

LICENCE TERMS AND CONDITIONS FOR COPYING, MODIFICATION AND DISTRIBUTION OF RISC OS AND ITS DERIVATIVES FOR COMMERCIAL PURPOSES

This licence agreement ("Licence") is between Castle Technology Limited ("Castle") and any person ("You", "Your") who exercises any of the legal rights to commercialise components of the computer operating system known as RISC OS granted by Castle in this Licence. The phrase "RISC OS" used in this Licence refers to those components of version 5.0 of RISC OS that Castle chooses to release from time to time and any subsequent release of RISC OS which is made generally available by Castle pursuant to this Licence. The phrase "Derivative Work" means any derivative work which is based on, or derived from, RISC OS or any part of RISC OS (whether by modification or translation) and any work subsequently derived from such Derivative Work or any part of it PROVIDED THAT such work is only intended to be used in conjunction with an embodiment (whether physical or emulated) of one or more versions of the ARM processor architecture. By exercising any of the rights granted to You by Castle pursuant to this Licence You indicate Your acceptance of all of the terms and conditions of this Licence which shall therefore be legally binding on You.

1 LICENCE GRANT

- 1.1 Subject to the restrictions set out in the remainder of this Licence and in consideration of the payment by You of the non-refundable licence fees specified by Castle at the time of Your purchase, Castle hereby grants to You a non-exclusive worldwide licence to use, copy and adapt those components of the RISC OS source code and object code that are the subject of a completed purchase by You from the Castle website.

- 1.2 Upon completion of Your purchase You will be provided with one licence key for each end user copy of each Derivative Work that You propose to distribute pursuant to this Licence. Each licence key shall consist of a unique 32 digit hash. You undertake to issue one licence key with each product that You distribute that contains a copy of RISC OS or any Derivative Work. You undertake to keep proper records and books of account recording details of all copies of RISC OS and Derivative Works supplied by You pursuant to this Licence and the current status of all licence keys issued to You by Castle and to make the same available for inspection and audit upon reasonable notice during business hours by Castle or its duly authorised agent or representative who shall be entitled to take copies of or extracts from the same. If such inspection or audit should reveal a discrepancy in the licence fees paid by You from those payable under this

Licence You shall immediately make up the shortfall and reimburse Castle in respect of any professional charges incurred for such audit or inspection.

- 1.3 You may modify your copy of RISC OS or any part of it (and any Derivative Work or any part of it) to create a Derivative Work and You may copy and distribute the source code and object code of such Derivative Work in any medium including in the form of object code incorporated or embedded in any hardware product that is intended for commercial sale PROVIDED THAT you meet all of the following conditions:
 - 1.3.1 You shall ensure that each Derivative Work You distribute is licensed for use by end users on written terms and conditions no less onerous than those contained in this Licence including, in particular, terms disclaiming Castle's liability. You undertake to include with each distributed Derivative Work a notice stating that it is ultimately derived from RISC OS;
 - 1.3.2 You acknowledge that the licence fee charged to You by Castle at the time of Your purchase was calculated by reference to the duration of the period during which You are permitted by Castle to keep confidential the source code of each Derivative Work distributed by You pursuant to this Licence ("Exclusivity Period"). In respect of each such Derivative Work, the Exclusivity Period commences on the date on which the relevant Derivative Work is first distributed to end users in any form and for any purpose. You undertake, in respect of each Derivative Work that You distribute pursuant to this Licence, that You will, within 7 days of the end of the relevant Exclusivity Period, either upload the source code of the same to the official RISC OS source code repository at **www.castle-technology.co.uk/sources** or otherwise communicate the source code to Castle or its nominee in a format suitable for uploading to the official RISC OS source code repository. You undertake to keep Castle informed of the commencement of distribution of each new Derivative Work that You distribute pursuant to this Licence. Castle shall use reasonable endeavours to remind You of Your obligations under this Clause 1.3.2 at least 7 days before the end of each Exclusivity Period but Castle's failure to do so shall not absolve You of Your responsibility to comply with such obligations;
 - 1.3.3 You hereby grant to Castle a perpetual royalty free worldwide licence (with the right to grant sub-licences) to incorporate into RISC OS or any Derivative Work produced by Castle, the whole or any part of the source code or object code of

any Derivative Work that You distribute pursuant to this Licence. Such licence shall commence, in respect of each such Derivative Work, upon expiry of the Exclusivity Period for that Derivative Work. You acknowledge that Castle may make the whole or any part of RISC OS or any Derivative Work produced by Castle available to OEM organisations on commercial terms for incorporation into hardware products intended for sale. You hereby waive any moral rights You may have in any part of any Derivative Work which Castle so incorporates into RISC OS or any Derivative Work produced by Castle. Nothing in this Clause 1.3.3 shall oblige Castle to incorporate into RISC OS or any Derivative Work produced by Castle any part of any Derivative Work which You create or distribute pursuant to this Licence;

