



WINDOWS® CE BINARY BSP LICENSE AGREEMENT

Please Read:

Logic provides sample downloadable evaluation Windows CE images (NK.bins) for customers to evaluate the Windows CE operating system on Logic’s line of Development Kits. These sample images are provided as part of the Microsoft® Windows CE Hardware Kitting Program and are posted to the downloads section of the Logic website. These images are licensed for evaluation purposes only, and not intended for commercial use. Please reference Application Note 296 entitled “*When to Use an NK.bin*” for information about the capabilities of the binary OS images.

If your development effort requires the use of a board support package (BSP), Logic provides a binary BSP as a downloadable item from the website. In order to obtain Logic’s Windows CE binary BSP the following requirements must be satisfied.

1. This document must be read, the license agreement completed, and two signed original copies must be faxed or mailed to Logic Product Development at:

Logic Product Development
 Attn: Logic Product Sales
 411 North Washington Avenue Suite 400
 Minneapolis, MN 55401 U.S.A.
 or
 fax a signed copy to Logic Product Development at (612) 672-9489.

2. A Windows CE Binary BSP Build support contract must be purchased. The support contract is used to provide 5 hours of engineering-level support of BSP usage and application to custom design activity. More information about support packages can be found at <http://www.logicpd.com/support>.
3. This license agreement is for the following Logic product: _____.
4. The following contact information must be filled in and included with the completed license agreement:

Name: _____	Company: _____
Title: _____	Address: _____
Phone Number: (____) _____	_____
e-mail Address: _____	_____

Windows CE BSP Functionality and Purpose:

Logic’s Windows CE binary BSP includes peripheral drivers, the OAL (OEM Adaptation Layer), and a build environment to build and deploy a Windows CE operating system on a Logic hardware platform. The BSP is required to create a custom Windows CE image based on end customer product requirements. This may be necessary if the sample NK.bins (prepackaged Windows CE images) do not meet your requirements (e.g., memory size, display, OS components, driver additions).

For more information on purchasing or licensing the Windows CE BSP in binary or source code format for a custom board solution, please contact Logic sales at product.sales@logicpd.com.

LOGIC PRODUCT DEVELOPMENT COMPANY

WINDOWS CE BINARY BOARD SUPPORT PACKAGE (BSP) SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made on this _____ day of _____, 200__ ("Effective Date") between Logic Product Development Company ("Logic"), a Minnesota corporation, located at 411 North Washington Avenue, Suite 400, Minneapolis, MN U.S.A. 55401 and _____ (an) _____ corporation, located at _____ ("Licensee"). Licensee desires by this Agreement to obtain from Logic licenses to distribute the Licensed BSP(s) and establish the terms and conditions of all such transactions between them. Therefore, Logic and Licensee agree as follows:

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9. **Support.** Licensee will be solely responsible for supporting its customers, including resellers and end users and for maintaining compatibility with any Logic Licensed BSP updates. Under the terms of this AGREEMENT, Logic will not provide any support services to Licensee. Furthermore, Logic is not required to provide any upgrades, modifications and enhancements that Logic may make to the code. Logic can provide Licensee with support for the Licensed BSP, through Licensee attending training or purchasing a technical support contract.

10. **Protection of Licensed Materials/Confidentiality.** Both parties agree to abide by the confidentiality terms and conditions set forth in the in Exhibit A, attached hereto and incorporated by this reference. The parties shall treat the terms and conditions of this Agreement as confidential information. Each party shall obtain the other's consent prior to any publication, presentation, public announcement or press release concerning this Agreement.

11. **Export.** The parties acknowledge that the Licensed BSP and Confidential Information (as defined in Exhibit A) disclosed by each of them under this Agreement may be subject to export control laws of the United States. Each party shall comply with such laws and agrees not to knowingly export, re-export or transfer Licensed BSP or Confidential Information of the other party without first obtaining all required United States or other governmental authorizations or licenses.

12. **No Assignment.** Except as otherwise provided in this Section 12, Licensee may not assign this Agreement or the license granted hereunder and any attempt to do so shall be void. Licensee agrees that this Agreement binds Licensee and each of its employees, agents, representatives, and persons associated with it, and Licensee's affiliated and subsidiary firms, corporations and other organizations, and its successors and permitted assigns.

