MBED TLS PARTNER LICENSE

THIS MBED TLS PARTNER LICENSE ("LICENSE") IS A LEGALLY-BINDING AGREEMENT FOR THE USE OF THE SOFTWARE ACCOMPANYING THIS LICENSE, BETWEEN ARM LIMITED ("ARM") AND EITHER A SINGLE INDIVIDUAL OR SINGLE LEGAL ENTITY ("SIGNATORY ENTITY"), INCLUDING EACH SUBSIDIARY OF SUCH SIGNATORY ENTITY, AS APPLICABLE, ON WHOSE BEHALF YOU ARE LEGALLY AUTHORIZED TO SIGN. AS USED HEREIN "YOU" OR "YOUR", SHALL MEAN SUCH SINGLE INDIVIDUAL OR SINGLE ENTITY (INCLUDING SUBSIDIARIES OF SUCH SINGLE ENTITY). UNLESS YOU HAVE A SEPARATELY NEGOTIATED AND MUTUALLY SIGNED MBED TLS PARTNER LICENSE, ARM IS ONLY WILLING TO LICENSE THE SOFTWARE TO YOU ON CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS LICENSE. BY CLICKING "I AGREE" OR BY INSTALLING OR OTHERWISE USING OR COPYING THE SOFTWARE YOU EXPRESSLY AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, YOU MAY NOT INSTALL, USE OR COPY THE SOFTWARE.

You agree that ARM is licensing the "mbed TLS" (as defined below) to You, subject to the following terms and conditions:

1.	Definitions

1.1   "**Affiliate**" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with You.

1.2   "**Alpha Deliverables**" means those deliverables made available to You under this License and identified in the deliverable name as "Alpha," where such Alpha Deliverables have restricted functionality in a useful sub-set of its target functionality, but may not exhibit correct behaviour under all cases of reasonably expected use.

1.3   "**ARM Trademarks**" means ARM's trademark(s) identified in Appendix 1 of this License.

1.4   "**ARM Trademark Guidelines**" means the guidelines for the use of the ARM Trademarks as set out in Appendix 1 of this License and any amendment thereto delivered to You by ARM from time to time in accordance with Clause 6.2 of this License.

1.5   "**Beta Deliverables**" means those deliverables made available to You under this License and identified in the deliverable name as "Beta," where such Beta Deliverables are functionally complete but as reliability trials are on-going and such deliverables are not fully tested, residual defects or errors in operation, consistency and documentation may still be encountered.

1.6   "**Confidential Information**" means: **(i)** mbed TLS and derivatives thereof (including any translation, modification, compilation, abridgement or other form in which the mbed TLS has been recast, transformed or adapted) and any trade secrets relating to the mbed TLS; **(ii)** any information designated in writing by either party, by appropriate legend, as confidential; **(iii)** any information which if first disclosed orally is identified as confidential at the time of disclosure and is thereafter reduced to writing and sent to the other party within thirty (30) days after its oral disclosure and designated, by appropriate legend, as confidential; **(iv)** Results; and **(v)** the terms and conditions of this License.

1.7   "**Contractor**" shall mean only those individuals that: (i) need to access the mbed TLS and ARM Confidential Information for the purpose of enabling You to fulfil Your obligations under this License, (ii) are under the direct supervision and control of You, and (iii) are on-site at Your premise.

1.8   "**Feedback**" shall mean all suggestions, comments, feedback, ideas, or know-how (whether in oral or written form), relating to the mbed TLS, provided by You to ARM during the Term of this License.

1.9   "**Intellectual Property**" means any patents, patent rights, trademarks, service marks, registered designs, topography or semiconductor mask work rights, applications for any of the foregoing, copyright, unregistered design right and any other similar protected rights in any country and to the extent recognised by any relevant jurisdiction as intellectual property, trade secrets, know-how and confidential information.

1.10   "**mbed Developer Website**" means the mbed developer website currently hosted at http://mbed.org and subject to its own terms of use, which includes tools and functionality such as code publishing, collaboration, questions and answers and support forums, and user accounts (all of the foregoing which may make use of third party secure repositories that may be subject to separate licenses and/or terms of use), to enable effective support and engagement of a large developer community and partner ecosystem.

