

## General Terms and Conditions for Board Certification

The provisions of these General Terms and Conditions (“Terms”) shall apply for the services provided by LVGL Kft. (company registration no.: 01-09-373430, registered seat: 1091 Budapest, Üllői út 71. 3. em. 15a, Hungary, “LVGL”) relating to certification of compliance of any board running LVGL graphics library (“Board”).

The Customer engages LVGL to evaluate the Customer’s Board. These Terms specify the scope of the services provided by LVGL.

### 1 CUSTOMER ASSISTANCE

- 1.1 The Customer acknowledges that the evaluation requires the Customer to provide LVGL with complete, accurate, and the most current information and documentation concerning the Board to be certified. The Customer warrants the completeness and accuracy of all documents and accuracy of all information supplied to LVGL for the purposes of these Terms.
- 1.2 The Customer agrees to promptly provide to LVGL all documents, policies, procedures, manuals and other information requested by LVGL, in particular: the specification of the display and the main microcontroller or microprocessor.
- 1.3 If the Customer withholds relevant data, documents or other information (incl. proprietary information such as trade secret), LVGL may not be able to perform the evaluation and/or to grant certification unless Customer and LVGL find an agreement on how to address the issue.
- 1.4 During the audit process, the Customer shall make available competent personnel to explain the operation of the Board.

### 2 CERTIFICATION REQUIREMENTS

2.1 In order to be eligible for certification, the following requirements must be met:

- (i) Customer shall have a webshop where people can buy the Board;
- (ii) the [Music player demo](#) needs to run on the Board;
- (iii) Customer shall provide some kind of technical support;
- (iv) Customer shall provide all the drivers required to run LVGL on the Board;
- (v) Customer shall provide an easy to follow get started guide to use LVGL with the Board.

### 3 REQUEST FOR CERTIFICATION

- 3.1 Customer shall submit its order to LVGL using the contact form at <https://lvgl.io/certificate> or sending an email to [lvgl@lvgl.io](mailto:lvgl@lvgl.io). Customer may cancel an order if the cancellation notice is delivered to LVGL via the contact form or per email before order confirmation.
- 3.2 LVGL confirms the order via email, within 5 days of receipt at the latest. Once the order is confirmed it cannot be unilaterally cancelled by Customer. Each confirmed order shall constitute an individual contract governed by these Terms.

### 4 SERVICES OF LVGL

4.1 LVGL undertakes to provide the following services (“Service”):

- (i) performance of the audit process (see section 5 below);
- (ii) issuance of certification (see section 6 below) provided that the Board meets the certification requirements;
- (iii) additional services to be provided if the Board is granted certification (see section 8 below).

**4.2** Provision of the Service is subject to the payment of the Fee in accordance with section 12 below.

## **5 AUDIT PROCESS**

**5.1** Upon order confirmation LVGL will send to the Customer a list of required information/data.

**5.2** Upon receipt of any and all requested information/data LVGL will undertake a documentation review and prepare an audit report, which will include the audit findings.

**5.3** LVGL will discuss with the Customer any observations, general remarks and non-conformities if and when they are identified during the audit.

**5.4** Should any of the requirements set out in sections 1-2 above not be met despite of the initial request and at least one reminder by LVGL per email, LVGL may not be able to perform the audit under these Terms, to provide an audit report and/or to issue a certification. In such case LVGL is entitled to terminate the contract with immediate effect.

**5.5** The Customer understands that the audit is not a legal/regulatory compliance audit, and, therefore, LVGL shall have no obligation to review the Customer's processes and product(s) to determine whether these comply with or violate any legal and/or regulatory requirements. Furthermore, LVGL does not have any obligation to notify the Customer or any authority in the event that LVGL observes a breach of any legal and/or regulatory requirement related to the Board, the scope of certification or Customer's business activity (unless such notification is prescribed by applicable law).

## **6 ISSUANCE OF CERTIFICATION**

**6.1** LVGL will issue a certification for the Board if and when it establishes as a result of the audit process that the Customer's Board is compatible with the LVGL graphics library. Customer's Board is considered compatible if

(i) the requirements set out in section 2 above are met; and

(ii) the Board meets at least the criteria set out in section 7.1 below.

**6.2** The certificate will detail the specification(s) (Standard or Professional) to which the Board has been found compliant at the time of the audit and a short description of the Board.

