FSMLabs Demo/Eval License Agreement
For Diamond Systems Customers

Instructions

This agreement covers authorized use of the FSMLabs RTLinuxPro Developer System for Diamond Systems to be provided to you, the end customer. The developer environment is a complete licensed RTLinuxPro demo/eval system preconfigured to run on a Diamond Systems CPU board.

1. Read this agreement in its entirety and make sure you agree to its terms.
2. If you agree to the terms, fill in all the information, sign and date the agreement on the last page.
3. Fax the signed agreement to **Diamond Systems** at **510-456-7878** or to your Diamond Systems reseller. Do not fax to FSMLabs.
4. Upon receipt of this signed agreement, Diamond Systems will provide you with the RTLinuxPro demo/eval system in the format which you have selected. The format will be either a image which you may download from the DSC password-protected area of our website or a flashdisk with the image pre-loaded.

For any questions, please contact Diamond Systems or your authorized Diamond Systems reseller.

Diamond Systems Corp.

Tel (510) 456-7800

Fax (510-456-7878

Email sales@diamondsystems.com

Finite State Machine Labs, Inc.
Software Evaluation License Agreement on Diamond Systems Boards.

THIS SOFTWARE EVALUATION LICENSE AGREEMENT ("LICENSE") IS A LEGAL AGREEMENT
BETWEEN YOU AND, IF APPLICABLE, YOUR COMPANY ("LICENSEE") AND FINITE STATE
MACHINE LABS, INC. ("LICENSOR" OR "FSMLABS") PROVIDING THE TERMS AND CONDITIONS
OF LICENSEE'S INSTALLATION AND USE OF THE FSMLABS SOFTWARE LICENSEE HAS
REQUESTED TO EVALUATE. PLEASE READ THIS LICENSE CAREFULLY. IF LICENSEE
PROCEEDS WITH THE DOWNLOADING, INSTALLATION, AND/OR USE OF THE FSMLABS
SOFTWARE BY PRESSING THE "AGREE" BUTTON, LICENSEE IS AGREEING TO BE BOUND BY
ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE. IF LICENSEE DOES NOT AGREE TO BE
BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE, PRESS THE "DISAGREE"
BUTTON AND, IF APPLICABLE, RETURN THE FSMLABS SOFTWARE TO THE PLACE WHERE YOU
OBTAINED IT FOR A REFUND.

1. **General.** This License is only valid if an authorized download key and Evaluation License Number(s)
   has been validly issued to Licensee from FSMLabs. Diamond Systems has been authorized to provide
   you with such keys and Evaluation License Number(s) on behalf of FSMLabs for use solely on Diamond
   Systems boards. The software and documentation accompanying this License, whether on disk, in read
   only memory, on any other media or in any other form, and any additional components, bug-fixes,
   updates, upgrades, or backups provided to Licensee during the term of this License (collectively the
   "FSMLabs Software") are licensed, not sold, to Licensee by FSMLabs for installation and use only under
   the terms and conditions of this License, and FSMLabs reserves all rights not expressly granted to
   Licensee in this License. The FSMLabs Software is protected by patent, copyright, and/or other
   intellectual property rights of FSMLabs, and the rights granted herein are limited to FSMLabs'
   intellectual property rights in the FSMLabs Software and do not include any other intellectual property
   rights. This License does not grant Licensee any rights to the trademarks or service marks of FSMLabs.
   The FSMLabs Software is licensed, not sold. Licensee owns the media on which the FSMLabs
   Software is recorded, but FSMLabs retains ownership of the FSMLabs Software itself.
2. **Permitted Evaluation License Uses and Restrictions.**
   A) For each Evaluation License Number authorized by FSMLabs, this License grants the right to
      Licensee to have one individual ("Developer") install and use, on Licensee's behalf, one copy of
      the FSMLabs Software on a single computer or device ("Target") for the sole purpose of
      evaluating the FSMLabs Software and determining whether or not Licensee desires to purchase
      a commercial license. The Target must be a Diamond Systems single board computer. This
      License does not allow a copy of the FSMLabs Software to be installed or used simultaneously
      on more than one Target, and Licensee is not permitted to make the FSMLabs Software
      available over a network where it could be used by multiple computers or devices at the same
      time. Licensee is not permitted to make any copies of the FSMLabs Software except as is
      necessary to install and/or use each licensed evaluation copy of the FSMLabs Software on
      each Host and each Target. This License does not allow more than one Developer to use the
      FSMLabs Software at any one time.
   B) Except as and only to the extent expressly permitted in this License or by applicable law,
      Licensee may not copy, decompile, reverse engineer, disassemble, modify, or create derivative
      works of the FSMLabs Software or any part thereof.
3. **Fees**. There is a nominal fee for this limited evaluation license granted to Licensee. Licensee will be
   responsible for its own expenses incurred in evaluating the FSMLabs Software.
4. **Transfer.** Licensee may not rent, lease, lend, redistribute, sublicense, or otherwise transfer to any third
   party the FSMLabs Software or any part thereof, this License, any rights hereunder, or the download
   key, or Evaluation License Number(s) without the express written consent of FSMLabs. Any such
   attempted transfer without the express written consent of FSMLabs shall be void.
5. **Support and Maintenance.** There is no support and maintenance obligation from FSMLabs to
   Licensee for the FSMLabs Software.
6. **Audit and Security.** Licensee will take reasonable action to restrict and control the installation and use
   of the FSMLabs Software in accordance with the limitations and restrictions set forth in Section 2 of this
   License, and to permit access only to Developers authorized to install and use the FSMLabs Software.
   Licensee will make reasonable efforts to ensure compliance by all Developers authorized to use the
   FSMLabs Software with this License. Licensee grants to FSMLabs the right to have independent
   auditors selected by FSMLabs and acceptable to Licensee, such acceptance not to be unreasonably

