

**LICENSE to DISTRIBUTE Proton Development Suite-Lite**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_ 200\_

BETWEEN:

*Crownhill Associates Limited*, ("the Licensor")  
The Old Station Yard, Station Road  
Wilburton, Cambridge  
CB6 3PZ

AND

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WHEREBY IT IS AGREED as follows:

**1. Definitions**

- 1.1 "Product" shall mean, Proton Development Suite *Lite* , a limited functionality version of Proton Development Suite which is a version of Mecanique IDE and Proton Plus PICBASIC compiler, with functionality limited to the PIC Micro™ 12C508, 12F675, 16F628A, 16F877, maximum of 50 lines of executable code per program. Labcenter Proteus VSM with functionality limited to pre defined circuits
- 1.2 "License Fee" shall mean \$\_\_\_\_\_
- 1.3 "Territory" shall mean \_\_\_\_\_.
- 1.4 "Trade Mark" shall mean [Proton Development Suite *Lite*™]



**2. Terms Of Distribution License**

- 2.1 The Licensor hereby grants the Licensee distribution rights for the Product in the Territory during the continuance of this Agreement.
- 2.2 The Licensee shall fulfil its requirement for the Product by duplication of a master copy of the Product, furnished by the Licensor under this agreement.
- 2.3 The Licensee may make no charge for the Product, the duplication or the distribution of the product.
- 2.4 The Licensee may include the Product in the distribution of its own Product.
- 2.5 In any distribution of the Product, the Licensee must make clear reference to ownership of the product by the Licensor.
- 2.6 In any distribution of the Product, the Licensee must make clear that the product is offered free of charge.
- 2.7 Nothing in the Agreement shall create a partnership or joint venture between the parties.
- 2.8 This Agreement or any rights duties and obligations hereunder shall not be assigned or transferred by either party without the prior consent in writing of the other party.

**3. Contract Period**

This Agreement shall remain in force for the period of \_\_ years from the date of signature by the parties and thereafter unless or until terminated by either party giving the other not less than \_\_ months prior notice in writing, such notice to expire at the end of said period of the Agreement or any time thereafter.

**4. Responsibilities**

- 4.1 The Licensee undertakes not to alter, modify, treat or deal with the Product contrary to their supply by the Licensor except with the Licensor's prior written consent.
- 4.2 The Licensee will ensure that it conforms to all legislation, rules, regulations and statutory requirements in relation to the Product existing in the Territory from time to time.

The Old Station Yard, Station Road,  
Wilburton, Ely  
Cambs, CB6 3PZ, UK  
Tel: +44 (0) 1353 749 990  
Fax: +44(0) 1353 749 991  
sales@crownhill.co.uk



- 4.3 Unless otherwise agreed by the parties in writing the cost of all advertising and sales promotion in relation to the Product shall be borne by the Licensee.
- 4.4 The Licensee must obtain the Licensors prior approval of all advertisements, sales promotion, merchandising and publicity material for the Product.
- 4.5 The cost of all returns from customers relating to the Product shall be borne by the Licensee.
- 4.6 Neither party shall enter into or have authority to enter into any contracts, agreements or engagements or make any representation or warranty or incur any liabilities on behalf of the other or pledge the credit of or otherwise bind or oblige the other party hereto.
- 4.7 The licensor reserves the right to make changes to the product in order to improve design, performance or reliability.
- 4.8 Except for the limited warranty covering any physical CD-ROM carrying the master copy the information and material of the product are provided "as is" without warranty of any kind express or implied including without limitation any warranty concerning the accuracy adequacy or completeness of any information or material or the results to be obtained from using such information or material.
- 4.9 The licensor shall not be responsible for any claims attributable to errors omissions or other inaccuracies in the product and in no event shall The licensor be liable for direct indirect or special incidental or consequential damages arising out of the use of the Product.
- 4.10 The licensor conveys no license under any patent or other right, and make no representation that the product is free of patent infringement.
- 4.11 All terms mentioned in any accompanying documentation that are known to be trademarks or service marks have been appropriately marked. Use of a term in this publication should not be regarded as affecting the validity of any trademark.
- 4.11.1 PICmicro<sup>tm</sup> is a trade name of Microchip Technologies Inc. [www.microchip.com](http://www.microchip.com)
- 4.11.2 PROTON<sup>tm</sup> is a trade name of Crownhill Associates Ltd. [www.crownhill.co.uk](http://www.crownhill.co.uk)
- 4.11.3 EPIC<sup>tm</sup> is a trade name of microEngineering Labs Inc. [www.microengineeringlabs.com](http://www.microengineeringlabs.com)
- 4.11.4 The Proton IDE was written by David Barker of Mecanique [www.mecanique.co.uk](http://www.mecanique.co.uk)
- 4.11.5 Proteus VSM © Copyright Labcenter Electronics Ltd 2004 [www.labcenter.co.uk](http://www.labcenter.co.uk)
- 4.12 The licensor expressly disclaims any warranty for the Product. The Product and any related documentation is provided "AS IS" without warranty of any kind, either expressed or implied, including, without limitation, the implied warrants of merchantability, fitness for a particular purpose or non-infringement. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCT REMAINS WITH THE LICENSEE.

