

Kierunek Elektronika i Telekomunikacja, Studia II stopnia

Specjalność: Systemy wbudowane

Aspekty prawne (czyli \$\$\$⊗) w projektach systemów wbudowanych

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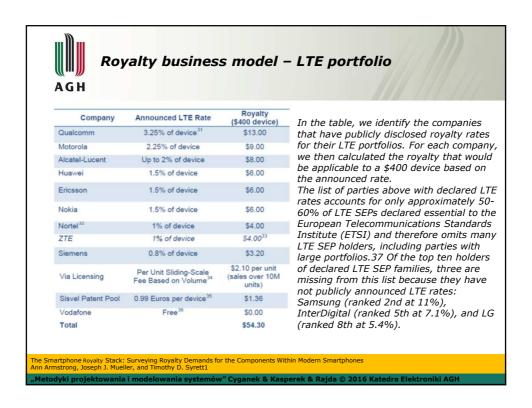
Program wykładu

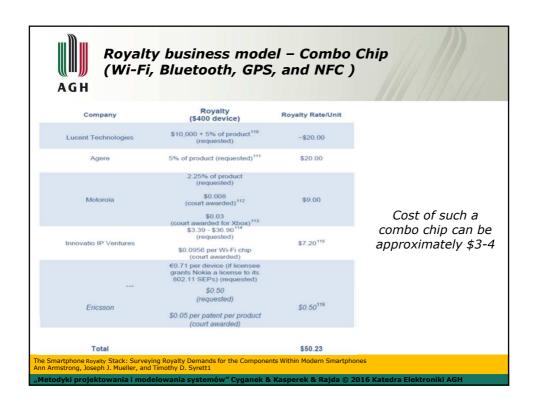
- Royalty business model na przykładzie smartfonu
- Magistrale
 - SPI, I2C, USB, ETH, HDMI, SDCard, CAN
- Protokoły
 - Bluetooth, WiFi, NFC
- Moduły deweloperskie
- Licencje na oprogramowanie



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Royalty business model - Audio AAC

Advanced Audio Coding, or AAC, is a successor to MP3 audio compression. AAC allows for higher quality audio playback at smaller file sizes than MP3. It is the format supported by, for example, the iTunes store. AAC was first defined in the MPEG 2 Part 7 specification (ISO/IEC 13818-7), and it was updated in the MPEG 4 Part 3 specification (ISO/IEC 14496-3).

Via Licensing, a subsidiary of Dolby Laboratories, Inc., maintains an AAC patent pool

Volume (per unit ²³⁵ /annual reset)	Per Unit Fee
For the first 1 to 500,000 units	\$0.98
For units 500,001 to 1,000,000	\$0.76
or units 1,000,001 to 2,000,000	\$0.62
For units 2,000,001 to 5,000,000	\$0.52
or units 5,000,001 to 10,000,000	\$0.42
or units 10,000,001 to 20,000,000	\$0.24
or units 20,000,001 to 50,000,000	\$0.20
or units 50,000,001 or more	\$0.15

The Smartphone Royalty Stack: Surveying Royalty Demands for the Components Within Modern Smartphones

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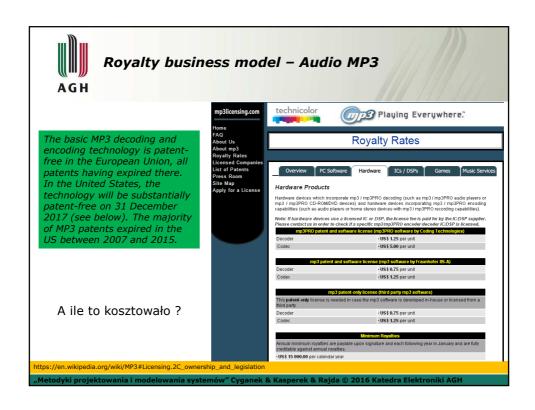
Royalty business model - Audio MP3

The MP3 format, which uses an advanced type of audio compression, became an International Organization for Standardization (ISO) standard in 1993.238 MP3 is the short name for the MPEG-

1/MPEG-2 Layer 3 standard, and it is a format for storing digital audio. Fraunhofer IIS has been recognized as the most important SEP holder for MP3 technology because it was the primary developer of the MP3 format. Fraunhofer has combined its MP3 patent portfolio with another significant contributor, Thomson Multimedia (now Technicolor). Italian company Sisvel has formed another MP3 patent pool with patents from Philips, TDF S.A.S.,

and France Telecom, among others.