1.11   "**mbed Device Server**" means the ARM mbed server software deliverables that ARM may provide to You under a separate agreement.

1.12   **"mbed TLS"** means a software library developed by ARM providing secure network connections and cryptographic functionality, which implements the standardized SSL/TLS/DTLS protocols for securing network connections. In addition, the library contains a number of other modules for providing cryptographic algorithms, certificate handling and more.

1.13   "**Partner Account**" means Your partner account on the mbed Developer Website.

1.14   **"Partner Trademarks"** means Your trademark(s) identified in the Partner Trademark Guidelines of this License.

1.15   **"Partner Trademark Guidelines"** means the guidelines for the use of Your trademarks and any amendment thereto delivered to ARM by You from time to time in accordance with Clause 6.14 of this License.

1.16   **"Partner Product"** means (i) subject to Clause 2.2 of the License, Your proprietary software development kit incorporating, in whole or in part, mbed TLS and permitted modifications thereto created by You; and/or (ii) a software or service capable of interoperating with mbed Device Server.

1.17   **"Results"** means any data resulting from Your use of mbed TLS and all direct and indirect derivatives thereof.

1.18   "**Subsidiary**" means any company the majority of whose voting shares is now or hereafter owned or controlled, directly or indirectly, by a party hereto. A company shall be a Subsidiary only for the period during which such control exists.

1.19   "**Term**" means the period commencing on the date that You accept the terms and conditions of this License, by clicking on the "AGREE AND DOWNLOAD" button and continuing up through and including the date that this License is terminated by ARM or You, or expiry (in the case of a time limited license as specified in the quote presented by ARM to You), whichever is earlier.

1.20   **"Third Party Software"** means the software authored by a third party as indicated in the relevant file or directory.

1.21   **"Updates"** means any **(i)** error corrections developed by or for ARM; and **(ii)** functional enhancements or other modifications developed by or for ARM (which ARM in its discretion decides does not constitute a new product), together with any Intellectual Property embodied therein.

2.	**License & Restrictions**

mbed TLS License Grants

2.1   Subject to the terms and conditions herein, including but not limited to Clause 10.1, ARM hereby grants to You, a non-transferable, non-exclusive, non-sublicensable world-wide licence for the Term to:

   (i) use the Alpha Deliverables and Beta Deliverables solely for internal evaluation;

   (ii) use, copy, modify the mbed TLS, excluding the Alpha Deliverables and Beta Deliverables, solely to develop the Partner Product;

   (iii) distribute the mbed TLS, excluding the Alpha Deliverables and Beta Deliverables, in binary form and as incorporated into the Partner Product; and

   (iv) distribute the mbed TLS in binary form on a stand-alone basis to be used in a device.

Restrictions

2.2   You may only exercise the license granted in Clause 2.1, provided that You meet the following conditions:

   (i) You shall not use the Alpha Deliverables nor Beta Deliverables in any commercial product or in a production capacity;

   (ii) **Y**ou shall not use any of the mbed TLS or ARM Confidential Information to create a competing software ecosystem or any portion of such ecosystem; and

   (iii) You shall reproduce and not remove or obscure any notice in the mbed TLS.

2.3　　You agree that Your use of all software provided under this License is subject to this License only, regardless of whether any part of the mbed TLS is otherwise freely available under a separate license from ARM (e.g. an open source license).

2.4　　Except as expressly licensed in Clause 2.1, You acquire no right, title or interest in the mbed TLS or any Intellectual Property therein. In no event shall the licenses granted in Clause 2.1 be construed as granting You expressly or by implication, estoppel or otherwise, licenses to any ARM technology other than the mbed TLS.

2.5　　**Licence to ARM to Feedback**
You hereby grant to ARM and its Subsidiaries, under all of Your and Your Affiliates' (as applicable) Intellectual Property, a perpetual, irrevocable, royalty free, non-exclusive, worldwide licence to; **(i)** use, reproduce, prepare derivative works of, publicly display, publicly perform and distribute the Feedback; **(ii)** make, have made, use, offer to sell, sell, import, or otherwise distribute the Feedback; **(iii)** design, have designed, made, have made, use, import, sell, offer to sell, and otherwise distribute and dispose of products that incorporate the Feedback; and **(iv)** sublicense (together with the rights to further sublicense) the rights granted in this Clause 2.5 subpart (i) to subpart (iii) to any third party.

