

License Terms

1. License Terms

These License Terms will take effect upon using the models made available by Würth Elektronik eiSos GmbH & Co. KG solely or jointly in libraries in the GitHub repository ("Models"). You hereby agree that these license terms are applicable to Models made available by Würth Elektronik eiSos in any form in the GitHub repository. By using the Models you accept these license terms. You agree to comply with all provisions under these license terms.

1.1. Limited License Grant

Würth Elektronik eiSos hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Models under the conditions that will be set forth in these license terms.

1.1.1 Allowed Uses

Under the conditions of these license terms you shall be allowed the following uses in relation to the Models:

You shall be allowed to download and save the Models to your device. You are not allowed to reverse engineer, decompile or disassemble the Models. No more extensive rights to use and exploit the Models are granted to you.

The Models contain different parts which you can use. The Models may also contain electrical simulation data. Your use of the Models concerning the different parts and the electrical simulation data shall consist of the following:

a) Footprint

In these license terms, the Footprint shall mean the model that refers to the two-dimensional pattern of copper, masks, and overlays that describe the area on the printed circuit boards ("PCB") where the physical component will be mounted. In regards to this

Footprint you shall be able to represent the physical component on the Footprint. You shall also change and/or modify the pattern on the Footprint to your liking. In deviating from our recommended Footprint, you are solely responsible for providing that the Footprint is valid and suitable for your purpose.

b) 3D Body

In these license terms, the 3D Body shall mean a model that refers to the three-dimensional representation of the physical component to be mounted on the PCB. In regards to this 3D Body you shall use the 3D Body to mount onto your PCB and represent it on the Footprint. You are not allowed to change and/or modify the 3D Body in any way, shape or form. You are not allowed to remove, alter or delete any mark, logo, or any other reference to Würth Elektronik eiSos GmbH & Co. KG as the rightful owner of the physical component from the 3D Body. Usage of the Würth Elektronik eiSos GmbH & Co. KG Logo or other trademarks are allowed solely for the purpose of using the Models in this context. Usage of the Würth Elektronik eiSos GmbH & Co. KG Logo or other trademarks in other contexts like, but not limited to, marketing purposes require a separate usage agreement and are not incorporated in these license terms.

c) Schematic

In these license terms, the Schematic shall mean the symbolic representation of an electronic circuit or component. In regards to the Schematic, you shall use the Schematic provided to you in the Models as is. You shall not deviate from the provided Schematic.

d) Electrical Simulation Data

In these license terms, electrical simulation data shall mean, for example but not limited to, parameters and data obtained from datasheets, measurement data, theoretical formulas and concepts, or any combination thereof, which attempt to replicate or predict the electrical behavior of components or circuits ("Electrical Simulation Data"). In regards to the Electrical Simulation Data, you shall use the Electrical Simulation Data provided to you in the Models as is. You shall not deviate from the provided Electrical Simulation Data.

e) Parameter Data

In these license terms, "Parameter Data" shall mean all informational data fields accompanying the Models which are used to describe the properties and characteristics of the component. Parameter Data is provided for component selection and informational purposes only. You are solely responsible for verifying the accuracy of Parameter Data. The Parameter Data shall not be expanded or altered in any way which deviates from the allowed specifications on the current valid datasheet.

1.2. Usage and Obligations

The responsibility for the applicability and use of the Models in a particular design is always solely within the authority of the user. Due to this fact, it is up to you to evaluate and investigate, where appropriate, and to decide whether the Models with their specific characteristics described in the specifications are valid and suitable for your respective application or not.

If you determine that the Models are valid and suitable for a particular design and you want to order the corresponding components, you acknowledge to minimize the risk of loss and harm to individuals and bear the risk for failure leading to personal injury or death due to your usage of the components. The components have been designed and developed for usage in general electronic equipment only. The components are not authorized for use in equipment where a higher safety standard and reliability standard is especially required or where a failure of the components is reasonably expected to cause severe personal injury or death, unless the parties have executed an agreement specifically governing such use. Moreover Würth Elektronik eiSos GmbH & Co. KG components are neither designed nor intended for use in areas such as military, aerospace, aviation, nuclear control, submarine, transportation (automotive control, train control, ship control), transportation signal, disaster prevention, medical, public information network etc. .Würth Elektronik eiSos GmbH & Co KG must be informed about the intent of such usage before the design-in stage. In addition, sufficient reliability evaluation checks for safety must be performed on every component which is used in electrical circuits that require high safety and reliability functions or performance. YOU SHALL INDEMNIFY WÜRTH ELEKTRONIK EISOS GMBH & CO. KG AGAINST ANY DAMAGES ARISING OUT OF THE USE OF THE COMPONENTS IN SUCH SAFETY-CRITICAL APPLICATIONS.

