

END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is a legal agreement between Lantronix, Inc. (“Lantronix”) and the Licensee (either an individual or on behalf of an entity, “Licensee” or “you”). By installing, downloading, or otherwise using the software in any manner (including, but not limited to, using the product in which the software may be embedded), Licensee agrees to be bound by the terms of this EULA. If you do not agree, are not at least 18 years of age, or do not have the authority to enter into this EULA, then do not install, download or otherwise use the software or the product in which it may be embedded.

1. DEFINITIONS.

a. **“Beta Version”** is a version of the Software or Hardware that is still in its testing phase and has not yet been released commercially.

b. **“Hardware”** means the applicable Lantronix product on which the Software is designed to run.

c. **“Lantronix Products”** means certain products developed and owned by Lantronix, which may be comprised of Hardware and Software (as defined in this EULA).

d. **“Open Source Components”** means certain portions of the Software (if any) that are not licensed under the terms of this EULA, but are instead licensed to Licensee under the applicable open source licenses, such as the BSD License or the Lesser GNU General Public License.

e. **“Proprietary Components”** mean those components of the Software owned or duly licensed by Lantronix, excluding the Open Source Components.

f. **“Software”** means the computer software (regardless of format or media in which distributed) designed to run on Lantronix Products, printed materials and electronic documentation, each of which are owned or duly licensed by Lantronix. Software includes, but is not limited to, the Proprietary Components and Open Source Components (if any).

2. GRANT OF LICENSE.

a. **Limited License.** Other than as set forth in this EULA, Lantronix grants to the Licensee a limited, non-exclusive, non-transferable, revocable license to use the Software in object code form or in binary code provided, solely for Licensee’s use, without any modification. This license is not a sale. Subject to the terms of this EULA, Licensee may not rent, lease, lend, or distribute the Software or any portion thereof. This License applies to updates or

supplements to the original Software, unless Lantronix provides other terms along with the update or supplement.

b. **Open Source Components.** Open Source Components (if any), even if supplied in the same electronic file transmission, are not licensed under the terms of this EULA. Lantronix grants Licensee no right to receive source code to any Open Source Component; however, in some cases, rights and access to source code for the Open Source Components may be available directly from Lantronix’ licensors. Upon request, Lantronix will identify the Open Source Components and the licenses that apply to them. Licensee’s use of each Open Source Component is subject to the terms of each applicable license.

3. RESERVATION OF RIGHTS.

a. **Ownership.** With the exception of any Open Source Components or third-party software that are duly licensed to Lantronix, Licensee agrees that Lantronix owns all legal right, title and interest in and to the Software. Lantronix reserves all rights not expressly granted to Licensee in this EULA. Title and copyrights to the Software remain with Lantronix or its third-party licensors.

b. **Trademarks.** Nothing in this EULA gives Licensee a right to use any of Lantronix’ trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. Licensee agrees not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Software or Hardware.

4. **SUPPORT.** Licensee agrees that Lantronix may stop (permanently or temporarily) providing the Software (or any features within the Software) to end users at Lantronix’ sole discretion, without prior notice. Lantronix shall have no obligation to support the Software.

5. **LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** Licensee may not reverse engineer, decompile, modify, or disassemble the Software. Licensee may not copy the Software or transfer it to other devices without the express prior written consent of Lantronix.

6. **EXPORT.** Licensee agrees not to export or re-export the Software (or portions thereof) to any country, person or entity in violation of any applicable law or regulation. Licensee further agrees not to use the Software for any purposes prohibited by law or regulation, including but not limited to U.S. laws and regulations.

END USER LICENSE AGREEMENT

7. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14 and DFAR 252.227-7013 et seq. or their successors. Use of the Software by the Government constitutes acknowledgment of Lantronix' proprietary rights therein. The manufacturer of the Lantronix Products is Lantronix, Inc., 7535 Irvine Center Drive, Suite 100, Irvine, California 92618.

8. LIMITED WARRANTY. Lantronix warrants that, for a period of sixty (60) days after the date of shipment, the Software will perform substantially in accordance with the applicable documentation, which can be found at www.lantronix.com/support/downloads. AS TO ANY DEFECTS IN THE SOFTWARE DISCOVERED AFTER THE SIXTY (60) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Any supplements or updates to the Software, including without limitation, any service packs or hot fixes provided to Licensee after the expiration of the sixty (60) day period are not covered by any warranty or condition, express, implied or statutory. During the limited warranty period described in Section 8, if the Software does not perform substantially in accordance with the applicable documentation, Lantronix' liability is limited to (at Lantronix' election): (a) refund of Licensee's purchase price (if any) for such affected Software (without interest); or (b) repair or replacement of the Software. The foregoing is void if failure of the Software is the result from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. LANTRONIX EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. ALL LIABILITY OF LANTRONIX UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED THE AMOUNT LICENSEE HAS PAID TO LANTRONIX FOR THE LANTRONIX PRODUCTS. IN NO EVENT SHALL LANTRONIX BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, OR OTHER LOSS ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE SOFTWARE.

10. BETA USERS. The use of a Beta Version of Software or Hardware in any manner is subject to the general provisions of this EULA, subject to the following provisions.

10.1. Reporting. Licensee agrees to provide prompt written feedback to Lantronix on the functioning of the Beta Version of Hardware or Software, including feedback regarding any bugs or other issues discovered by Licensee.

10.2. Error Notice. Licensee shall notify Lantronix promptly of any failure, error or other malfunction of any part of the Beta Version of Hardware or Software.

10.3. Technical Support. Lantronix shall not be obligated to provide any technical support with respect to Beta Versions of Hardware or Software.

10.4. NO WARRANTY. BETA VERSIONS OF LANTRONIX PRODUCTS ARE PROVIDED "AS IS." NOTWITHSTANDING ANY OTHER WARRANTY STATEMENT OR POLICY, LANTRONIX MAKES NO WARRANTIES IN CONNECTION WITH THE BETA VERSIONS OF LANTRONIX PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. LANTRONIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT MAY ARISE FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10.5. NO ASSURANCES. LANTRONIX CANNOT ASSURE THE PERFORMANCE OF BETA VERSIONS OF LANTRONIX PRODUCTS. IF LICENSEE DECIDES TO USE THE BETA VERSION OF A LANTRONIX PRODUCT FOR ANY PURPOSE OTHER THAN TESTING, INCLUDING INCORPORATING THE BETA VERSION OF A LANTRONIX PRODUCT INTO LICENSEE'S PRODUCT(S), THEN LICENSEE ASSUMES ALL LIABILITY WITH RESPECT TO ANY SUCH USAGE.

11. TERMINATION OF EULA. Lantronix may terminate this EULA at any time if Licensee has breached any provision of this EULA, Lantronix is required to do so by law, or Lantronix decides to no longer provide the Software or any component thereof.

12. ASSIGNMENT AND DELEGATION. The rights and duties or obligations granted or created under this EULA may not be assigned, transferred or delegated by Licensee without the prior written approval of Lantronix.

13. APPLICABLE LAW. This EULA is governed by the laws of the State of California, without reference to any conflict of laws principles. Any dispute arising out of or relating to this EULA shall be subject to the exclusive jurisdiction and venue of the courts sitting in Orange County, California, USA. The parties expressly agree that neither UCITA nor the Uniform Convention on Contracts for the International Sale of Goods shall apply.

14. ENTIRE AGREEMENT. This EULA is the entire agreement between Licensee and Lantronix relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. Lantronix may make changes to this EULA, by posting such changes on its website at www.lantronix.com. Licensee's continued use of the Software shall be deemed consent of the most recent Software terms available www.lantronix.com.