2.6　　Except as expressly licensed in Clause 2.5, ARM acquires no right, title or interest in the Feedback or any Intellectual Property therein. Except as expressly provided herein, in no event shall the licences granted in Clause 2.5 be construed as granting ARM expressly or by implication, estoppel or otherwise, licences to any of Your technology other than the Feedback.

Intercompany Matters
2.7　　Any termination of this License in accordance with the provisions of Clause 9.2 shall be effective in respect of the Signatory Entity and all Your Subsidiaries. Any rights granted to any Subsidiary hereunder shall automatically terminate upon such Subsidiary ceasing to be a Subsidiary. In the event that any Subsidiary of Yours is in breach of any of the terms of this License, the Signatory Entity shall hold harmless and indemnify ARM against all and any loss, liability, costs, damages, expenses (including the reasonable fees of lawyers and other professionals) suffered, as a result of or in connection with such breach.

2.8　　**Audit Rights**
You agree that, upon (30) days' prior written notice, ARM or its agent shall have the right to conduct up to one (1) audit in any twelve (12) month period of Your relevant books and records to verify Your compliance with this License. Any such audit shall be conducted: (i) during normal business hours, and (ii) at ARM's sole expense.

2.9　　ARM shall have all the necessary rights to utilise such resources, employees and subcontractors as ARM in its sole discretion deems appropriate.

3.	Third Party Software

3.1　　The mbed TLS may contain Third Party Software which is subject to the terms of the licenses indicated in or accompanying that Third Party Software in the relevant file or directory.

　　　　The Third Party Software is provided "AS IS" and ARM expressly disclaims all representations, warranties, conditions or other terms, express or implied, including without limitation the implied warranties of non-infringement, satisfactory quality, and fitness for a particular purpose. You acknowledges and agrees that ARM shall have no liability to You from any claims resulting from Your use of the Third Party Software.

4.	Confidentiality

4.1　　Except as expressly provided by Clauses 4.2 and 4.4, each party shall maintain in confidence the Confidential Information disclosed by the other party and the Results and apply security measures no less stringent than the measures that such party applies to its own like information, but not less than a reasonable degree of care, to prevent unauthorised disclosure and use of the Confidential Information. The Confidential Information shall remain confidential unless disclosure of such Confidential Information is permitted under Clause 4.2 - 4.3 or such information falls into one of the excepted categories in Clause 4.5.

Permitted Disclosures to Contractors
4.2　　You shall have the right to disclose the ARM Confidential Information only to Contractors provided that:

　　　　(i) except as expressly provided below, You do not grant to any Contractor any license in respect of the ARM Confidential Information; and **(ii)** You ensure that each Contractor;

(a) is subject to contractual obligations of confidentiality in respect of the ARM Confidential Information which are no less restrictive than those stated in this License;

(b) is subject to a contractual obligation to use the ARM Confidential Information solely for the purpose of enabling You to exercise the express licenses granted to You herein;

(c) is subject to a contractual obligation not to further distribute or disclose either or both the ARM Confidential Information; and

(d) is subject to a contractual obligation to destroy, or return to You, any ARM Confidential Information at earlier of (i) Contractor's provision of the applicable services to You, (ii) Contractor ceasing to be a Contractor as defined under this License, or (iii) the termination or expiration of this License.

Any breach of this License by a Contractor shall entitle ARM to terminate this License in accordance with the provisions of Clause 9.2 as if You were the party in breach. Any termination of this License in accordance with the provisions of Clause 9.2 shall be effective in respect of You and Contractor. Any rights granted to Contractor hereunder shall automatically terminate upon Contractor ceasing to be a Contractor.

You shall hold ARM harmless from and keep ARM indemnified against all and any loss, liability, costs, damages, expenses (including the fees of lawyers and other professionals), suffered, incurred or sustained as a result of or in relation to any such breach. The foregoing indemnity obligations shall survive any termination or expiration of this License.

