License Agreements

TABLE OF CONTENTS

PHIDGETS END USER LICENSE AGREEMENT 2
GNU LESSER GENERAL PUBLIC LICENSE 7
SHARED SOURCE LIMITED PERMISSIVE LICENSE (SS-LPL) 10
PHIDGETS END USER LICENSE AGREEMENT

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Some jurisdictions do not allow the exclusion of implied warranties or conditions, so the above
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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
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material as is reasonably available to you for the defense of the action, claim, demand or
proceeding, and (d) you will not settle or compromise any of same for which Phidgets has agreed
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expense, retain separate counsel from the counsel utilized or retained by Phidgets.

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
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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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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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