## 5. Intellectual Property

- 5.1 The Licensor grants to the Licensee non-exclusive, revocable, royalty free licence to use its logo trade marks and trade names as set out in 1.2 of this Agreement subject to the restrictions in Clause 5.2.
- 5.2 The Trade Mark shall not be used in any manner liable to invalidate the registration of the Trade Mark and the Licensee shall not permit them to be used by third parties or register any of the Licensors patents, trade marks, trade or brand names, registered designs or other intellectual property rights without the prior written consent of the Licensor.
- 5.3 The Licensee shall notify the Licensor of any unauthorised use in the Territory of its Trade Mark. At the request of the Licensor the Licensee shall take part in or give assistance in respect of any legal proceedings and execute any documents and take any action reasonably necessary to protect the Trade Mark in the Territory.
- 5.4 On expiry of this Agreement all licences referred to in this Clause 5 shall expire and the Licensee agrees to immediately cease use of the Licensor's intellectual property.

## 6. Confidentiality

- 6.1 The parties agree that any information passed between them marked as a "trade secret" or reasonably judged to constitute a trade secret shall not be disclosed at any time during or after the expiry of this Agreement, except where such disclosure is required by Law or by Order of a Court in the jurisdiction of England. Confidential information and trade secrets shall consist of, but not necessarily be limited to: Technical, Commercial, Financial, Operational, Marketing or Promotional information or data.

## 7. Force Majeure

Neither parties shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes. If such delay or failure continues for a period of at least 90 days the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other.

**8. Termination**

- 8.1 This Agreement may be terminated without prejudice to Clause 3 or any right or remedy either party may have against the other for breach or non-performance of this Agreement if any of the following circumstances arise:
  - 8.1.1 Either party commits a serious or grave breach of this Agreement or persistent breaches of this Agreement including, but not limited to, non-performance, default or neglect of that party's duties under this Agreement and such breach remains un-remedied for 30 days after notice of such breach has been given by the non-defaulting party.
  - 8.1.2 Where the conduct of the Licensee is likely to have a serious or detrimental effect upon the Licensors business, Product and affairs.
  - 8.1.3 Where the Licensee commits any acts of dishonesty, fraud or theft.
- 8.2 Such termination will take place with immediate effect on written notice to the other party and without prejudice to any remedy either party may have against the other for any breach committed prior to the date of such termination or which gave rise to the termination.
- 8.3 Upon termination of this Agreement for whatever reasons, the Licensee shall at the request of the Licensor promptly return to his Licensor all documentation in his possession or control relating to the Product or the Licensors business activities and affairs.
- 8.4 Upon termination the Licensee shall have no further rights to use the Trade Mark in any way whatsoever. The Licensee shall (if legally possible) assign to the Licensor free of charge all permissions, consents and licences relating to the marketing and/or distribution and/or sale of the Product and execute all documents and do all things necessary to ensure the Licensor shall enjoy the benefit of the said permissions, consents and licences.

**9. Notices**

- 9.1 Any notice given by any of the parties shall be served on the other party by personal delivery, pre-paid recorded delivery, first class post, telex or facsimile transmission to the receiving party's address set out in this Agreement or such subsequent addresses as may be notified by the parties to each other.
- 9.2 Any such notices shall be deemed to be effectively served as follows:
  - 9.2.1 In the case of service by pre-paid recorded delivery or first class post forty-eight hours after posting.
  - 9.2.2 In the case of service by telex or facsimile transmission on the next working day.

**10. General**

- 10.1 IT IS HEREBY DECLARED that the foregoing paragraphs, sub paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub paragraphs and clauses.
- 10.2 The Schedules to this Agreement constitute an integral part thereof.
- 10.3 Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.
- 10.4 No addition to or modification of any clause in this Agreement shall be binding on the parties unless made in writing and signed by the signatories to this Agreement or their duly authorised representatives.
- 10.5 This Agreement sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral agreement between the parties.
- 10.6 Reference to any Statutory Provisions in this Agreement shall include any Statutory Provisions, which amends or replaces it.

**11. Jurisdiction**

This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

Lester Wilson - Director  
For and on behalf of  
Crownhill Associates Limited

For and on behalf of

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_