Permitted Disclosures

4.3   Either party may disclose Confidential Information received from the other party in any the following circumstances:

(i) disclosure to third parties to the extent that the Confidential Information is required to be disclosed pursuant to a court order or as otherwise required by law, provided that the party required to make the disclosure promptly notifies the other party upon learning of such requirement and has given the other party a reasonable opportunity to contest or limit the scope of such required disclosure (including but not limited to making an application for a protective order);

(ii) disclosure to nominated third parties under written authority from the original discloser of the Confidential Information;

(iii) disclosure to the receiving party's legal counsel, accountants or professional advisors to the extent necessary for them to advise upon the interpretation or enforcement of this License, provided that such counsel, accountants or professional advisors are bound by confidentiality obligations at least as protective as those contained in this License; or

(iv) ARM shall be permitted to disclose Your Confidential Information to Subsidiaries of ARM subject to the same terms and conditions of confidentiality as are set out in this License.

Restricted Use

4.4   You agree that You shall not use any of ARM's Confidential Information other than pursuant to and in accordance with the exercise of any of the licenses granted under this License. Without limiting the generality of the foregoing, You shall not use ARM's Confidential Information: **(i)** for determining if any features, functions or processes provided by the mbed TLS or disclosed by the ARM Confidential Information are covered by any patents or patent applications owned by You or a third party; or **(ii)** for developing technology or products which avoid any of ARM's Intellectual Property licensed hereunder; or **(iii)** as a reference for modifying existing patents or patent applications or creating any continuation, continuation in part, or extension of existing patents or patent applications; or **(iv)** for generating data for publication or disclosure to third parties, which compares the performance or functionality of the mbed TLS with any other products created by You or a third party, without obtaining ARM's prior written consent.

Excepted Information

4.5   The provisions of this Clause 4 shall not apply to information which:

(i) is known to and has been reduced to tangible form by the receiving party prior to its receipt provided that such information is not already subject to any obligations of confidentiality; or

(ii) is in the public domain at the time of receipt or later becomes part of the public domain without breach of the confidentiality obligations in this License; or

(iii) is received from a third party without any breach of any obligation of confidentiality in respect of such information provided that such information is not subject to any continuing obligations of confidentiality.

Feedback shall not be treated as Your confidential information by ARM and ARM shall be free to use, copy, disclose or otherwise distribute any Feedback to any third party or pursuant to any of the licenses granted in Clause 2.5 without obligation or restriction of any kind.

5.	Fees, Taxes and Payment

Fees and Payment

5.1   You shall pay to ARM the fees ("**Fees**") under the payment term as set forth in ARM's quote.

Taxes

5.2   All sums stated under this License do not include taxes. All applicable taxes shall be payable by You in accordance with relevant legislation in force at the relevant tax point. Any income or other tax which You is required by law to pay or withhold on behalf of ARM with respect to any Fees or other fees payable to ARM under this License may be deducted from the amount of such Fees or other fees otherwise due, provided, however, that in regard to any such deduction, You shall give to ARM such assistance as may be necessary to enable or assist ARM to claim exemption therefrom, or credit therefor, and shall upon request furnish to ARM such certificates and other evidence of deduction and payment thereof as ARM may properly require.

No Right of Set Off

5.3   All sums properly due to ARM under this License shall be paid in full and You shall not be entitled to assert against ARM any credit, set-off or counterclaim.

6.	Trademarks

ARM Trademarks

6.1   ARM hereby grants to You a non-transferable (subject to Clause 10.1), non-exclusive, royalty-free, world-wide license to use the ARM Trademarks in connection with fulfilling Your obligations under this License.

6.2   You shall use the ARM Trademarks, in accordance with the ARM Trademark Guidelines. ARM shall have the sole right to revise the ARM Trademark Guidelines at any time. ARM shall also have the right to revise, remove or add any ARM Trademark identified in Appendix 1 of this License at any time. Any such revisions shall be effective with respect to printed materials and products to be produced or licensed after sixty (60) days from receipt of ARM's written notice specifying the revisions to You. For the avoidance of doubt, any ARM logo depicted in Appendix 1 of this License shall include any future version of such logo.

