

END USER LICENCE AGREEMENT FOR THE EXAMPLE MUSCA SOFTWARE ASSOCIATED WITH MUSCA TESTCHIP BOARD.

THIS END USER LICENCE AGREEMENT ("LICENCE") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER A SINGLE INDIVIDUAL, OR SINGLE LEGAL ENTITY) AND ARM LIMITED ("ARM") FOR THE USE OF THE DELIVERABLES ACCOMPANYING THIS LICENCE. ARM IS ONLY WILLING TO LICENSE THE DELIVERABLES TO YOU ON CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS LICENCE. BY CLICKING "I AGREE" OR BY INSTALLING OR OTHERWISE USING OR COPYING THE DELIVERABLES YOU INDICATE THAT YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS LICENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, ARM IS UNWILLING TO LICENSE THE DELIVERABLES TO YOU AND YOU MAY NOT INSTALL, USE OR COPY THE DELIVERABLES, BUT YOU SHOULD PROMPTLY RETURN THE DELIVERABLES TO YOUR SUPPLIER AND ASK FOR A REFUND OF ANY LICENCE FEE PAID.

"MUSCA TESTCHIP BOARD" means a hardware development board, and its associated software, purchased or borrowed directly from ARM.

"Deliverables" means any software, firmware, boardfiles and data accompanying this Licence, any printed, electronic or online documentation supplied with it, and any updates, patches and modifications ARM may agree to make available to you under the terms of this Licence, in all cases relating to the supporting files for the MUSCA TESTCHIP BOARD.

"Licensed Products" means microprocessors and components manufactured under licence from ARM.

1. LICENCE GRANTS.

(i) DELIVERABLES AND DOCUMENTATION: ARM hereby grants to you, subject to the terms and conditions of this Licence, a non-exclusive, non-transferable licence, solely for use on the MUSCA TESTCHIP BOARD and only for the purposes of: (1) developing, testing, debugging, analyzing and optimizing software applications that are designed to run solely on Licensed Products; and (2) prototyping hardware designs incorporating the Deliverables identified in Part A to:

(a) use and copy the Deliverables identified in Part A of the Schedule;

You shall not modify the Deliverables. You shall not redistribute or sub-licence any of the Deliverables.

No right is granted under this Licence to you or any third party to manufacture, sell, supply, distribute or commercially exploit the prototyping hardware designs developed under this Clause 1.

2. RESTRICTIONS ON USE OF THE DELIVERABLES.

COPYING: You shall not use or copy the Deliverables except as expressly authorised in this Licence. You may make one additional copy of the delivered Deliverables media or image for backup or archival purposes.

PERMITTED USERS: The Deliverables shall only be used by your employees, or by your bona fide sub-contractors whose acts and omissions you hereby agree to be responsible for, to the same extent as those of your employees, and provided always that such sub-contractors: (i) work only onsite at your premises; (ii) are aware of the terms of this Licence; (iii) are contractually obligated to use the same only for your benefit, and (iv) agree to assign all their work product and any rights they create therein in the supply of such work to you. Only the single individual, company or other legal entity to whom ARM is supplying this Licence may use the Deliverables. You shall not allow third parties (including but not limited to any subsidiary, parent or affiliated companies, or offsite contractors you may have) to use the Deliverables unless ARM specifically agrees otherwise with you on a case by case basis.

MULTIPLE VERSIONS: The media on which the Deliverables resides may contain more than one version of the Deliverables, each of which is compatible with a different operating system (such as Microsoft Windows XP Professional and Red Hat Linux). To the extent that certain components of the Deliverables are identified for use on a specific operating system, you are only licensed to use such components to develop Software Applications for use with the relevant operating system or future compatible versions of such operating system.

ACADEMIC OR EDUCATIONAL USE RESTRICTION: If you or your employer or institution paid academic or educational pricing for the Deliverables, or the Deliverables are identified as an academic or educational version (collectively "Academic Software"), then notwithstanding anything else in this Licence, YOU AGREE TO USE THE ACADEMIC SOFTWARE ONLY FOR ACADEMIC, NON-COMMERCIAL PURPOSES, AND ARM DOES NOT GRANT YOU ANY RIGHTS TO DISTRIBUTE OR SUB-LICENCE ANY APPLICATIONS DEVELOPED USING THE ACADEMIC SOFTWARE UNDER THIS LICENCE.

REVERSE ENGINEERING: Except to the extent that such activity is permitted by applicable law you shall not reverse engineer, decompile or disassemble any of the Deliverables. If the Deliverables were provided to you in

Europe you shall not reverse engineer, decompile or disassemble any of the Deliverables for the purposes of error correction.

