Product in connection with any other hardware or software; or
  - (c) the Phidgets Product being used in a particular application that is not in accordance with section 1.
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- 16) **TERMINATION.** You may terminate this Agreement at any time without cause. Phidgets may terminate this Agreement on 30 days notice to you if you fail to comply with any of the material terms of this Agreement unless you cure such failure within the 30 days notice of such failure. Any such termination by a party shall be in addition to and without prejudice to such rights and remedies as may be available, including injunction and other equitable remedies. Upon receipt by you of written notice of termination from Phidgets or termination by you, you shall at the end of any notice period (a) cease using the Phidgets Product; (b) use reasonable effort to return to Phidgets the Phidgets Product and all written documentation and all magnetic or optical media provided to you (or use reasonable effort to destroy all copies thereof in your possession); and (c) remit full payment of any balances owing to Phidgets. The provisions of Sections 8, 9, 10, 11, 15, 16, 17, 18, 20, 21, 22 shall survive termination of this Agreement.
- 17) **FORUM FOR DISPUTES.** The parties agree that the Alberta courts located in Calgary, Alberta, Canada will have exclusive jurisdiction to resolve any disputes between you and Phidgets concerning this Agreement and you hereby irrevocably attorn to the jurisdiction of that court in this regard. Notwithstanding the foregoing, any party may apply to any court in any jurisdiction for injustice relief or other equitable remedy.
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Version 3, 29 June 2007

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“The Library” refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

An “Application” is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A “Combined Work” is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the “Linked Version”.

The “Minimal Corresponding Source” for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The “Corresponding Application Code” for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

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You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

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If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

- a. under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
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  1. Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.
- e. Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

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Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

# TERMS AND CONDITIONS

## O. Definitions.

“This License” refers to version 3 of the GNU General Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this License. Each licensee is addressed as “you”. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on the Program.

To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

## 1. Source Code.

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

A “Standard Interface” means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with

source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

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## **5. Conveying Modified Source Versions.**

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## 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a. Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b. Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c. Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d. Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

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