

IMPORTANT:

MICROCHIP IS WILLING TO LICENSE THE STACK SOFTWARE FOR ZIGBEE™ WIRELESS PROTOCOL AND ACCOMPANYING MICROCHIPING DOCUMENTATION OFFERED TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE FOLLOWING TERMS. TO ACCEPT THE TERMS OF THIS LICENSE, CLICK "**I ACCEPT**" AND PROCEED WITH THE DOWNLOAD OR INSTALL. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, CLICK "**I DO NOT ACCEPT**," AND DO NOT DOWNLOAD OR INSTALL THIS SOFTWARE.

**NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT
FOR MICROCHIP STACK SOFTWARE FOR
ZIGBEE™ WIRELESS PROTOCOL VERSION 2.0-2.6**

IMPORTANT - READ CAREFULLY.

This Nonexclusive Software License Agreement (“Agreement”) is a contract between you, your heirs, successors and assigns (“Licensee”) and Microchip Technology Incorporated, a Delaware corporation, with a principal place of business at 2355 W. Chandler Blvd., Chandler, AZ 85224-6199, and its subsidiary, Microchip Technology (Barbados) Incorporated (collectively, “Microchip”) for Microchip’s Stack Software for Zigbee™ wireless protocol (“Software”) and accompanying documentation (“Documentation”).

The Software and Documentation are licensed under this Agreement and not sold. U.S. copyright laws and international copyright treaties, and other intellectual property laws and treaties protect the Software and Documentation. Microchip reserves all rights not expressly granted to Licensee in this Agreement.

1. Only ZigBee Alliance Members May Use Software in Product for Sale. Licensee acknowledges that it is Licensee’s responsibility to obtain a copy of and to familiarize itself fully with the requirements of the ZigBee Alliance, especially relating to the use of ZigBee-related technology (such as the Software). At the time of this Software release, it is Microchip’s understanding that if Licensee intends to use this software in the development of a product for sale, Licensee must be a member of the ZigBee Alliance (“Alliance”). For more information go to www.zigbee.org.

Microchip is not responsible and shall not be held responsible in any manner for Licensee’s failure to seek membership or any needed license from the ZigBee Alliance.

2. License and Sublicense Grant.

(a) Software License Grant. Subject to the terms of this Agreement, Microchip grants strictly to Licensee a personal, worldwide, non-exclusive, non-transferable limited license to use, copy and distribute Software only when embedded on a Microchip microcontroller or digital signal controller (a “Microchip Product”) and used with either a Microchip radio frequency transceiver or UBEC UZ2400 radio frequency transceiver, which are integrated into Licensee’s product (“Licensee Product”) or Third Party Product pursuant to Section 2(c) below.

Licensee may not modify or create derivative works of the Software.

(b) **Documentation License Grant.** Subject to terms of this Agreement, Microchip grants strictly to Licensee a personal, worldwide, non-exclusive, non-transferable limited license to use the Documentation in support of Licensee's authorized use of the Software.

(c) **Sublicense Grants.** Licensee may disclose and use Software in coordination with Licensee's agents, representatives, consultants, clients or customers, and contract manufacturers who have a "need to know" this information ("Third Party"); provided that Licensee first obtains the Third Party's agreement to comply with the terms of this License in writing. In addition to the obligations, described in Section 3(d) (regarding indemnification), Licensee shall be liable for any breach of this License committed by such Third Party.

(d) **Audit.** Authorized representatives of the Microchip shall have the right to reasonably inspect Licensee's premises and to audit Licensee's records and inventory of Licensee Products, whether located on Licensee's premises or elsewhere at any time, announced or unannounced, and in its sole and absolute discretion, in order to ensure Licensee's adherence to the terms of this Agreement.

3. Licensee Obligations.

(a) Licensee will ensure Third Party compliance with terms of this Agreement.

(b) Licensee will not: (i) engage in unauthorized sublicensing, modification, disclosure or distribution of Software or Documentation, or its derivatives; (ii) use all or any portion of the Software, Documentation, or its derivatives except in conjunction with a Microchip Products or; or (iii) reverse engineer (by disassembly, decompilation or otherwise) the Software or any portion thereof.

(c) Licensee must include Microchip's copyright, trademark and other proprietary notices in all copies of the Software, Documentation, and its derivatives. Licensee may not remove or alter any Microchip copyright or other proprietary rights notice posted in any portion of the Software or Documentation.

(d) Licensee will defend, indemnify and hold Microchip and its subsidiaries harmless from and against any and all claims, costs, damages, expenses (including reasonable attorney's fees), liabilities, and losses, including without limitation product liability claims, directly or indirectly arising from or related to: (i) the use, modification, disclosure or distribution of the Software, Documentation or any intellectual property rights related thereto; (ii) the sale of Licensee Products and Third Party products; and (iii) Licensee and Third Party non-compliance with ZigBee Alliance requirements. **THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY INFRINGEMENT.**

4. Confidentiality.

(a) Licensee agrees that the Software and its derivatives, Documentation and underlying inventions, algorithms, know-how and ideas relating to the Software and the Documentation are proprietary information belong to Microchip ("Proprietary Information").

