Acorn Registered Developer Agreement

This Registered Developer Agreement is made the day of 1994

Between:
Acorn Computers Limited whose registered office is Acorn House, Vision Park, Histon, Cambridge CB4 4AE, England ("Acorn") and xxxxx xxxx xxxxx whose principle place of business is xx xxxxxxxxxxx xxxx xxxxx xxxxxxxx xxxxxx xxx xxx ("the Registered Developer")

Whereas the Registered Developer wishes to become an Acorn approved developer of hardware and/or software to be used in connection with Acorn computers

It is hereby agreed as follows:-

1. The Registered Developer undertakes that it will: --

1.1 operate in accordance with the Acorn good practice guidelines for developers;

1.2 not infringe any patent copyright or other proprietary right of any person and shall act a professional manner;

1.3 not issue or authorise statements (oral or written) which may unduly discredit or denigrate other Acorn developers and/or any of their products or those of Acorn;

1.4 provide timely and polite support to its customers;

1.5 follow the guidelines where practical and comply with the rules of any initiative that Acorn issues under the Registered Developer Scheme;

1.6 use all reasonable endeavours to market all products for which it receives technical support under the Registered Developer Scheme;

1.7 deliver to Acorn free of charge reference copies of finished software, for the Acorn library, and/or finished hardware on request at cost or on loan (and in any case to provide details ci reference sites where the hardware is in use) together with the wrappings and packaging for such software and hardware;

1.8 ensure that all units of the said software and hardware including their wrappings and packaging licensed or sold correspond to samples supplied to Acorn in accordance with Clause 1.7;

1.9 provide regular details of products for inclusion in Acorn product directories;

1.10 ensure that it has appropriate Acorn hardware available for development and testing of its products;

1.11 only distribute Acorn software in accordance with licence conditions agreed in writing by Acorn;

1.12 as required and upon request execute the standard Acorn registered trademark user and/or non-disclosure agreements.

2. Acorn will:

2.1 offer the Registered Developer free of charge a place for one representative for at least one Acorn developer conference each calendar year;

2.2 operate a technical support service;

2.3 offer hardware and software at a discounted price for use by the Registered Developer for the purposes of product development and support;

2.4 permit the Registered Developer to use the Acorn specified developer's logo on promotional literature in accordance with the rules notified by Acorn from time to time for such use.

3. Term and Termination

3.1 This agreement becomes effective on the date of signature by both parties subject to receipt by Acorn of the standard fee.

3.2 The agreement shall continue in force as long as the Registered Developer pays the annual fee as notified by Acorn from time to time.

3.3 Should the fees be overdue for more than three months Acorn may cancel this agreement at any time upon at least one month's written notice.

3.4 Acorn may terminate this agreement at any time by giving six months written notice to the Registered Developer.

3.5 Should more than six months few be outstanding when the agreement is terminated Acorn will refund half of any payment received for the period.

3.6 Acorn may terminate this agreement at any time should the Registered Developer be in breach of any of the terms of this agreement and fail to remedy such breach within one month of receipt notice of the breach.

This agreement shall be governed by and construed in accordance with the laws of England.

For and on behalf of XXXXX XXXX XXXXX

Signature .....

Name .....

Position .....

For and on behalf of Acorn

Signature .....

Name .....

Position .....