Pool	Annual Units	Fee Per Device
Technicolor ²⁴⁴ (Thomson and Fraunhofer)	N/A	\$0.75
Sisvel ²⁴⁵ (Bayerische Rundfunkwerbung GmbH; Institut für Rundfunktechnik GmbH; Koninklijke Philips N.V.; Orange; TDF S.A.S.; U.S. Philips Corporation; formerly France Telecom)	1 to 800,000 800,001 to 4,000,000 4,000,001 to 8,000,000 8,000,001 to 12,000,000 12,000,001 to 20,000,000 More than 20,000,000	\$0.60 ²⁴⁶ \$0.40 \$0.36 \$0.32 \$0.28 \$0.20
martphone Royalty Stack: Surveying Royalty Demar rmstrong, Joseph J. Mueller, and Timothy D. Syrett		ones





Royalty business model - Video

The H.264 Standard is a video coding standard, also known as MPEG-4 Part 10, or AVC (Advanced Video Coding). Video compression uses modern coding techniques to reduce redundancy in video data by transforming video into a compressed form that requires less data storage. The first version of the H.264 Standard was adopted in May 2003 by the Joint Video Team (JVT), which was a collaboration between the ITU-T Video Coding Experts Group (VCEG) together with the ISO/IEC JTC1 Moving Picture Experts Group (MPEG).301
There are at least 2,500 patents worldwide declared essential to the H.264 Standard, including over 360 U.S. natents 302

over 360 U.S. patents.302

Company	Maximum Royalty Rate	Royalty (\$400 device)	Share of Standard 310
MPEG LA	Per unit sliding-scale fee based on annual volume: - for unit volumes between 100,000 and five million, the royalty is 90.20 per unit; and - for unit volumes above five million, the royalty rate is \$0.10 per unit.	\$0.10 (assuming sales of 30 million units per year) ³¹¹	76% ³¹²
MPT	\$1.50	\$1.50	0.6%313
Motorola	2.25% of device price	\$9.00	4%314
Total		\$10.60	80.6%

The Smartphone Royalty Stack: Surveying Royalty Demands for the Components Within Modern Smartphones Ann Armstrong, Joseph J. Mueller, and Timothy D. Syretti





Royalty business model - Video

Current Patent Owners

Essential Patent Holders currently include:

- Apple Inc. CableTelevision Laboratories, Inc.
- Cisco Systems Canada Co.
- Cisco Technology, Inc. Dolby International A.B
- **Dolby Laboratories Licensing Corporation**
- Electronics and Telecommunications Research Institute (ETRI) Fraunhofer-Gesellschaft zur Foerderung der angewandten Forschung e.V.
- **Fuiitsu Limited**
- GE Video Compression, LLC Godo Kaisha IP Bridge1
- Google Inc. HP Inc.
- Hitachi Maxell, Ltd.
- JVC KENWOOD Corporation*
- Koninklijke Philips N.V. Korea Advanced Institute of Science and Technology (KAIST)
- LG Electronics Inc.

- Microsoft Corporation Mitsubishi Electric Corporation
- NEC Corporation NEWRACOM, Inc.*
- NTT DOCOMO, Inc.
 Nippon Telegraph and Telephone
 Corporation (NTT)
 Orange SA*
 Panasonic Corporation

- Polycom, Inc.
- Robert Bosch GmbH Samsung Electronics Co., Ltd.
- Sharp Corporation Siemens AG

- Sony Corporation Tagivan II, LLC Telefonaktiebolaget LM Ericsson
- The Trustees of Columbia Universit in the City of New York
- Toshiba Corporation Vidvo. Inc.
- ZTE Corporation



WPEGLA

*Up to and through date of last patent expiration



Royalty business model - Video

AVC/H.264 License Terms **Codec Manufacture and Sale**

- Products sold to end users and OEM for PC but not part of OS (decoder, encoder or product consisting of one decoder and one encoder = "unit")

 - encoder or product consisting of one decoder and one encoder = "unit")

 0 100,000 units/year = no royalty (available to one legal entity in an affiliated group)

 US \$0.20 per unit after first 100,000 units/year

 Above 5 million units/year, royalty = US \$0.10 per unit

 Enterprise cap: \$3.5M per year 2005-2006, \$4.25M per year 2007-08, \$5M per year 2009-10, \$6.5Mper year 2011-2015; \$8.125M in 2016 and \$9.75M per year in 2017 through 2020

 An Enterprise selling branded OFM for PC OS may pay for its customer
- An Enterprise selling branded OEM for PC OS may pay for its customer