1.3. Simulation Data

The Models may contain Electrical Simulation Data which allow you to create electrical simulations. The Electrical Simulation Data is intended for skilled developers designing with the Models. You are solely responsible for a) ensuring the Model is appropriate for your application b) designing, validating and testing your application, and c) ensuring your application meets applicable standards and any other safety, security, regulatory or other requirements.

1.4. Ownership

The Models created and provided by Würth Elektronik eiSos GmbH & Co. KG are and will remain the exclusive property of Würth Elektronik eiSos GmbH & Co. KG. Nothing in these license terms is intended to grant any other licenses or other rights, in particular to name rights, as well as rights to patents, registered designs and/or trademarks as well as other industrial property rights, nor shall this agreement include an obligation to grant such rights.

1.5. Updates

Würth Elektronik eiSos GmbH & Co. KG assumes no responsibility for updating the Models, to keep information current or to ensure accuracy and completeness for any Models and or information. Accordingly, you should confirm the accuracy and completeness of all provided Models and information on our Website (www-we-online.de) before making any decision related to any Models or other matters.

1.6. Disclaimer of Warranty

THE MODELS ARE PROVIDED "AS IS". YOU ACKNOWLEDGE THAT WÜRTH ELEKTRONIK EISOS GMBH & CO. KG. MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATED TO, BUT NOT LIMITED TO THE NON-INFRINGEMENT OF THIRD PARTIES' INTELLECTUAL PROPERTY RIGHTS OR THE MERCHANTABILITY OR FITNESS FOR A PURPOSE OR USAGE. WÜRTH ELEKTRONIK EISOS DOES NOT WARRANT OR REPRESENT THAT ANY LICENSE, EITHER EXPRESS OR IMPLIED, IS GRANTED UNDER ANY PATENT RIGHT, COPYRIGHT, MASK WORK RIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT RELATING TO ANY COMBINATION, MACHINE, OR PROCESS IN WHICH THE WÜRTH

ELEKTRONIK EISOS GMBH & CO. KGs' MODELS ARE USED. INFORMATION PUBLISHED BY WÜRTH ELEKTRONIK EISOS GMBH & CO. KG. REGARDING THIRD-PARTY PRODUCTS OR SERVICES DOES NOT CONSTITUTE A LICENSE FROM WÜRTH ELEKTRONIK EISOS GMBH & CO. KG. TO USE SUCH PRODUCTS OR SERVICES OR A WARRANTY OR ENDORSEMENT THEREOF.

1.7. Limitation of Liability

Any liability not expressly provided by Würth Elektronik eiSos GmbH & Co. KG shall be disclaimed.

You agree to hold us harmless from any third-party claims related to your usage of the Models. Würth Elektronik eiSos GmbH & Co. KG disclaims any liability for any alteration or development created by you as well as for any combination with other models.

1.8. Applicable Law

Applicable law to these license terms shall be the laws of the Federal Republic of Germany.

1.9. Dispute Resolution

Any dispute, claim or controversy arising out of or relating to these license terms including, but not limited to, any breach, termination, enforcement, interpretation or validity thereof, the Partners shall first attempt to resolve such dispute in a confidential and amicable way.

In the event no settlement is reached within ninety (90) calendar days from the date of request for such negotiations the case shall be finally settled by conciliation referred to the Conciliation Office of the German Association of Law and Informatics e.V. (Deutsche Gesellschaft für Recht und Informatik e.V., hereinafter DGRI e.V.) in accordance with the Association's rules. The place of conciliation shall be in Frankfurt, Germany. The language of arbitration shall be English. Each Party shall appoint a conciliator and the appointed conciliator shall then jointly designate a third conciliator. The conciliation award is final and binding upon both Partners and shall be transformed into an arbitral award. Each Party bears its own costs.

Each Party may seek provisional measures from any court of competent jurisdiction, including without limitation provisional injunctive relief, provided that the final resolution of the dispute is through the conciliation proceeding.

The conciliation shall be confidential. The Partners agree that also the mere existence of an conciliation proceeding shall be kept confidential, except to the extent disclosure is required by law, regulation or an order of a competent court.

1.10. Severability Clause

If a provision of these license terms is or becomes invalid, unenforceable or null and void, this shall not affect the remaining provisions of the terms. The parties shall replace any such provisions with new valid provisions that most closely approximate the purpose of the terms. The above-mentioned provisions are also valid in the event that these license terms are determined to contain gaps.

1.11. Miscellaneous

Würth Elektronik eiSos GmbH & Co. KG reserves the right at any time to change these terms at its own discretion. It is your responsibility to check these terms for any updates before your use. Your continued use of the Models will be deemed as the acceptance of the change.