

## Zytronic Open Source Linux Touchscreen Driver Software Licence Agreement

**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE DOWNLOADING THE SOFTWARE:** This licence agreement (**Licence**) is a legal agreement between you (**Licensee, you or your**) and Zytronic Displays Limited of Whiteley Road, Blaydon on Tyne, Tyne and Wear NE21 5NJ (**Licensor, we or our**) for our touch screen driver software application (**Software**).

BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING OF THE SOFTWARE NOW.

### 1. Grant and Scope of Licence

In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable, royalty free licence to:

- 1.1 use the source code of the Software (**Code**) to modify the Software and the Code to create an effective interface between the Licensor's touch sensor and controller product (**Product**) and your Linux operating system; and  
share the Code with other software developers and customers of the Licensor through online Linux forums or otherwise for the purposes of testing and development of interfaces between the Product and a Linux operating system generally.

### 2. Licensee's Undertakings

Except as expressly set out in this Licence or as permitted by law, you undertake:

- 2.1 to maintain accurate records of those with whom the Code is shared;
- 2.2 to include the Licensor's copyright notices and branding on all copies of the Code;

- 2.3 not to give any warranty, guarantee or other assurance to any third party regarding the Code; and
- 2.4 not to sell, supply or otherwise hold out as being a product of the Licensor, the Software as modified by you under this Licence.

### 3. Intellectual Property Rights

You acknowledge that all intellectual property rights in the Code throughout the world belong to the Licensor, provided that you shall own any intellectual property rights in any modifications made to the Software or the Code in accordance with this Licence.

### 4. Liability

- 4.1 You acknowledge and agree that the Code is provided free of charge and as such has not been developed to meet its individual requirements and that it is therefore your responsibility to use the Code to develop the Software as you deem appropriate to meet your requirements.

You acknowledge that the Code may not be free of bugs or errors and agree that the existence of any bugs or errors shall not constitute a breach of this Licence and the Licensor shall be under no obligation to supply upgrades, updates, bug fixes, error correction or other support or maintenance services in respect of the Code.

- 4.2 Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it cannot be excluded or limited as a matter of law.
- 4.3 Subject to condition 4.2 the Licensor shall not be liable under or in connection with this Licence for:

- 4.3.1 loss of income, business, profits or contracts;

- 4.3.2 business interruption;
- 4.3.3 loss of the use of money or anticipated savings;
- 4.3.4 loss of opportunity, goodwill or reputation;
- 4.3.5 loss of, damage to or corruption of information or data; or
- 4.3.6 any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 4.3 shall not prevent claims for direct financial loss that are not excluded by any of categories 4.3.1 to 4.3.6 inclusive of this condition 4.3.

- 4.4 Subject to condition 4.2 the Licensor shall not be liable under or in connection with this Licence or otherwise where such liability arises due to your use of the Code to amend the Software including, but not limited to, your creation of any software or other work which infringes the rights of a third party.
- 4.5 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Code. There are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software or the Code which might be implied into, or incorporated in, this Licence, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

## 5. Indemnity

You shall at all times indemnify and keep indemnified the Licensor against all and any costs, claims, damages and expenses incurred by the Licensor, or for which the Licensor may

become liable with respect to any product liability claim or intellectual property infringement claim by a third party arising out of any modifications made to the Software by you.

## **6. Termination**

6.1 This Licence will terminate immediately without notice if you commit a material or persistent breach of this Licence.

6.2 Upon termination you must immediately delete or remove the Code from all computer equipment in your possession and immediately destroy all copies of the Code in your possession, custody or control and certify to us that you have done so.

## **7. Transfer of Rights and Obligations**

You may not transfer, assign, charge or otherwise dispose of this Licence, or any of its rights or obligations arising under it, without our prior written consent.

## **8. Variation**

The Licensor may vary the terms of this Licence from time to time and shall notify you of such changes by posting the amended terms on the Licensor's website.

## **9. Notices**

All notices given by you to the Licensor must be given in writing by first class post to Zytronic Displays Limited at Whiteley Road Blaydon on Tyne, Tyne and Wear NE21 5NJ.

## **10. Severability**

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **11. Entire Agreement**

11.1 This Licence and any document expressly referred to in it represents the entire agreement between the parties in relation to the licensing of the Code and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

11.2 We and you each acknowledge that, in entering into this Licence, neither party has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations before entering into this Licence except as expressly stated in this Licence.

## **12. Rights of Third Parties**

No term of this Licence shall be enforceable by a third party (being any person other than the parties).

## **13. Governing Law and Jurisdiction**

13.1 This Licence shall be governed by and construed in accordance with the law of England and Wales.

13.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Licence (including any non-contractual claims).