**6.3** The certification applies to the version of the Board as provided to LVGL during the audit process. Changes in the Board or its technical layout may have an effect on the Board's compatibility with the LVGL graphics library, therefore, Customer shall notify LVGL of any changes in the Board or its technical layout in line with section 10 below.

## **7 TYPES OF CERTIFICATION**

**7.1** The certification "Standard LVGL Certified Board" is issued if it is possible and easy to use the Board with the LVGL graphics library and users can expect decent performance and quality. In such case it shall be possible to run the demo with at least 15 FPS in average; use any DPI and display quality, and any input device type.

**7.2** The certification "Professional LVGL Certified Board" is issued if it is possible and easy to use the Board with the LVGL graphics library and users can expect high speed and high quality in general, in particular it shall be possible to run the demo with at least 30 FPS in average; use at least 120 DPI, 24 bit color depth, IPS display or similar quality, capacitive touchpad; easy to mount into an end product.

**7.3** The certifications are accompanied with an LVGL certification badge ("Badge").

## **8 ADDITIONAL SERVICES OF LVGL FOR CERTIFIED BOARDS**

**8.1** If the Board is granted a certification, LVGL provides the following services for the Customer:

- (i) Listing the Board at its website [www.lvgl.io](http://www.lvgl.io) as an LVGL Certified Board,
- (ii) Using LVGL's marketing channels to let LVGL users know about the new officially LVGL compatible Board. This includes:
  - making a video about the Board and uploading it to LVGL's YouTube channel;
  - mentioning the certification of the Board in LVGL's next email newsletter;
  - writing a review about the Board and publishing it on LVGL's blog ([blog.lvgl.io](http://blog.lvgl.io));
  - announcing the new certified Board in LVGL's forum ([forum.lvgl.io](http://forum.lvgl.io)) and LinkedIn channel;
  - granting Customer a license to use the LVGL certification badge and the LVGL logo on its website and PCB under the conditions set out in section 9 below.

## **9 LICENSE TO USE CERTIFICATION BADGE AND TRADEMARK**

- 9.1** The intellectual property rights, titles and interests in the Badge, trademark or other name or logo (hereinafter jointly as "Trademark") remain the property of LVGL.
- 9.2** LVGL grants Customer a non-exclusive, non-transferable and (unless specifically agreed otherwise by the parties) non-sublicensable right to use the Badge and Trademark, subject to the terms and conditions of these Terms.
- 9.3** The use of the Badge and Trademark is subject to the payment of the Fee set out in section 12 below by Customer. For lack of payment of the Fee, use of the Badge and/or Trademark by Customer is not permitted.
- 9.4** Customer is entitled to use the Badge and Trademark exclusively for the purpose of identifying the Customer's Board as certified.
- 9.5** Use of the Trademark for the above purpose is permitted on Customer's website and PCB.
- 9.6** Customer shall notify LVGL of the website where it intends to use the Badge/Trademark in advance. If Customer intends to use the Badge/Trademark on any other website, Customer shall notify LVGL thereof in advance. Such usage is only permitted upon LVGL's written confirmation.
- 9.7** Unless specifically agreed otherwise by the parties, Customer may not by any means sell, sublicense, lease, assign, or otherwise transfer, distribute, or dispose of the rights granted hereunder. Any assignment or transfer made in violation of the terms of this section 9 shall be null and void.
- 9.8** LVGL shall have the sole right to determine whether the Customer's usage of the Badge and Trademark satisfies the requirements of these Terms. The Customer agrees to immediately cease any use of the Badge or Trademark, which LVGL determines to be misleading or contrary to these Terms.

## **10 MODIFICATIONS**

- 10.1** The Customer agrees to notify LVGL without delay of any alterations, modifications or changes it makes to the Board, its system(s)/program(s) which could affect the certification and/or its ability to conform to the certification requirements. In addition, the Customer agrees to provide LVGL with applicable documents, policies, procedures, manuals, and other information as LVGL may request in order to ascertain how the changes will affect the certified status of the Customer's Board.

- 10.2 LVGL shall be entitled to re-audit all or any portion of the Board if it determines that this is necessary or appropriate in order to ensure that the Customer's Board still conforms to the certification requirements.
- 10.3 Should LVGL come to the conclusion that the Board no longer satisfies the certification requirements, the Customer agrees to take such remedial action as LVGL may request within the time specified by LVGL.
- 10.4 Should the Customer not comply with the above mentioned request of LVGL or should LVGL otherwise determine that the Board does not meet the certification requirements anymore, LVGL is entitled to withdraw the certification – in such case the rights of the Customer under sections 8-9 above cease immediately.