6.3   Prior to the first offering for sale, distribution or promotion of an mbed-enabled Partner Product, You shall submit a reasonable number of samples of documentation, packaging, and promotional or advertising materials bearing the ARM Trademarks to ARM (at no cost to ARM) so that ARM can verify compliance with the ARM Trademark Guidelines. In the event that any documentation, packaging, promotional or advertising material fails to comply with the ARM Trademark Guidelines, ARM shall notify You and You shall rectify such documentation, packaging, and promotional or advertising materials so as to comply with the ARM Trademark Guidelines and cease using any such non-compliant materials as soon as reasonably possible after the date of ARM's notice and no later than sixty (60) days after the ARM Trademark Guidelines have been updated, or such extended period as may be agreed by the parties.

6.4   You agree to provide reasonable assistance to ARM in maintaining the validity of the ARM Trademarks. Upon ARM's request, You shall provide, free of charge, a reasonable number of samples of the use of the ARM Trademarks for the purpose of trademark registration or renewal. Upon request, You shall at ARM's expense execute any documents required by the applicable laws of any jurisdiction for the purpose of either or both registering and maintaining the ARM Trademarks.

6.5   Except as provided by the terms of this License, You shall not at any time during or after expiry or earlier termination of this License, use, register or attempt to register in any jurisdiction in Your own name, or in any other name, any term (including any non-trademark term), trademark, service mark, device, logo, slogan, trade dress, company name, corporate name, business name, trade name, social media name or handle, domain name, or any word or mark which in the view of ARM is confusingly similar to the ARM Trademarks whether or not there is a confusing similarity or a likelihood of confusing similarity; and which is dilutive of, tends to render generic, takes unfair advantage of, or is detrimental to the distinctive character or repute of the ARM Trademarks. For the avoidance of doubt, the above includes but is not limited to any term, word or acronym that incorporates the whole or part of any ARM Trademark.

6.6   Except as specifically licensed in accordance with Clause 6.1, You acquire no ownership, right, title, interest or goodwill in or associated with the ARM Trademarks arising from the operation of this License. In no event shall the licence granted in Clause 6.1 be construed as granting You, expressly or by implication, estoppel or

otherwise, a license to use any other ARM trademark except the ARM Trademarks. You hereby assign absolutely with full title guarantee any and all goodwill arising from the exploitation of the ARM Trademarks to ARM. Upon request, You shall, at ARM's expense, execute any documents required by the applicable laws of any jurisdiction for the purpose of confirming the assignment of any goodwill to ARM, which is owned by ARM exclusively.

6.7   You shall not do, or omit to do, or permit to be done, any act which may tend to allow the ARM Trademarks to become generic, or dilute or reduce the commercial value of the ARM Trademarks, including any reputation and goodwill associated with the ARM Trademarks.

6.8   If You becomes aware of any infringement of the ARM Trademarks, including any passing off or unfair competition, or of any application to register a trademark which may conflict with or be confused with the ARM Trademarks, You shall promptly notify ARM in writing specifying the particulars of such infringement, passing off, unfair competition or application, as the case may be.

Partner Trademarks
6.9   You hereby grant to ARM a non-transferable (subject to Clause 10.1), non-exclusive, royalty-free, world-wide license to use the Partner Trademarks in connection with fulfilling its obligations under this License.

6.10   Upon request from You, ARM shall submit samples of documentation, packaging, and promotional or advertising materials bearing the Partner Trademarks to You. In the event that any documentation, packaging, promotional or advertising material is required to be amended by You, You shall notify ARM and ARM shall rectify such documentation, packaging, and promotional or advertising materials and cease using any such non-compliant materials as soon as reasonably possible after the date of Your notice and no later than sixty (60) days upon receipt of such notice.

6.11   ARM agrees to provide reasonable assistance to You in maintaining the validity of the Partner Trademarks. Upon Your request, ARM shall provide, free of charge, a reasonable number of samples of the use of the Partner Trademarks for the purpose of trademark registration or renewal. Upon request, ARM shall at Your expense execute any documents required by the applicable laws of any jurisdiction for the purpose of either or both registering and maintaining the Partner Trademarks.