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 - group)
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 in 2017 through 2020
- Includes right to manufacture and sell AVC encoders and decoders with the right of End Users to use them for personal and consumer (including internal business) purposes without remuneration but not for other uses
- Royalties begin January 1, 2005



Royalty business model - Video

AVC/H.264 License Terms **Participation Fees**

- Where End User pays for AVC Video
 - Subscription (not limited by title) 100,000 or fewer subscribers/yr = no royalty; > 100,000 to 250,000 subscribers/yr = \$25,000; >250,000 to 500,000 subscribers/yr = \$50,000; >500,000 to 1M subscribers/yr = \$75,000; >1M subscribers/yr = 100,000
 - Title-by-Title 12 minutes or less = no royalty; >12 minutes in length = lower of (a) 2% or (b) \$0.02 per title
- Where remuneration is from other sources
 - Free Television (a) one-time \$2,500 per transmission encoder \underline{or} (b) annual fee starting at \$2,500 for > 100,000 HH rising to maximum \$10,000 for >1,000,000 HH
- >1,000,000 HH

 Internet Broadcast AVC Video (not title-by-title, not subscription) no royalty for life of the AVC Patent Portfolio License

 Enterprise cap: \$3.5M per year 2006-07, \$4.25M per year 2008-09, \$5M per year 2010, \$6.5M per year 2011-2015; \$8.125M in 2016 and \$9.75M per year in 2017 through 2020
- Royalties begin January 1, 2006





Royalty business model - software

Windows Phone operating system software from Microsoft at a rate of around \$15 to \$23 per device Microsoft has been reported to charge smartphone suppliers not using Windows Phone a royalty rate of \$5 to \$8

Alternatively, a smartphone supplier could adopt the royalty-free Android operating system from Google. In that scenario, the smartphone supplier could also be required to pay a licensing fee to Microsoft. Microsoft has been quite successful at licensing Android handset manufacturers—reportedly obtaining royalties on over 70 percent of Android handsets—at rates estimated to be \$5 to \$8 per unit.

Opublikowana kalkulacja firmy RIM (Research In Motion potem BlackBerry)

- RIM-CPA license, which covered 10 or more U.S. patents, including security and authentication technology,
- resulting in a calculation of \$0.14 per device; RIM paid Certicom (encryption technology) \$1.50 per unit for first 250,000 units then \$1 per unit for
- approximately 18 million devices; RIM paid 4thPass (browser feature) \$0.50 per device for the first 500,000 devices, and \$0.25 per device for
- the remainder; RIM paid Tele Atlas (map functionality) \$0.50 per device; and RIM paid Glyph & Cog (software to view .pdf attachments) a total of \$18,000 for the software (or less than \$0.01 per device).349

ne Royalty Stack: Surveying Royalty Demands for the Components Within Modern Smartphones



Royalty business model – protokoły internetowe są wolne od obciążeń @ World Wide Web Consortium (W3C)

Although W3C members pay dues, any member of the public may participate in the development of standards.374 W3C's royalty-free policy is intended to promote "the widest adoption of Web standards."

If the licensing status of a technology developed outside of W3C "become[s] a barrier to implementation of the technology according to the W3C Royalty-Free (RF) Licensing Requirements," W3C "may choose not to publish" a recommendation document for the technology, or it could launch a Patent Advisory Group (PAG) A PAG's mission under such a scenario is to "resolve the conflict" of a patent "that may be essential" to a specification but is not available royalty-free.

W3C's royalty-free standards include:

- Uniform Resource Locator (URL) a "single naming scheme" used "to give access to any resource on the Web in a uniform way
- Hypertext Markup Language (HTML) the "publishing language of the World Wide Web";
- Hypertext Transfer Protocol (HTTP) created in conjunction with the Internet Engineering Task Force (IETF), it is used to transfer data across the World Wide Web;
- Cascading Style Sheet (CSS) a "mechanism for adding style (e.g., fonts, colors, spacing) to Web
- Extensible Markup Language (XML) "a simple text-based format for representing structured information" such as "documents, data, configuration, books, transactions, [and] invoices";
- Java Script scripting language developed by Ecma International, with many of the Application Programming Interfaces (APIs) developed by W3C.
- Transmission Control Protocol (TCP) and the Internet Protocol (IP).

ne Smartphone Royalty Stack: Surveying Royalty Demands for the Components Within Modern Smartphones



Royalty business model - User Interface czyli ciekawostki ze świata walki gigantów

