LEGO® OPEN SOURCE LICENSE AGREEMENT 1.0 LEGO® MINDSTORMS® NXT FIRMWARE

This LEGO® Open Source License Agreement is an open source license for the firmware of the LEGO® MINDSTORMS® NXT microprocessor.

IMPORTANT -- READ CAREFULLY: THIS AGREEMENT ONLY COVERS THE FIRMWARE OF THE LEGO® MINDSTORMS® NXT MICROPROCESSOR AND DOES <u>NOT</u> COVER ANY "SOFTWARE" AS DEFINED IN THE MINDSTORMS® NXT END USER LICENSE AGREEMENT (HEREINAFTER THE "MINDSTORMS® NXT EULA").

Section 1. Definitions.

"**Contributor**" means each entity that creates or contributes to the creation of Modifications.

"**Contributor Version**" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

"Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

"Executable" means Covered Code in any form other than Source Code.

"Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

"License" means this document.

"**Modifications**" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is (a) any addition to or deletion from the contents of a file containing Original Code or previous Modifications, or (b) any new file that contains any part of the Original Code or previous Modifications.

"Original Code" means Source Code for the firmware of the LEGO® MINDSTORMS® NXT microprocessor, and which, at the time of its release under this License is not already Covered Code governed by this License.

"Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

"You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

Section 2. Source Code License and Larger Works.

2.1. LEGO Grant. LEGO grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims, to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work.

2.2. Contributor Grant. Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work.

2.3. Larger Works. You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

Section 3. Distribution Obligations.

3.1. Application of License. The Modifications which You create or to which You contribute shall be governed by the terms of this License, including without limitation Section **2.2**. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section **6.1**, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder.

3.2. Availability of Source Code. Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via a generally accepted mechanism for the electronic transfer of data (hereinafter "Electronic Distribution Mechanism"), to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications. You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by LEGO and including the name of LEGO® in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters.

(a) Third Party Claims. If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs. If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) **Representations.** Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices. You must duplicate the notice in **Exhibit A** in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in **Exhibit A**. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code.

3.6. Distribution of Executable Versions. You may distribute Covered Code in Executable form only if the requirements of Section **3.1-3.5** have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section **3.2**. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You must distribute the Executable version of Covered Code under the terms of this License.

Section 4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section **3.4** and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

Section 5. Exclusions.

Notwithstanding anything to the contrary herein, no Software (as defined in the Mindstorms® NXT EULA) shall be released or made available as open source under this License, regardless of how any Covered Code interacts with any Software (as defined in the Mindstorms® NXT EULA).

Section 6. Versions of the License.

6.1. New Versions. LEGO may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions. Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by LEGO. No one other than LEGO has the right to modify the terms applicable to Covered Code created under this License.

Section 7. Disclaimer of Warranty.

ALL COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT LEGO OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

Section 8. Termination.

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware

of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declatory judgment actions) against LEGO or a Contributor (LEGO or Contributor against whom You file such action is referred to as "Participant") alleging that such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

Section 9. Limitation of Liability.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, LEGO, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

Section 10. U.S. Government End Users.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

Section 11. Responsibility for Claims.

As between LEGO and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with LEGO and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

Section 12. Trademarks.

This License does not grant, nor shall any provision of this License be construed as granting, any rights or permission to use the trade names, trademarks, service marks, or product names of LEGO.

Section 13. Governing Law

To the extent possible under applicable law, this License shall be governed by Danish law and shall be subject to the non-exclusive jurisdiction of the Commercial and Maritime Court of Copenhagen. This License will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. You acknowledge that the export of any Covered Code is governed by the export control laws of the United States of America and other countries. If you are downloading any Covered Code, You represent and warrant that You are not located in or under the control of any country which the export laws and regulations of such country or of the United States prohibit the exportation of the Covered Code.

Section 14. Miscellaneous.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

EXHIBIT A - LEGO® Open Source License Agreement

The contents of this file are subject to the **LEGO® Open Source License Agreement** Version 1.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at http://www.____.com

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is ______.

LEGO is the owner	of the Original Code.	Portions created by	are	Э
Copyright (C)	All Rights Res	erved.		

Contributor(s): ______.