

LITTLE PINE LIMITED
FIRMWARE LICENSE AGREEMENT

This Firmware License Agreement ("FLA") is a legal agreement between You (either an individual or a single entity) and Little Pine Ltd, (Company number 09499456, whose registered office address is 72 Lairgate, Beverley East Yorkshire HU17 8EU) ("LITTLE PINE") for software owned by LITTLE PINE, which includes software and any data that comes with the Firmware ("Software").

1. GRANT OF LICENSE

- 1.1. LITTLE PINE grants You a non-exclusive licence to use the Software on as single Microcontroller.

2. RESERVATION OF RIGHTS AND OWNERSHIP

- 2.1. LITTLE PINE retains all right, title and interest in the Software and all copies thereof, including all copyright and other intellectual property rights.
- 2.2. LITTLE PINE reserves all rights not expressly granted to You in this FLA.
- 2.3. The Software is licensed, not sold.

3. LIMITATIONS ON END USER RIGHTS

- 3.1. You agree that only LITTLE PINE has the right to enhance or otherwise modify the Software.
- 3.2. You have no rights to any source code for the Software.
- 3.3. You agree not to, or cause or permit, directly or indirectly the modification, disassembly, recompilation, or reverse engineering of the Software or any part thereto, or otherwise attempt to gain access to the source code to the Software.
- 3.4. You agree not to create derivative works or cause or permit others, directly or indirectly to create derivative works based upon the Software. The Software is licensed as a single product. Its component parts may not be separated for use on more than one device. Under no circumstances shall you sell, license, sub-license, publish, and display, distribute, rent, lease, assign, or otherwise transfer to a third party the Software or any copy thereof, in whole or in part.

4. CONSENT TO USE OF DATA

- 4.1. You agree that LITTLE PINE may collect, maintain, process, transmit, and use technical, diagnostic, usage and related information, including but not limited to information about system and application software, usage, content, and peripherals. LITTLE PINE may use the information to provide and improve LITTLE PINE's products and services. LITTLE PINE may also provide the information to third party advertisers for the purpose of providing advertising statistics without identifying you personally. LITTLE PINE will not disclose this information in a form that personally identifies you.

5. PRODUCT UPDATES

- 5.1. LITTLE PINE has no obligation to provide updates, bug fixes or error correction.
- 5.2. LITTLE PINE reserves the right to release microcontrollers with updated Software.
- 5.3. LITTLE PINE warrants that no updates will adversely affect the then existing facilities or functions of the Software.

6. SOFTWARE TRANSFER

- 6.1. You may not transfer this FLA or the rights to the Software granted herein to any third party without the written consent of LITTLE PINE.
- 6.2. Prior to the transfer, the end user receiving the Software must agree to all the FLA terms.

7. EXPORT RESTRICTIONS

- 7.1. Neither party shall export, directly or indirectly, any technical data acquired from the other party under the FLA (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 7.2. Each party undertakes:
 - (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
 - (b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. You acknowledge that all Intellectual Property Rights in the Software and any updates belong and shall belong to LITTLE PINE, and You shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Licence.

9. TERMINATION

- 9.1. Without affecting any other right or remedy available to it, LITTLE PINE may terminate the FLA with immediate effect by giving written notice to You.
- 9.2. Any provision of the FLA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the FLA shall remain in full force and effect.
- 9.3. Termination or expiry of the FLA shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry,

including the right to claim damages in respect of any breach of the FLA which existed at or before the date of termination or expiry.

9.4. On termination for any reason:

- (a) all rights granted to You under this Licence shall cease;
- (b) You must cease all activities authorised by this Licence;
- (c) You shall immediately pay to LITTLE PINE any sums due to them under this Licence; and
- (d) You shall immediately destroy or return to LITTLE PINE (at LITTLE PINE's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to LITTLE PINE that You have done so.

10. HIGH RISK ACTIVITIES

- 10.1. The Software is not fault-tolerant and is not designed, manufactured or intended for use for hazardous environments or high risk activities requiring a fail-safe performance.
- 10.2. You agree not to use the Software with activities in which the failure of the LITTLE PINE microprocessor could lead to death, personal injury, or severe physical or environmental damage.
- 10.3. LITTLE PINE specifically disclaims any express or implied warranty of fitness for high risk activities.

11. DISCLAIMER OF WARRANTY

- 11.1. The Software is provided "AS IS" and without warranty of any kind.
- 11.2. LITTLE PINE, to the fullest extent possible by law, expressly disclaims and makes no warranties, conditions, representations or terms, express or implied, whether by statute, common law, custom, usage or otherwise as to the software or any component thereof, including but not limited to non-infringement of third party rights, integration, merchantability, satisfactory quality or fitness for any particular purpose.
- 11.3. LITTLE PINE does not warrant that the use of the Software will be uninterrupted or error-free.
- 11.4. LITTLE PINE does not warrant or make any representations regarding the use of the results of the use of the software in terms of its correctness, accuracy, reliability, performance or otherwise. No oral or written information or advice given by LITTLE PINE or its respective authorized representative shall create a warranty. LITTLE PINE provides no warranty that any device, software or data will not be damaged by the Software.
- 11.5. You accept responsibility for the selection of the Software to achieve its intended results.
- 11.6. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

12. LIMITATION OF LIABILITY

- 12.1. LITTLE PINE shall not in any circumstances have any liability for any losses or damages which may be suffered by You (or any person claiming under or through You), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - (i) special damage even if LITTLE PINE was aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity;
 - (v) loss of goodwill;
 - (vi) loss or corruption of data,
- 12.2. The total liability of LITTLE PINE, whether in contract, tort (including negligence) or otherwise and whether in connection with this Licence or any collateral contract, shall in no circumstances exceed the sum of £25 (Twenty Five Pounds); and
- 12.3. You agree that, in entering into this Licence, either You did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Licence or (if it did rely on any representations, whether written or oral, not expressly set out in this Licence) that it shall have no remedy in respect of such representations and (in either case) LITTLE PINE shall have no liability in any circumstances otherwise than in accordance with the express terms of this Licence.
- 12.4. The exclusions in the FLA shall apply to the fullest extent permissible at law, but LITTLE PINE does not exclude liability for:
 - (a) death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any other liability which may not be excluded by law.
- 12.5. All references to "LITTLE PINE" in this clause shall, for the purposes of this clause, be treated as including all employees, subcontractors and suppliers of LITTLE PINE and any affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

13. INDEMNIFICATION

- 13.1. You shall indemnify LITTLE PINE against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Little Pine arising out of:

- (a) Any breach or negligent performance or non-performance of the FLA by you;
- (b) the enforcement of the FLA;

14. VARIATION

- 14.1. No variation of the FLA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. FORCE MAJEURE

- 15.1. LITTLE PINE shall not be in breach of the FLA nor liable for delay in performing, or failure to perform, any of its obligations under the FLA if such delay or failure result from events, circumstances or causes beyond its reasonable control.

16. WAIVER

- 16.1. No failure or delay by LITTLE PINE to exercise any right or remedy provided under the FLA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. GOVERNING LAW AND JURISDICTION

- 17.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the FLA or its subject matter or formation (including non-contractual disputes or claims).
- 17.2. The FLA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

18. ENTIRE AGREEMENT; SEVERABILITY

- 18.1. The FLA constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the FLA. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the FLA.
- 18.3. If any provision or part-provision of the FLA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the FLA.