In 2012, Apple asserted three utility patents against Samsung related to user interface aspects of the operating system. These patents were:
• U.S. Patent No. 7,844,915 ('915 patent) entitled "Application programming interfaces for scrolling operations" relates to gesture control on a touch screen. The patent covers a method by which a device differentiates between a one-fingered gesture (employed for scrolling) and a two-finger gesture (employed, for example, in pinch-to-

• U.S. Patent No. 7,864,163 ('163 patent) is entitled "Portable electronic device, method, and graphical user interface for displaying structured electronic documents." It covers a UI graphical method that zooms in on and substantially centers a portion of an electronic document in

**eresponse to a user's double-tap on a touch screen.

• U.S. Patent No. 7,469,381 ('381 patent) is entitled "List scrolling and document translation, scaling, and rotation on a touch-screen display."

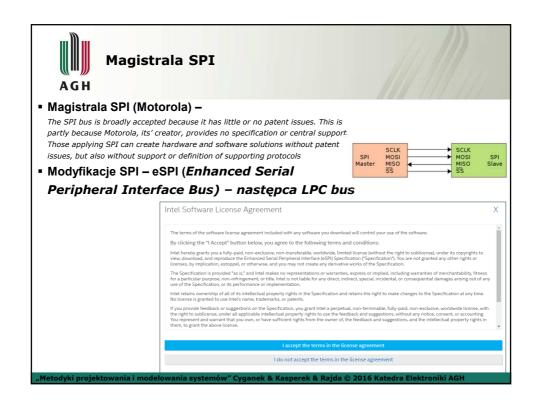
This patent is the so-called "rubber banding" patent that covers a UI graphical feature that creates the illusion of the screen "bouncing back" when the user scrolls to the bottom of an electronic document.

The jury found infringement of these three patents and awarded over a billion dollars in damages—but this award also included damages for infringement of design patents and trade dress dilution. After a retrial on certain damages issues—at which a second jury awarded Apple \$290 million—the total damages from the original trial and retrial (including design patents, trade dress, and utility patents) were over \$900 million.



https://en.wikipedia.org/ wiki/Apple_Inc._v._Samsu ng_Electronics_Co.







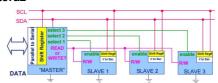
Magistrala I2C (Philips Semiconductor - teraz

NXP Semiconductors)

March 24, 2003 The I2 C bus is protected by patents held by Philips. Licensed IC manufacturers that sell devices incorporating the technology already have secured the rights to use these devices, relieving the burden from the purchaser. A license is required for implementing an 12 C interface on a chip (IC, ASIC, FPGA, etc.). It is Philips's position that all chips that can talk to the I 2 C bus must be licensed. It does not matter how this interface is implemented. The licensed manufacturer may use its own know how, purchased IP cores, or whatever. This also applies to FPGAs. However, since the FPGAs are programmed by the user, the user is considered a company that builds an I2 C-IC and would need to obtain the license from Philips

Atmel interfejs TWI seria AVR

Since October 10, 2006, no licensing fees are required to implement the I^2C protocol. However, fees are still required to obtain I2C slave addresses allocated by NXP



Legal information

April 4, 2014

I 2C-bus — logo is a trademark of NXP Semiconductors N.V.

Z raportu finansowego Miocrochip

(a) In the three-month period ended June 30, 2004, we recorded a special charge of \$21.1 million with a related tax benefit of \$8.1 million for a patent license litigation settlement with U.S. Philips Corp. and Philips Electronics North America Corp. (together "Philips") which had been ongoing for the past several years. The settlement included a dismissal of the pending litigation and the cross-license of certain patents between Philips and Microchip.



Magistrala USB http://www.usb.org/

USB Implementers Forum

The USB Implementers Forum, Inc. (USB-IF) was established in 1995 to support and accelerate the market and consumer adoption of accelerate the market and consumer adoption or USB compliant peripherals. Today, the USB-IF has more than 800 member companies and has led the way in helping companies introduce hundreds of USB-compliant products to the market. Members of the USB-IF enjoy many benefits including eligibility to participate in the

How to Join the USB Implementers Forum

Membership Agreement

The Membership Agreement is downloadable from here. This is a .pdf document that can be printed, signed and mailed with a membership fee to 3855 SW 153rd Dr., Beaverton, Oregon 97003. The annual membership fee is US\$4,000.

USB-IF Antitrust Guidelines

The Board of Directors of the USB-IF have adopted <u>Antitrust Guidelines</u> intended to educate and to govern the conduct of members and participants at USB-IF sponsored activities.