withheld, audit the installation and use of the FSMLabs Software by Licensee to ensure compliance with this License at any time during regular business hours with three days prior written notice to Licensee.

7. **Termination.** This License is effective for 90 days from the date Licensee receives the authorized download key and Evaluation License Number(s) from FSMLabs ("Evaluation Period"). This License shall terminate automatically after expiration of the Evaluation Period. Licensee's rights under this License will terminate automatically without notice from FSMLabs if Licensee fails to comply with any term(s) of this License. Upon termination of this License, Licensee shall cease all use of the FSMLabs Software, and uninstall and destroy all copies, full or partial, of the FSMLabs Software.

8. **Disclaimer of Warranties.** LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE FSMLABS SOFTWARE IS AT LICENSEE'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FSMLABS SOFTWARE IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND FSMLABS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE FSMLABS SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FSMLABS DOES NOT WARRANT AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE FSMLABS SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE FSMLABS SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE FSMLABS SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE FSMLABS SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FSMLABS OR AN FSMLABS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE FSMLABS SOFTWARE PROVE DEFECTIVE, LICENSEE ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO LICENSEE.

9. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL FSMLABS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO LICENSEE'S USE OR INABILITY TO USE THE FSMLABS SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF FSMLABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO LICENSEE. In no event shall FSMLABS' total liability to Licensee for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars ($50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

10. **Export Law Assurances**. Licensee may not use or otherwise export or re-export the FSMLabs Software except as authorized by United States law and the laws of the jurisdiction in which the FSMLabs Software was obtained. In particular, but without limitation, the FSMLabs Software may not be exported or re-exported: (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, Syria, or the Taliban Controlled areas of Afghanistan); or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the FSMLabs Software, Licensee represents and warrants that Licensee is not located in, under control of, or a national or resident of any such country or on any such list.

11. **Government End Users**. The FSMLabs Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1through227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and

conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

12. **Controlling Law and Severability.** This License will be governed by and construed in accordance with the laws of the State of New Mexico, as applied to agreements entered into and to be performed entirely within New Mexico between New Mexico residents. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

13. **Third Party Acknowledgements**. Portions of the FSMLabs Software utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the "online" electronic documentation for the FSMLabs Software, and Licensee's use of such material is governed by their respective terms.

14. **Complete Agreement**. This License constitutes the entire agreement between the parties with respect to the installation and use of the FSMLabs Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by FSMLabs.

15. **Governing Language**. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.

IN WITNESS WHEREOF, the undersigned has caused this Software Evaluation License Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

By:_____

Name:_____

Title: _____

Date:_____

Company:_____

Technical Contact: (optional)

Name:_____

Email:_____

Phone:_____

Title: _____

Media used   [   ] Download
**   [   ] Flash**
**   [   ] Magnetic Disk**
**   [   ] Other _____**