6.12   ARM shall not adopt, use or attempt to register, in any jurisdiction, any term (including any non-trademark term), trademark, service mark, device or logo or any word or mark which in Your is confusingly similar to the Partner Trademarks or includes the whole of or any part of the Partner Trademarks, whether or not there is a confusing similarity or a likelihood of confusing similarity; and which is dilutive of, tends to render generic, takes unfair advantage of, or is detrimental to the distinctive character or repute of the Partner Trademarks. For the avoidance of doubt, the above includes but is not limited to any term, word or acronym that incorporates the whole or part of any Partner Trademark.

6.13   Except as specifically licensed in accordance with Clause 6.9, ARM acquires no ownership, right, title, interest or goodwill in or associated with the Partner Trademarks arising from the operation of this License. In no event shall the licence granted in Clause 6.9 be construed as granting ARM, expressly or by implication, estoppel or otherwise, a license to use any other Partner trademark except the Partner Trademarks. ARM hereby assigns absolutely with full title guarantee any and all goodwill arising from the exploitation of the Partner Trademarks to You. Upon request, ARM shall, at Your expense, execute any documents required by the applicable laws of any jurisdiction for the purpose of confirming the assignment of any goodwill to You, which is owned by You exclusively.

6.14   ARM shall use the Partner Trademarks, in accordance with the Partner Trademark Guidelines to be provided to ARM within five (5) days from Your initial download of the mbed TLS. You shall have the right to revise the Partner Trademark Guidelines. Any such revisions shall be effective with respect to printed materials and products to be produced or licensed after sixty (60) days from receipt of Your written notice specifying the revisions to ARM.

7.	Warranties

7.1   ALL DELIVERABLES, MBED TLS AND ARM CONFIDENTIAL INFORMATION PROVIDED UNDER THIS LICENSE ARE PROVIDED AS IS AND ARM MAKES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE UNDER THIS LICENSE.

7.2   You shall not knowingly give to ARM any Feedback that you have reason to believe is subject to any patent, copyright or other Intellectual Property claim or right of any third party other than Your Affiliates.

7.3   You hereby represent and warrant that You have the power to cause all Intellectual Property owned or controlled by You or Your Affiliates to be licensed as set forth in this License, including but not limited to that relating to Feedback.

8.	Limitation of Liability

8.1   EXCEPT IN RESPECT OF ANY BREACH OF CLAUSE 4 (CONFIDENTIALITY) FOR WHICH LIABILITY SHALL BE UNLIMITED, AS BETWEEN THE PARTIES IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS LICENSE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER SUCH DAMAGES ARE ALLEGED AS A RESULT OF TORTIOUS CONDUCT OR BREACH OF CONTRACT OR OTHERWISE EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES SHALL INCLUDE BUT SHALL NOT BE LIMITED TO THE COST OF REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OR USE OF DATA, INTERRUPTION OF BUSINESS OR OTHER ECONOMIC LOSS BUT NOTHING IN THIS CLAUSE SHALL OPERATE TO EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM EITHER PARTY'S NEGLIGENCE OR FRAUD.

8.2   NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, 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 THIS LICENSE SHALL NOT EXCEED FIFTY PER CENT OF THE SUMS PAID BY YOU TO ARM UNDER THIS LICENSE.

8.3   The provisions of this Clause 8 allocate the risks under this License between ARM and You, and ARM's pricing reflects this allocation of risk and the limitation of liability specified herein.

9.	Term and Termination

9.1   This License shall continue in force for the Term until the earlier of termination in accordance with the provisions of Clause 9.2 and expiry of the Term.

9.2   **Termination**
Without prejudice to any other right or remedy which may be available to either party, either party shall be entitled summarily to terminate this License by giving written notice to the other party if:

    (i)   the other party has committed a material breach of any of its obligations hereunder which is not capable of remedy; or

    (ii)   the other party has committed a material breach of any of its obligations hereunder which is capable of remedy but which has not been remedied within a period of thirty (30) days following receipt of written notice to do so; or

    (iii)   any circumstances arise which would entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order; or

    (iv)   the other party makes any voluntary arrangement with its creditors for the general settlement of its debts or becomes subject to an administration order; or

    (v)   the other party has an order made against it, or passes a resolution, for its winding-up (except for the purposes of amalgamation or reconstruction) or has a receiver or similar officer appointed over all or substantially all of its property or assets.

