

End User License Agreement

This End User License Agreement (hereinafter referred to as the "Agreement") is made and entered into by and among Lineo Solutions, Inc. ("Lineo"), you ("User") and Mitsubishi Electric Corporation ("Mitsubishi") as follows concerning the right to use the Linux for MELSEC iQ-R C intelligent Function Module (the "Software") of Mitsubishi.

The Software consists of two software, one is the proprietary software of Mitsubishi and is sublicensed to Lineo (refer to Note #2, the "Licensed Software") and the other is the software that includes licensing terms of licensors other than Mitsubishi (the "Exempt Software").

User shall use the Licensed Software in accordance with the terms and conditions of this Agreement and use the Exempt Software in accordance with the terms and conditions of respective licensors.

Article 1 (Term)

1. This Agreement shall be effective upon User's agreeing to the terms of this Agreement and carrying out any of the following.
 - (1) Downloading the Software
 - (2) Loading the Software to temporary memory (i.e. RAM) of computer (including PLC system) or saving the Software to ROM (i.e. hard disk, SD memory card or other storage device.)
2. This Agreement shall cease when User discontinues use of and destroys the Software.
3. This Agreement shall immediately and automatically cease, and all the rights granted are automatically extinguished if User violates any provisions of this Agreement.

Article 2 (The Right of Use)

1. This Agreement grants User a non-exclusive and non-transferable right to use the Licensed Software only if User accepts the terms of this Agreement and to use the product of Mitsubishi, specified in Note #1.

Article 3 (Specification Changes)

1. Lineo and Mitsubishi may change specification of the Licensed Software without notice.
2. Lineo and Mitsubishi may terminate distribution of the Licensed Software without notice.

Article 4 (Modification, Reproduction and Redistribution)

1. User shall not modify the Licensed Software.
2. User shall not disclose or distribute any analysis results of the Licensed Software with reverse engineering method, including disassemble, decompile and such.
3. Upon User's full compliance with the following, User may reproduce the Licensed Software.
 - (1) Clearly and properly display the copyright notice of the Licensed Software.
 - (2) Clearly and properly note the contents of this Agreement.
 - (3) Preserve identity of the Licensed Software without modifying or extracting a part of the Licensed

Software.

4. Upon User's full compliance with the following, User may redistribute the Licensed Software.
 - (1) Clearly and properly display the copyright notice of the Licensed Software.
 - (2) Preserve identity of the Licensed Software without modifying or extracting a part of the Licensed Software.
 - (3) Ensure compliance by the users of a distribution destination with this Agreement.
 - (4) Clearly and properly state that Lineo and Mitsubishi make no warranties with respect to the Licensed Software.

Article 5 (Intellectual Property Rights)

1. All patent rights, copyrights and other proprietary rights to the Licensed Software shall remain with Mitsubishi and not to transferred to User. Mitsubishi retains intellectual property rights of the Licensed Software even if User reproduces the Licensed Software.

Article 6 (Warranty)

1. Lineo and Mitsubishi shall make no warranty to User whether Licensed Software operates correctly, fits specific purpose, or is beneficial.
2. In addition to above, regardless of the cause of action, Lineo and Mitsubishi shall not be liable for defects in the Licensed Software, performance/quality and technical/economic or any other matters (include, but not limited to, product liability) of the Licensed Software.
3. Regardless of the cause of action, Lineo and Mitsubishi shall not be liable for any damages suffered by User or bystander due to exercising rights granted by the Agreement or for any claims from User or bystander.
4. In addition to above, whether or not foreseeable, Lineo and Mitsubishi shall not be liable for direct, indirect, extraordinary or any other damages related to or arising from the License Software.
5. Lineo and Mitsubishi grant rights to User on the condition that the provisions of Article 6 of this Agreement are legitimate. Therefore, in the case where all or any part of the provisions of Article 6 are not approved, this Agreement shall immediately and automatically cease, and all the rights granted to User are automatically extinguished. In such case, the Agreement shall be cancelled retroactively to the date of execution of this Agreement and Lineo and Mitsubishi shall not be liable for this Agreement in any way.
6. The Exempt Software includes Open Source Software. Lineo and Mitsubishi shall make no warranty of any kind concerning and shall not be liable in any way for the Exempt Software.

Article 7 (Export Control)

1. User shall comply with applicable national and international export control laws, rules and regulations, and shall not export or re-export, directly or indirectly, the Licensed Software by violating applicable national and international export control laws, rules and regulations or without obtaining necessary sanction of the authorities.

Article 8 (Governing Law and Jurisdiction)

1. This Agreement shall be governed by the law of Japan, and the Tokyo District Court shall have exclusive consensus court of primary jurisdiction with respect to all disputes arising with regards to the Agreement.

Article 9 (Entire Agreement)

1. This Agreement constitutes the sole and entire agreement of User, Lineo and Mitsubishi as to the Licensed Software and supersedes any previous understandings, whether oral or written, among the parties relating to such subject matter.

Notes

1. The Product of Mitsubishi

Product Name
MELSEC iQ-R C intelligent Function Module

2. Licensed Software

The Licensed Software indicates software and files in the following directory of the Software.

Directory
/usr/lib/citl/