Except as expressly and unambiguously allowed herein, Licensee will hold in confidence and not use or disclose any Proprietary Information and shall similarly bind its employees and Third Party(ies) in writing. Proprietary Information shall not include information that: (i) is in or enters the public domain without breach of this Agreement and through no fault of the receiving party; (ii) the receiving party was legally in possession of prior to receiving it; (iii) the receiving party can demonstrate was developed by it independently and without use of or reference to the disclosing party's Proprietary Information; or (iv) the receiving party receives from a third party without restriction on disclosure. If Licensee is required to disclose Proprietary Information by law, court order, or government agency, such disclosure shall not be deemed a breach of this Agreement provided that Licensee gives Microchip prompt notice of such requirement in order to allow Microchip to object or limit such disclosure, Licensee cooperates with Microchip to protect Proprietary Information, and Licensee complies with any protective order in place and discloses only the information required by process of law.

(b) Licensee agrees that the provisions in this Agreement regarding unauthorized use and nondisclosure of the Software, Documentation and related Proprietary Rights (defined below) are necessary to protect the legitimate business interests of the Microchip and that monetary damages alone cannot adequately compensate the Microchip if such provisions are violated. Licensee, therefore, agrees that if the Microchip alleges that Licensee or Third Party has breached or violated such provisions then Microchip will have the right to petition for injunctive relief, without the requirement for the posting of a bond, in addition to all other remedies at law or in equity.

5. Ownership of Proprietary Rights.

(a) Microchip and its licensors retain all right, title and interest in and to the Software and Documentation ("Proprietary Rights") including, but not limited to: (i) patent, copyright, trade secret and similar rights in the Software, Documentation, and underlying technology; (ii) the Software as implemented in any device or system, all hardware and software implementations of the Software technology (expressly excluding Licensee and Third Party code developed and used in conformance with this Agreement solely to interface the Software to Licensee Products and/or Third Party products); and (iii) all copies and derivative works thereof (by whomever produced).

(b) Licensee shall have no right to sell, assign or otherwise transfer all or any portion of the Software, Documentation or the Proprietary Rights thereto except as expressly set forth in the Agreement.

6. Termination of Agreement. Without prejudice to any other rights, this Agreement terminates immediately, without notice by Microchip, upon a failure by Licensee or Third Party to comply with any provision of this Agreement. Further, Microchip may also terminate this Agreement upon reasonable belief that Licensee or Third Party have failed to comply with this Agreement. Upon termination, Licensee and Third Party will immediately stop using the Software, Documentation, and derivatives thereof, and immediately destroy all such copies.

7. **Warranties and Disclaimers.** THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. MICROCHIP AND ITS LICENSORS ASSUME NO RESPONSIBILITY FOR THE ACCURACY, RELIABILITY OR APPLICATION OF THE SOFTWARE OR DOCUMENTATION. MICROCHIP AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE OR THIRD PARTY REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE. MICROCHIP HAS NO OBLIGATION TO CORRECT ANY DEFECTS IN THE SOFTWARE. LICENSEE AND THIRD PARTIES ASSUME THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION PROVIDED UNDER THIS AGREEMENT.

8. **Limited Liability.** IN NO EVENT SHALL MICROCHIP OR ITS LICENSORS BE LIABLE OR OBLIGATED UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT OR INDIRECT DAMAGES OR EXPENSES INCLUDING BUT NOT LIMITED TO INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, OR ANY CLAIMS BY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO ANY DEFENSE THEREOF), OR OTHER SIMILAR COSTS. The aggregate and cumulative liability of Microchip for damages hereunder will in no event exceed \$1000 or the amount Licensee paid Microchip for the Software and Documentation, whichever is greater. Licensee acknowledges that the foregoing limitations are reasonable and an essential part of this Agreement.

9. **General.**

(a) **Governing Law, Venue and Waiver of Trial by Jury.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. Licensee agrees that any disputes arising out of or related to this Agreement, Software or Documentation shall be brought in the courts of State of Arizona. The parties agree to waive their rights to a jury trial in actions relating to this Agreement.

(b) **Attorneys' Fees.** If either the Microchip or Licensee employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

(c) **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement signed by an authorized representative of the Microchip.

(d) **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or

eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(e) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(f) **Export Regulation.** Licensee agrees to comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority.

(g) **Survival.** The indemnities and obligations of confidentiality herein, and any right of action for breach of this Agreement prior to termination shall survive any termination of this Agreement.

(h) **Assignment.** Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by Licensee without the prior written approval of Microchip except pursuant to a merger, sale of all assets of Licensee or other corporate reorganization, provided that assignee agrees in writing to be bound by the Agreement.

(i) **Restricted Rights.** Use, duplication or disclosure by the United States Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Microchip Technology Inc., 2355 W. Chandler Blvd., Chandler, AZ 85225-6199.

If Licensee has any questions about this Agreement, please write to Microchip Technology Inc., 2355 W. Chandler Blvd., Chandler, AZ 85224-6199 USA, ATTN: Marketing.

Microchip ZigBee Wireless Protocol Stack version 2.0-2.6. Copyright © 2007-2008 Microchip Technology Inc. All rights reserved.

License Rev. v2-111108