USB-IF Code of Conduct

The <u>USB-IF Code of Conduct</u> is designed to allow the USB-IF to comply with the law and to preserve its integrity and credibility with the public, the industry, and within the Forum. This Code applies to all staff, volunteers, directors, members, and any third-party service providers or contractors working with the USB-IF.

USB-IF Confidentiality Policy

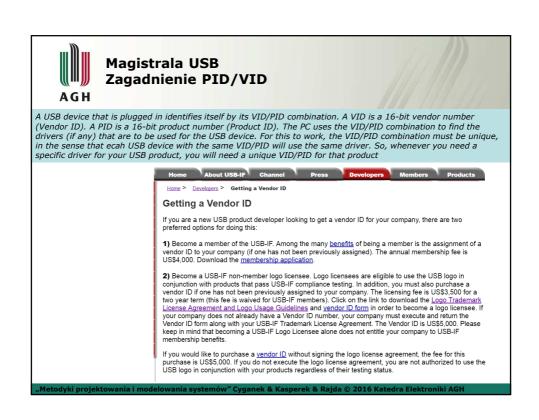
The USB-IF Board of Directors have adopted a <u>confidentiality policy</u> that applies to Members of the USB-IF and employees of Members, as well as officers, directors, committee members, chairs, staff, volunteers and parti

Member Benefits

- · Eligibility to participate in free USB-IF sponsored quarterly Compliance Workshops
- Eligibility to participate in free USB-IF sponsored quarterly Compliance Workshops
 Free Vendor ID (if one has not been previously assigned)
 Opportunities to participate in USB-IF marketing programs and events, such as retail newsletters, store endcaps, featured products, etc
 A company listing in the USB key contacts list
 Eligibility for inclusion in the USB current products list on the usb.org web site and in periodic USB-

- IF retail newsletters
 A waived logo administration fee when joining the USB-IF logo program Discounts on Developer Conferences, products in the e-store, etc Eligibility to participate in Device Working Groups

	http://www.usb.org/developers/logo_license/USB-IF_TLA_Usage_Guidelines_011416.p
THE USB-IF LOGOS MAY BE USED ONLY IN CONJUNCTION WITH PRODUCTS WHICH HAVE PASSED USB-IF COMPLIANCE TESTING AND ARE CURRENTLY ON THE INTEGRATORS LIST. THIS REQUIRES THAT THE COMPANY BE ASSIGNED A USB VENDOR ID NUMBER.	COMPANY: Address: Attention: Telephone: Fax: Email: USB-IF TRADEMARK LICENSE AGREEMENT
	This Trademark License Agreement ("License Agreement") is made and entered into as of the Effective Date described below by and between USB Implementers Forum, Inc., an Oregon, USA corporation ("USB-IF"), and corporation ("COMPANY").
6. LOGO ADMINISTRATI	ON FEE cmber, it shall pay a logo administration fee of Three Thousand





Magistrala USB Zagadnienie PID/VID - Wikipedia

A vendor ID is necessary for obtaining a certification of compliance from the USB-IF. The USB-IF is responsible for issuing USB vendor IDs to product manufacturers. The cost for issuing this number is US\$5,000. Additionally, the use of a trademarked USB logo to identify certified devices requires license fee of US\$3,500 for a 2-year term.[1] Some microcontroller manufacturers offer a free or low cost sublicense of their vendor ID for development/testing and limited production (generally under 10,000 units). Vendors offering this free service include:

- Dream S.A.S.[2]
- Energy Micro[3]
- FTDI^[4]
- Luminary Micro^[5]
- Microchip^[6]
- <u>NXP</u> [7]
- Silicon Labs[8]
- STMicroelectronics[9]
- Texas Instruments[10]

Alternatively, many members of the open source community promote the use of USB VID 0xF055 (visually similar to FOSS) for open-source hardware projects. Although this VID is not registered to any company (as of October 2015), the USB-IF did not released any confirmation about reserving it for this particular purpose.[11]

Ciekawostka http://hackaday.com/2015/04/03/ usb-pids-for-all/

enters Forum 06 06 2016



Magistrala USB -Zagadnienie PID/VID

Zapytanie do stm.warsaw@st.com 2015-04-13 Dzień dobry!