BENCHMARKING: This licence does not prevent you from using the Deliverables for internal benchmarking purposes. However, you shall treat any and all benchmarking data relating to the Deliverables, and any other results of your use or testing of the Deliverables which are indicative of its performance, efficacy, reliability or quality, as confidential information and you shall not disclose such information to any third party without the express written permission of ARM. ARM may agree to waive the restrictions in this paragraph if requested in writing.

RESTRICTIONS ON TRANSFER OF LICENSED RIGHTS: You shall not rent or lease the Deliverables. Except as identified in the "PERMITTED USERS" paragraph above, you shall not share the Deliverables with contractors or third parties.

COPYRIGHT AND RESERVATION OF RIGHTS: The Deliverables are owned by ARM or its licensors and are protected by copyright and other intellectual property laws and international treaties. The Deliverables are licenced not sold. You acquire no rights to the Deliverables other than as expressly provided by this Licence. You shall not remove from the Deliverables any copyright notice or other notice and shall ensure that any such notice is reproduced in any copies of the whole or any part of the Deliverables made by you.

3. SUPPORT AND MAINTENANCE.

If you purchased the Deliverables directly from ARM you are entitled to reasonable support and maintenance for the Deliverables for period equal to the shorter of: (i) the term of your licence to the Deliverables (as determined by the sales order and delivery confirmation email) commencing on the date of purchase; (ii) the term of the Licence Key; or (iii) one (1) year, commencing on the date of purchase. Support will be provided on the version of the Deliverable components which, at the date of your support request, is either: (a) the current version made generally available by ARM; or (b) the previous version made generally available by ARM at some time during the previous ninety (90) days. ARM is under no obligation to provide any support and maintenance to any third parties under this Licence. Please refer to the Technical Support area of <http://www.arm.com> for contact details for ARM's support service.

Support will be provided by email, telephone, or other written format designated by ARM, prioritised at ARM's discretion, and may not be used as a substitute for training or as additional resource for your programming projects.

If you are receiving the Deliverables as an update, you obtain no rights to, and shall not, install or use the update, as applicable, unless you have first ceased all use of, and deleted your Deliverables for the version of the Deliverables that you are updating or upgrading, as applicable. Future releases of the Deliverables might introduce backward incompatible changes. Please refer to product documentation for the changes in each release and for guidance about compatibility.

If: (i) you obtained the Deliverables from an ARM authorised reseller or other third party; (ii) the Deliverables were provided free of charge; (iii) it is Academic Software (identified in Clause 2); or (iv) it is evaluation Deliverables (identified in Clause 3), you are not entitled to support and maintenance for the Deliverables from ARM, but ARM may, at its sole discretion provide limited support to you. ARM may or may not offer support to you for the Deliverables.

If applicable, maintenance will be provided in the form of updates and patch releases to the Deliverables as and when they are made generally available from ARM and it will only be applied to the most recent version of the Deliverables. ARM shall be under no obligation to provide such maintenance in respect of any modifications (where permitted) to the Deliverables. Any updates replace the earlier releases of the Deliverables that you are updating and are not additional copies.

4. CONFIDENTIALITY.

You acknowledge that the Deliverables, any benchmarking data and related information mentioned in Clause 2 contain trade secrets and confidential material, and you agree to maintain them in confidence and apply security measures no less stringent than the measures which you apply to protect your own like information, but not less than a reasonable degree of care, to prevent their unauthorised disclosure and use. Subject to any restrictions imposed by applicable law, the period of confidentiality shall be indefinite. You agree that you shall not use any such information other than in normal use of the Deliverables under the licences granted in this Licence. You agree to allow ARM to disclose your confidential information to subsidiaries of ARM subject to terms and conditions of confidentiality substantially similar to those set out above in this Clause 4.

5. LIMITED WARRANTIES.

If you purchased the Deliverables, for the period of ninety (90) days from the date of receipt by you of the Deliverables, ARM warrants to you that: (i) the media on which the Deliverables are provided shall be free from defects in materials and workmanship under normal use; and (ii) the Deliverables will perform substantially in

accordance with its accompanying documentation (if any). ARM's total liability and your exclusive remedy for breach of these limited warranties shall be limited to ARM, at ARM's option: (a) replacing the defective Deliverables; or (b) using reasonable efforts to correct material, documented, reproducible defects in the Deliverables and delivering such corrected Deliverables to you. Any replacement Deliverables will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

EXCEPT AS MAY BE PROVIDED ABOVE, YOU AGREE THAT THE DELIVERABLES ARE LICENSED "AS IS", AND THAT ARM AND ANY THIRD PARTY LICENSOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