9.3   Unless otherwise agreed in writing by ARM, upon expiry or termination of this License the licenses granted to You under this License shall terminate and You shall, at ARM's option, either destroy or return to ARM any ARM Confidential Information, including any copies or derivatives (including any translation, modification, compilation, abridgement or other form in which the mbed TLS has been recast, transformed or adapted) thereof in Your possession, except with respect to the mbed TLS contained in a Partner Product that has been designed and completed prior to expiration or termination of this License (the "Surviving mbed TLS Right"). Upon request from ARM, You shall furnish to ARM a certificate signed by Your duly authorised representative, that to the best of his or her knowledge, information and belief, after due enquiry, You have complied with provisions of this Clause 9.

9.4   Upon expiry or termination of this License the provisions of Clauses 1, 2.1(iii) (solely with respect to the Surviving mbed TLS Right, 2.2 – 2.8, 4 (to the extent any obligation remains outstanding), 5, 7, 8, 9.3, 9.4 and 10 shall survive.

10.	**General**

10.1   You shall not assign or otherwise transfer this License or any of Your rights and obligations hereunder whether in whole or in part without the prior written consent of ARM.

10.2   Failure or delay by either party to enforce any provision of this License shall not be deemed a waiver of future enforcement of that or any other provision.

10.3   This License constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter. No amendment to, or modification of, this License shall be binding unless in writing and signed by a duly authorised representative of both parties.

10.4   All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the quote or purchase order, as the case may be. Any such notice may be delivered personally, by commercial overnight courier or facsimile transmission which shall be followed by a hard copy and shall be deemed to have been served if by hand when delivered, if by commercial overnight courier 48 hours after deposit with such courier, and if by facsimile transmission when dispatched.

10.5   Neither party shall be liable for any failure or delay in its performance under this License due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars, sabotage, third party industrial disputes and governments actions, which are beyond its reasonable control; provided that the delayed party: **(i)** gives the other party written notice of such cause promptly, and in any event within fourteen (14) days of discovery thereof; and **(ii)** uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Clause 10.5 shall be extended for a period equal to the duration of the cause.

10.6   You and ARM are independent parties. Neither company nor their employees, consultants, contractors or agents, are agents, employees or joint venturers of the other party, nor do they have the authority to bind the other party by contract or otherwise to any obligation. Neither party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

10.7   The provisions contained in each clause and sub-clause of this License shall be enforceable independently of each of the others and if a provision of this License is, or becomes, illegal, invalid or deemed unenforceable by any court or administrative body of competent jurisdiction it shall not affect the legality, validity or enforceability of any other provisions of this License. If any of these provisions is so held to be illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it legal, valid or enforceable.

10.8   The ARM technology, ARM Confidential Information and deliverables provided under this Agreement are subject to U.K., European Union, and U.S. export control laws, including the U.S. Export Administration Act and its associated regulations (hereafter collectively referred to as "Export Regulations"). You agree to comply fully with all such Export Regulations and You agree that You shall not, either directly or indirectly, export in breach of the Export Regulations, any ARM technology, ARM Confidential Information and deliverables, nor any direct products thereof (i) to any country, company or person subject to export restrictions or sanctions under the Export Regulations; or (ii) for any prohibited end use, which at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

The mbed TLS licensed under this License has a US export control classification of ECCN 5D002 and is authorized for License Exception TSU under Sections 740.13 of the U.S Export Administration Regulations ("EAR"). For additional information about the EAR or Your obligations under those regulations, please refer to the U.S. Bureau of Industry and Security's website at http://www.bis.doc.gov.

10.9   The mbed TLS provided under this License consist solely of commercial items. You shall be responsible for ensuring that any provision of the mbed TLS to the US Government in accordance with the terms of this License are provided with the rights and subject to restrictions described herein.