## **11 RETENTION OF RECORDS AND CONFIDENTIALITY**

- 11.1 LVGL shall be entitled to retain the originals or copies of all applicable documents, policies, procedures, manuals, and other information provided in the course of the audit process. Except to the extent that the information obtained by LVGL is already in its possession or is, or becomes in the future, public knowledge, and except as otherwise required by law, LVGL agrees to maintain all such information in strict confidence and not to use any such information in any manner detrimental to the Customer.
- 11.2 However, the foregoing shall not be deemed or construed in any manner whatsoever as prohibiting LVGL from publicly disclosing the fact of certification of the Board, the granting or withdrawal of certification.
- 11.3 Where required by law to release confidential information to a third party, LVGL will, unless prohibited by law, notify the Customer in advance of the information provided.

## **12 TERMS OF PAYMENT**

- 12.1 Customer undertakes to pay a fee of **USD 950** (excl. applicable VAT and other taxes, if any) for the Service and rights granted by LVGL under these Terms ("Fee").
- 12.2 LVGL sends its invoice on the Fee to the Customer upon order confirmation.
- 12.3 Customer shall settle the invoice by wire transfer within 14 (fourteen) days of the date of invoice. No payment shall be deemed to have been made to LVGL unless and until the amount thereof has been received by and credited to the account of LVGL as indicated on the invoice.

## **13 LIABILITY**

- 13.1 LVGL shall perform the Services under these Terms with the reasonable skill, care and diligence.
- 13.2 Customer remains solely liable for any defect in the Board or its products and shall defend and indemnify LVGL from any and all defects, claims or liability arising from any deficiency of the Board or said products. The certification issued by LVGL does not exempt the Customer from its legal obligations in respect of the Board.
- 13.3 LVGL shall not be liable for the consequences of non-performance or improper performance of Customer's obligations.
- 13.4 LVGL shall not be liable for
- (i) any damages arising from the use of the Board,
  - (ii) any claims made by a third party against the Customer in connection with the use of the Board,

- (iii) the warranty claims of Customer's customers claiming that the Board does not meet the requested quality or characteristics,
  - (iv) any claim made against the Customer in connection with the services rendered by Customer,
  - (v) any indirect or consequential damages or loss,
  - (vi) any claims or damages resulting from any matter beyond its control which could not be reasonably foreseen (force majeure).
- 13.5 In any event, LVGL's maximum liability, and Customer's entire remedy, shall be limited to the amount of the Fee paid by Customer to LVGL hereunder.
- 13.6 Nothing in these Terms shall limit or exclude LVGL's liability
- (i) for death or personal injury resulting from LVGL's negligence,
  - (ii) for damages resulting from LVGL's wilful misconduct or gross negligence.
- 13.7 The Customer shall fully indemnify LVGL against all costs, claims and demands arising from the use or misuse by the Customer of any certificate, license or Trademark provided by LVGL in accordance with these Terms, and any breach of these Terms by Customer.

#### **14 ARTICLE GENERAL**

- 14.1 Either party is entitled to terminate these Terms with immediate effect if the other party breaches its material obligation arising from these Terms.
- 14.2 LVGL processes personal data of Customers in line with its privacy policy published on LVGL's webpage.
- 14.3 These Terms are to be construed in accordance with and governed by the laws of Hungary, without reference to its principles of conflict of laws. Each party hereby irrevocably consents to the jurisdiction and venue of the courts of Budapest, Hungary in connection with any claim, action, suit, or proceeding relating to these Terms. Neither party will commence or prosecute any claim, action, suit, or proceeding relating to these Terms without trying to solve amicably the dispute within two (2) months from the written notification of either party to the other party.
- 14.4 Should any clause or condition of these Terms be declared by a court of competent jurisdiction to be ineffective partially or totally, then the invalidity in whole or in part of such term or condition shall not affect the validity of any other part or condition and the parties agree to substitute for such invalid provision a valid provision which most closely reflects the intent and economic effect of the invalid provision.
- 14.5 These Terms and any order create the entire agreement between the Customer and LVGL.
- 14.6 Any communication in connection with these Terms shall be made in writing or by email. The Parties may submit their legal declarations in writing or by e-mail.