Chciałbym dowiedzieć się jaka jest oficjalna wykładnia Waszej firmy dla klientów korzystających z Waszych mikrokontrolerów (np. rodziny STMF4) w zakresie stosowania identyfikacji PID/VID dla standardu

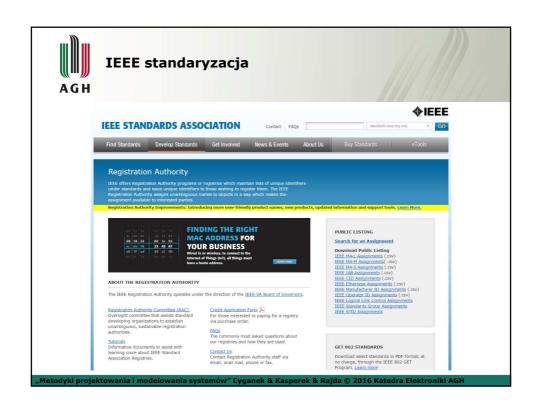
Jerzy Kasperek

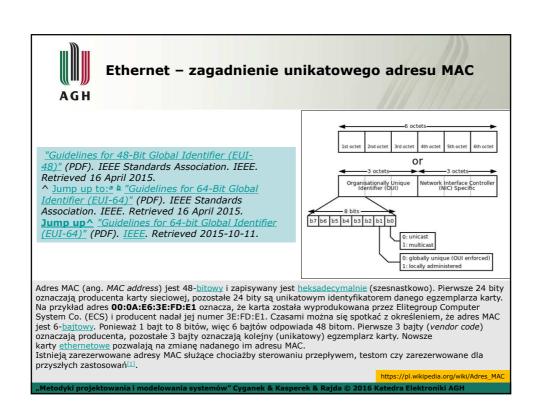
Odpowiedź od STM

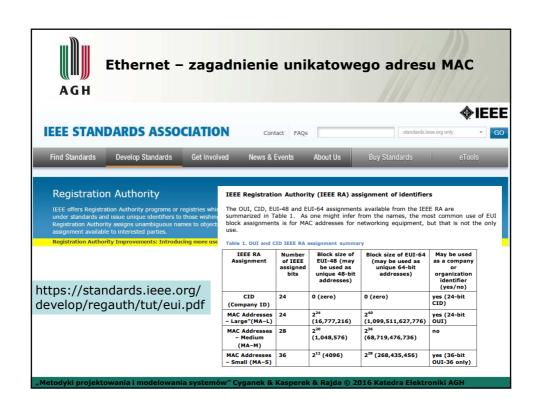
Dzień dobry,
Udzielamy licencji na używanie naszego VID/PID na czas trwania projektu. Formalnie, przed przystąpieniem do produkcji klient powinien wykupić własny VID. W praktyce nie zdarzyło się jeszcze abyśmy cofnęli klientowi przyznany PID (mamy jeszcze spory zapas), więc klienci małoseryjni używają naszego VID + przyznany PID pizyzlany PID (Itality Jeszcze spory zapas), więc kilenci małoseryjin także do produkcji. Jeżeli chciałby Pan skorzystać z naszej pomocy to potrzebujemy:
• pełne dane firmy (nazwa, adres)
• dane kontaktowe osoby odpowiedzialnej (nazwisko, mail, telefon)
• typ użytego procesora STM32

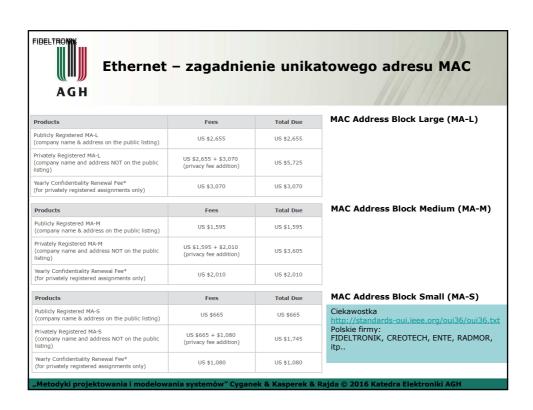
- nazwę projektu spodziewana datę startu i wielkość produkcji oraz czas życia