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

10.11   The validity, construction and performance of this License shall be governed by the laws of England.

Appendix 1

ARM Trademarks

Trademark	Registered/ Unregistered

Part A

ARM mbed [logo] Exhibit A	Unregistered

Part B

ARM [corporate logo] Exhibit B	Registered

Part C

ARM [word]	Registered
mbed [word]	Unregistered

Rules For Proper Trademark Use

1.   **On Product Packaging, Advertising and Promotional Materials, Technical Documentation and Websites**
1.1   ARM mbed logo (Exhibit A)
(a)   You **shall** apply the ARM Trademark identified in **Part A** in a prominent place to any mbed-enabled Partner Product and/or product packaging distributed under licence from ARM.
(b)   You **may** apply the ARM Trademark identified in **Part A** in a prominent place to any technical documentation for, or relating to any mbed-enabled Partner Product distributed under license from ARM.
(c)   You **may** apply the ARM Trademark identified in **Part A** to any advertising or promotional material for, or relating to, any mbed-enabled Partner Product distributed under license from ARM, or to the company ARM Limited.
(d)   You **may** apply the Trademark identified in **Part A** to the page(s) of Your website relating to any mbed-enabled Partner Product distributed under license from ARM.

1.2   ARM corporate logo (Exhibit B)
(a)   You **shall** apply the ARM Trademark identified in **Part B** in a prominent place to any mbed-enabled Partner Product and/or product packaging distributed under licence from ARM.
(b)   You **may** apply the ARM Trademark identified in **Part B** in a prominent place, to any   technical documentation for, or relating to, any mbed-enabled Partner Product distributed under license from ARM.
(c)   You **may** apply the ARM Trademark identified in **Part B** to any advertising or promotional material for, or relating to, any any mbed-enabled Partner Product distributed under license from ARM.
(d)   You **may** apply the ARM Trademark identified in **Part B** to the page(s) of Your website relating to any mbed-enabled Partner Product distributed under license from ARM.

1.3   You **shall** use either of the ARM Trademarks identified in **Parts A and B** to create a hyperlink between the primary page of Your website and ARM's corporate website at www.arm.com and/or mbed website at www.mbed.com.

1.4   Any use or application by You of the ARM Trademarks identified in this Appendix 1 shall be in accordance with; (i) the Logo Design Guide set out in this Appendix 1; and (ii) with the guidelines set forth in Clause 2 of this Appendix 1 and other accepted trademark use standards.

1.5   The ARM Trademarks identified in **Parts A and B** may only be used as logos and may **not** be incorporated into a body of text.

1.6   Other Trademarks
(a)   You **may** apply the ARM Trademarks identified in **Part C** to any mbed-enabled Partner Product and/or product packaging distributed under licence from ARM.
(b)   You **shall** apply the ARM Trademarks identified in **Part C** to any advertising material or   promotional, technical or other documentation relating to any mbed-enabled Partner Product distributed under licence from ARM.
(c)   You **may** apply the ARM Trademarks identified in **Part C** to the page(s) of Your website relating to any mbed-enabled Partner Product distributed under licence from ARM.

(d)   Any use of the ARM Trademarks identified in **Part C** by You shall be in accordance with the guidelines set forth in Clause 2 of this Appendix 1 and other accepted trademark use standards.

2.   Use Guidelines

2.1   You shall use the ARM Trademarks in accordance with ARM's trademark guidelines, which are   available   on ARM's corporate website at http://www.arm.com/about/trademarks/index.php. ARM may update these guidelines at any time.

Logo Design Guide

Exhibit A

Exhibit B

The logos shown in this Logo Design Guide are the current versions of the logos. In accordance with Clause 6.2 of this License, any ARM logo depicted above shall include any future version of such logo.

The logos must appear exactly as shown in this Logo Design Guide; the elements, proportions and relationships must not change. The logos are available in a suitable format from ARM to ensure the highest possible reproduction quality. However, should you need another format for a specific project, please contact ARM for advice.

Use an approved high resolution format of the logos to ensure the highest possible reproduction quality. Please contact ARM if you require the logos in a particular digital format. When produced in colour, the marks should be displayed in accordance with the following specified mixes:

	CMYK	RGB	Web
Dark Blue:	100, 0, 7, 30	18, 140, 171	0084A9
Light Blue:	72, 8, 7, 0	0, 177, 219	00B1DB

- Do not alter or deform the shape of the logos.

- Do not replace the logotype with a different typeface or attempt to mimic the logotype typeface.

- Do not use the logos or logotypes as elements in titles, headlines or text.

- Do not place competing visual elements (including but not limited to other trademarks) close to the logos.

- Do not set type near to the logos that could be construed as a corporate slogan or motto.