13. **Notices.** Notices to Licensee shall be sent to the address specified beneath Licensee's signature below and to Logic Product Development Company, 411 North Washington Avenue, Suite 400, Minneapolis, Minnesota 55401, Attention: Product Sales-Licensing agreements or such new address as a party specifies to the other in writing.

14. **General.** This Agreement is governed by the law of the State of Minnesota. It is the complete and exclusive statement of the understanding between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any terms and conditions of any purchase order or other instrument issued by Licensee in connection with this Agreement which are inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. This Agreement may be modified only by a written instrument duly executed by Logic and Licensee. Any waiver by either party of any condition, part, term, or provision of this Agreement shall not be construed as a waiver of any other condition, part, term or provision or a waiver of any future event or circumstance. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

This Agreement shall be effective and binding on the parties only after acceptance by a duly authorized representative of each party.

LOGIC PRODUCT DEVELOPMENT COMPANY

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Company: _____

Address: _____

EXHIBIT A

CONFIDENTIALITY TERMS AND CONDITIONS

1. DEFINITION. "Confidential Information" means the terms and conditions of this Agreement, the existence of the discussions between the parties, the information described in Section 2 below, and any other information concerning the Purpose defined below, including but not limited to, information regarding each party's product plans, product designs, product costs, product prices, finances, marketing plans, business opportunities, personnel, research and development activities, know-how, and pre-release products; provided that information disclosed by the disclosing party ("Disclosing Party") in written or other tangible form will be considered Confidential Information by the receiving party ("Receiving Party") only if such information is conspicuously designated as "Confidential," "Proprietary" or a similar legend. Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within thirty (30) days of disclosure. Confidential Information disclosed to the Receiving Party by any affiliate or agent of the Disclosing Party is subject to this Agreement.

2. DESCRIPTION. The Confidential Information to be disclosed under this Agreement is described as follows: The Licensed BSP(s) (as described in the Software Source Code License Agreement), Documentation and any other information identified as "confidential" at the time of disclosure by, in the case of tangible information, by marking same as "Confidential" and in the event of intangible information, but identifying same as confidential at the time of disclosure and summarizing the intangible disclosure in writing delivered to the receiving party within 30 days of the initial disclosure. .

3. PURPOSE. The Receiving Party may use the Confidential Information solely for the purpose of integrating the Licensed BSP with Licensee's Product (as described in the Software Source Code License Agreement).

4. DISCLOSURE. The Receiving Party shall have entered into non-disclosure agreements with such employees and contractors having obligations of confidentiality as strict as those herein prior to disclosure to such employees and contractors to assure against unauthorized use or disclosure.

5. SECURITY MEASURES. Licensee shall keep the Licensed BSP in strict confidence. Licensee shall take all reasonable steps, both during and after the term of this Agreement to ensure that no unauthorized person shall have access to the Licensed BSP and that no unauthorized copy, in whole or in part, in any form shall be made. Licensee agrees to use the Licensed BSP and related Documentation disclosed to it hereunder under carefully controlled conditions solely for the purposes set forth in this Agreement, and Licensee shall observe, at a minimum the same level of security, copy restrictions and non-disclosure as it exercises with respect to the source code and related Documentation for its own products (but in no event less than reasonable efforts). Licensee shall restrict access to the Licensed BSP to full time employees who "need to know". Licensee shall (i) require all such authorized employees to sign non-disclosure agreements in reasonable form and substance consistent with the confidentiality obligations herein; and (ii) take reasonable measures to enforce the provisions of such non-disclosure agreements.

6. EXCEPTIONS TO CONFIDENTIAL INFORMATION. The Receiving Party shall have no obligation with respect to information which: (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; and (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale. Further, the Receiving Party may disclose Confidential Information under a valid order issued by a court or government agency, provided that the Receiving Party provides: (i) prior written notice to the Disclosing Party of such obligation and (ii) the opportunity to oppose such disclosure.

7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION. Upon **written** demand of the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

8. NO LICENSES. The Disclosing Party shall retain all right, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or hereafter may be obtained by the Disclosing Party is either granted or implied by the disclosure of Confidential Information.

9. DISCLAIMER. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

None of the Confidential Information disclosed by the Disclosing Party constitutes any representation, warranty, assurance, guarantee or inducement by it to the Receiving Party with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

10. TERM. This Agreement shall continue for a term of 7 years.