

Draft Agreement Between Aleph One Limited and Licence-holder for the use of YAFFS1, YAFFS2 and YAFFS/direct

1. Definitions:

ALEPH ONE Ltd, a company registered in England and Wales, Number 1017960, having its Registered Office at The Old Courthouse, 123 High Street, Bottisham, CAMBRIDGE CB25 9BA UK

LICENCE-HOLDER - The firm of Licence-holder having its administrative offices at:-

SOURCE CODE - Code owned by Aleph One Ltd and supplied under this Licence

BINARY CODE - Code which has been compiled from source code

PRODUCT is To Be Agreed

YAFFS FILESYSTEMS - any Filesystem Images made using YAFFS source code or YAFFS binary code

2. The Licence:

Allows Licence-holder to use software of Aleph One Ltd to create the File System, FS and incorporate the FS in the defined product.

Entitles Licence-holder to distribute binary code compiled from the source code provided.

Does not entail any obligation to reveal the Binary code.

Prohibits Licence-holder from releasing the source code to other parties, except to the extent necessary to permit sub-contractors to work with Licence-holder on a project using the code.

Licence-holder is responsible for ensuring compliance with all the terms of this licence by any sub-contractor used.

Is only available in a non-exclusive form.

Is applicable worldwide.

Has no time limit or per-unit royalty, but a fixed price paid at the time of signature as specified in Section 4 below.

Applies to use of the FS only for the Product described in Section 1, rather than to a company/user/person. It cannot be transferred to another product .

Provides the Source Code and any derived filesystems without any warranty but >AS IS< save that (to the best of Aleph One's knowledge) the use of the Source Code does not infringe the intellectual property rights of any third party.

3. Supporting information:

Aleph One Ltd supplies certain pieces of software, with different licences associated with them:

~~ Source Code for YAFFS1, YAFFS2 and YAFFS/direct and Bootloader, being the subject of this Licence Agreement, for incorporation in a Product.

~~ YAFFS Development Tools; images created with the tools may be incorporated into a Product. The images are not affected by the licence status of the Tools. When these Tool files are supplied in the tarball we send they will appear with a header saying they are used

under the GNU General Public Licence v.2 That term applies only to the Tools; the other files in the tarball will have headers making clear they are used under a paid licence from Aleph One Ltd.

~~ Access to all information on YAFFS published by Aleph One Ltd at <http://www.yaffs.net>

Source code modifications and enhancements made by Licence-holder remain the property of Licence-holder , but may not be redistributed or sold to third parties by Licence-holder without consent of Aleph One Ltd.

4. Price:

Ten Thousand Pounds Sterling, £10,000. payable at the time of signature of this licence. After payment for the Licence is received, Aleph One Ltd will provide a tarball with file headers showing the code is being used by the Licence-holder under a paid licence from Aleph One Ltd.

Signed by:

Laurence van Someren

Name

Director
for Aleph One Limited

Position
for *Licence-holder*

Date November 2015

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Version 25