Pozdrawiamy, STMicroelectronics



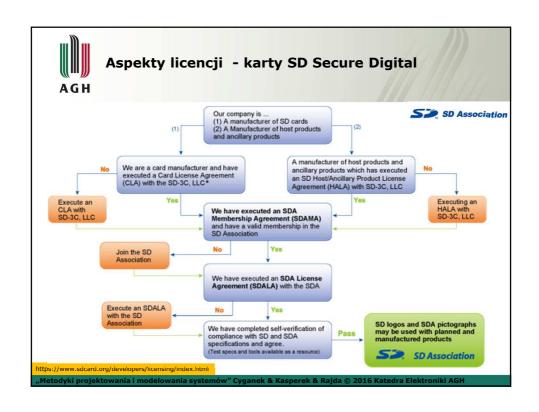


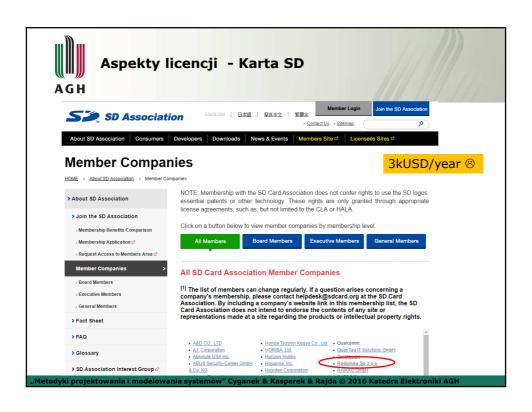


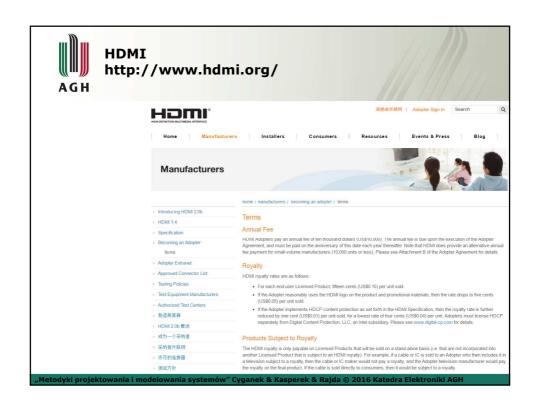




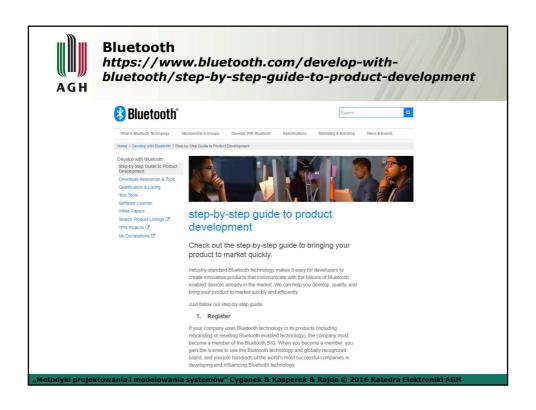


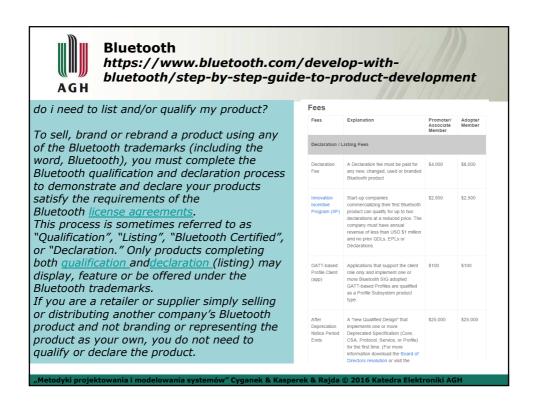


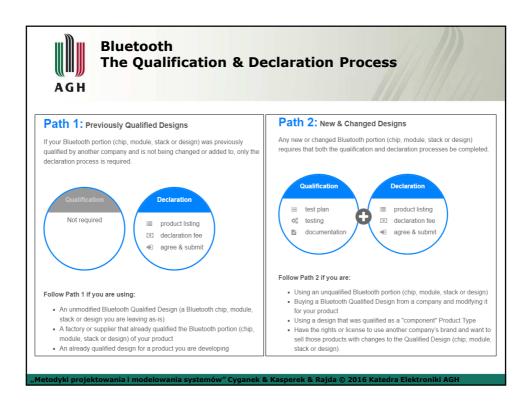






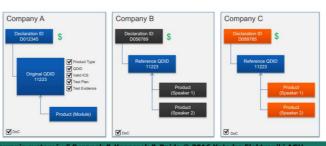








- Bluegiga (company A) builds and supplies a Bluetooth module
- Company B builds two new Products (speakers) with Bluetooth module
- Company C rebrands Company B's Products (speakers) as their own



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Program certyfikacji - czyli opłata za



Membership Application Process

If you would like to begin the membership application process, please confirm your company meets the requirements to submit an application for membership as stated in the Bylaws:

Publicly displaying a legitimate business interest; AND Publicly supporting, in the form of a press release or as evidenced by shipping products or enabling technology, such as, for example, chip sets, software, etc. for Wi-Fi products, or deploying for public access products employing Wi-Fi specifications for wireless LANs.