YOU EXPRESSLY ASSUME ALL LIABILITIES AND RISKS, FOR USE OR OPERATION OF LICENSED PRODUCTS, INCLUDING WITHOUT LIMITATION, APPLICATIONS DESIGNED OR INTENDED FOR MISSION CRITICAL APPLICATIONS, SUCH AS PACEMAKERS, WEAPONARY, AIRCRAFT NAVIGATION, FACTORY CONTROL SYSTEMS, ETC. AND SHOULD THE DELIVERABLES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

6. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ARM OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE DELIVERABLES WHETHER BASED ON A CLAIM UNDER CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ARM OR ANY OF ARM'S LICENSORS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARM does not seek to limit or exclude liability for death or personal injury arising from ARM's negligence and because some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages the above limitation relating to liability for consequential damages may not apply to you.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENCE, THE MAXIMUM LIABILITY OF ARM TO YOU IN AGGREGATE FOR ALL CLAIMS MADE AGAINST ARM IN CONTRACT TORT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS LICENCE SHALL NOT EXCEED THE GREATER OF: (i) THE TOTAL OF SUMS PAID BY YOU TO ARM (IF ANY) FOR THIS LICENCE; AND (ii) US\$10.00. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THE LIMIT.

7. THIRD PARTY RIGHTS.

ARM HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED FROM ANY THIRD PARTIES REGARDING ANY SEPARATE FILES, ANY THIRD PARTY MATERIALS INCLUDED IN THE DELIVERABLES, ANY THIRD PARTY MATERIALS FROM WHICH THE DELIVERABLES IS DERIVED (COLLECTIVELY "OTHER CODE"), AND THE USE OF ANY OR ALL THE OTHER CODE IN CONNECTION WITH THE DELIVERABLES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO THIRD PARTY LICENSORS OF OTHER CODE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND WHETHER MADE UNDER CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE OTHER CODE OR THE EXERCISE OF ANY RIGHTS GRANTED UNDER EITHER OR BOTH THIS LICENCE AND THE LEGAL TERMS APPLICABLE TO ANY SEPARATE FILES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. U.S. GOVERNMENT END USERS.

US Government Restrictions: Use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation is restricted in accordance with the terms of this Licence.

9. TERM AND TERMINATION.

This Licence shall remain in force until terminated either by you or by ARM. Without prejudice to any of its other rights if you are in breach of any of the terms and conditions of this Licence then ARM may terminate this Licence immediately upon giving written notice to you. You may terminate this Licence at any time. Upon termination of this Licence by you or by ARM: (i) you shall stop using the Deliverables and destroy all copies of the Deliverables in your possession together with all documentation and related materials; and (ii) ARM's obligation to provide support and maintenance shall terminate immediately. The provisions of Clauses 4, 6, 7, 8, 9 and 10 shall survive termination of this Licence.

10. GENERAL.

This Licence is governed by English Law. Except where ARM agrees otherwise in: (i) a written contract signed by you and ARM; or (ii) a written contract provided by ARM and accepted by you, this is the only agreement between you and ARM relating to the Deliverables and it may only be modified by written agreement between you and ARM. Except as expressly agreed in writing, this Licence may not be modified by purchase orders, advertising or other representation by any person. If any clause or sentence in this Licence is held by a court of law to be illegal or unenforceable the remaining provisions of this Licence shall not be affected thereby. The failure by ARM to enforce any of the provisions of this Licence, unless waived in writing, shall not constitute a waiver of ARM's rights to enforce such provision or any other provision of this Licence in the future.

Except as expressly stated in this Licence, the Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing that Act shall not apply in relation to this Licence or any agreement, arrangement, understanding, liability or obligation arising under or in connection with this Licence and nothing in this Licence shall confer on any third party the right to enforce any provision of this Licence.

The Deliverables provided under this Licence are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree to comply fully with all laws and regulations of the United States and other countries ("Export Laws") to ensure that the Deliverables are not: (1) exported, directly or indirectly, in violation of Export Laws, including to any countries that are subject to U.S.A. export restrictions or to any end user who has been prohibited from participating in the U.S.A. export transactions by any federal agency of the U.S.A. government; or (2) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

The rights granted to you under this Licence may not be assigned, sublicensed or otherwise transferred by you to any third party without the prior written consent of ARM. An assignment shall be deemed to include, without limitation; (i) any transaction or series of transactions whereby a third party acquires, directly or indirectly, the power to control the management and policies of you, whether through the acquisition of voting securities, by contract or otherwise; or (ii) the sale of more than fifty percent (50%) of your assets whether in a single transaction or series of transactions.

THE SCHEDULE

Part A

Software binaries:

Software binaries:
DAPLink binary
blinky binary

Documentation:

Documentation, provided as PDF

ARM contract references: MUSCA Software associated with MUSCA Testchip Board - LEC-PRE-21389 v2.0
/end