1.3.4 If You choose to distribute, with Your Derivative Work, the source code of RISC OS or any Derivative Work then You may not charge recipients any fee for the right to amend such source code nor may You permit recipients to distribute the same on commercial terms and You undertake to refrain from purporting to do so. You undertake to include, with all copies of such source code, a copy of the Castle non-commercial licence for RISC OS which may be downloaded from the following web address **www.castle-technology.co.uk/licence** and You further undertake to ensure that each component of such source code that You distribute prominently carries the following header text in each individual source code file:

This source code in this file is derived from RISC OS and is licensed to You by Castle Technology Limited ("Castle") and its licensors on contractual terms and conditions ("Licence") which entitle you freely to modify and/or to distribute this source code subject to Your compliance with the terms of the Licence.

This source code has been made available to You without any warranties whatsoever. Consequently, Your use, modification and distribution of this source code is entirely at Your own risk and neither Castle, its licensors nor any other person who has contributed to this source code shall be liable to You for any loss or damage which You may suffer as a result of Your use, modification or distribution of this source code.

Full details of Your rights and obligations are set out in the Licence. You should have received a copy of the Licence with this source code file. If You have not received a copy, the text of the Licence is available online at www.castle-technology.co.uk/licence

- 1.4 In the event that the website at **www.castle-technology.co.uk** is unavailable for any reason, You may contact Castle at its registered office address which is: The Rosery, Pettistree, Suffolk, IP13 0NH.

2 LICENCE RESTRICTIONS

- 2.1 You may not copy, modify, sublicense or distribute RISC OS or any Derivative Work except as expressly provided under this Licence.
- 2.2 Any breach by You of the terms of this Licence shall lead to the automatic termination of Your rights under this Licence but such termination shall not affect the rights of any person to whom You have distributed RISC OS or any Derivative Work provided they continue to comply with those terms and conditions of this Licence that are expressly imposed upon them pursuant to Clause 1 above.
- 2.3 If, as a consequence of any court judgment, allegation of infringement of any proprietary right or any other reason You are unable to comply fully with the terms and conditions of this Licence then You shall refrain from distributing RISC OS or such Derivative Works (as appropriate) for the duration of such non-compliance.

3 NO WARRANTY

- 3.1 RISC OS AND ALL DERIVATIVE WORKS ARE SUPPLIED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS THAT RISC OS AND/OR ANY DERIVATIVE WORK IS ERROR FREE, FIT FOR ANY PARTICULAR PURPOSE OR THAT ITS USE, MODIFICATION OR DISTRIBUTION SHALL NOT LEAD TO INFRINGEMENT OF ANY THIRD PARTY PROPRIETARY RIGHTS. ALL IMPLIED WARRANTIES AND CONDITIONS ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.

4 DISCLAIMER OF LIABILITY

- 4.1 IN NO EVENT SHALL CASTLE OR ANY PERSON WHO HAS MODIFIED AND/OR DISTRIBUTED THE WHOLE OR ANY PART OF RISC OS OR ANY DERIVATIVE WORK IN ACCORDANCE WITH THIS LICENCE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING OUT OF YOUR USE, MODIFICATION OR DISTRIBUTION OR YOUR INABILITY TO USE,

MODIFY OR DISTRIBUTE RISC OS OR ANY DERIVATIVE WORK OR YOUR EXERCISE OF ANY OF THE RIGHTS GRANTED UNDER THIS LICENCE (INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO YOUR OR ANY THIRD PARTY'S DATA CAUSED BY ANY DEFECT IN RISC OS OR ANY DERIVATIVE WORK OR ANY INCOMPATIBILITY BETWEEN RISC OS OR ANY DERIVATIVE WORK AND ANY OTHER SOFTWARE). ALL SUCH LIABILITIES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.