To submit your company information, please complete this form by selecting "Join Wi-Fi Alliance".

Regular members may contribute to the development of our certification programs and enabling technologies, certify products, and access a range of other benefits.

Annual dues for Regular membership are US\$15,000.

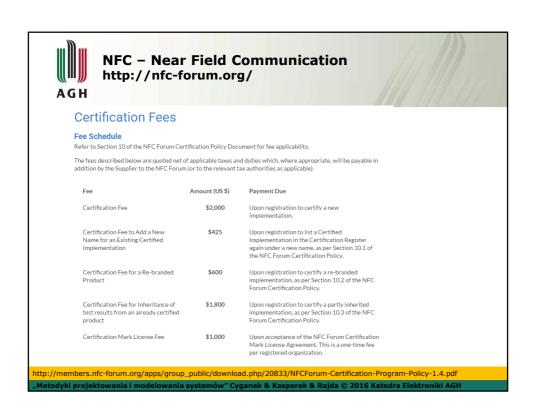
Implementer Membership

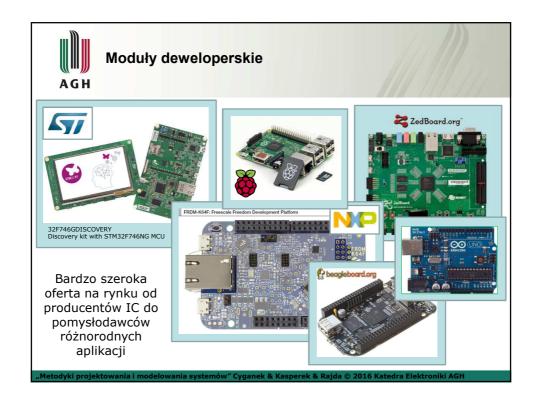
Implementer membersnip
Implementer members can leverage previously certified Wi-Fi products to certify their own end products.
Implementer membership provides an easy path to take advantage of the Wi-Fi CERTIFIED brand, assurance of interoperability, and a proven track record of exceptional user experience.
Additional benefits include participation in three annual member meetings, access to program roadmaps, and

approved technical specifications.

Annual dues for Implementer membership are US\$5,000.



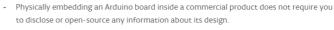


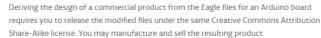


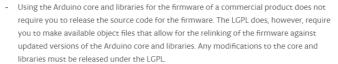


Arduino

Can I build a commercial product based on Arduino? Yes, with the following conditions:







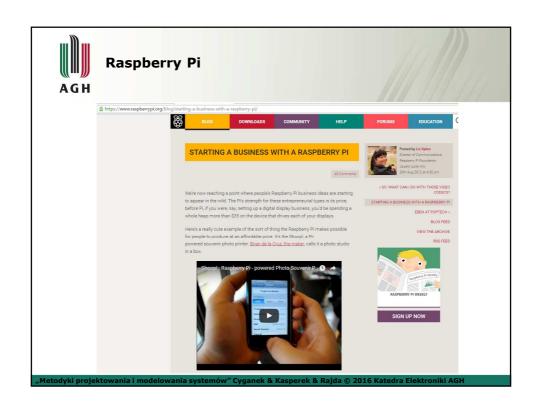
The source code for the Arduino environment is covered by the GPL, which requires any
modifications to be open-sourced under the same license. It does not prevent the sale of
derivative software or its inclusion in commercial products.

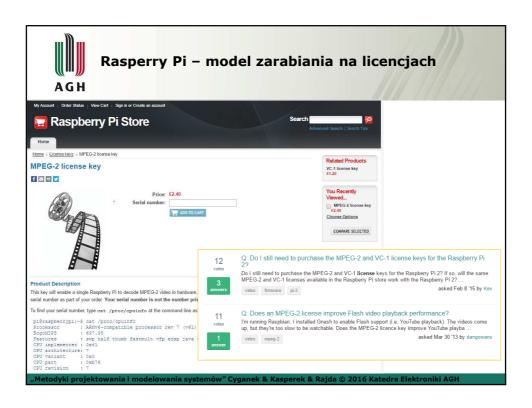
In all cases, the exact requirements are determined by the applicable license. Additionally, see the previous question for information about the use of the name "Arduino".

https://www.arduino.cc/en/Main/FAQ 06.06.2016

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Moduły deweloperskie - przykłady licencji

STMicroelectronics EVALUATION BOARD LICENSE AGREEMENT

LICENSE

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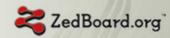
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