

Würth Elektronik eiSos GmbH & Co. KG
Wireless Connectivity
Max-Eyth-Straße 1
74638 Waldenburg



License terms for WE FeatherWing SDK

November 11, 2020

1 License terms

This License Terms will take effect upon the purchase and usage of the Würth Elektronik eiSos GmbH & Co. KG wireless connectivity products. You hereby agree that this license terms is applicable to the product and the incorporated software, firmware and source codes (collectively, "Software") made available by Würth Elektronik eiSos in any form, including but not limited to binary, executable or source code form.

The software included in any Würth Elektronik eiSos wireless connectivity product is purchased to you on the condition that you accept the terms and conditions of this license terms. You agree to comply with all provisions under this license terms.

1.1 Limited license

Würth Elektronik eiSos hereby grants you a limited, non-exclusive, non-transferable and royalty-free license to use the software and under the conditions that will be set forth in this license terms. You are free to use the provided Software only in connection with one of the products from Würth Elektronik eiSos to the extent described in this license terms. You are entitled to change or alter the source code for the sole purpose of creating an application embedding the Würth Elektronik eiSos wireless connectivity product. The transfer of the source code to third parties is allowed to the sole extent that the source code is used by such third parties in connection with our product or another hardware provided by Würth Elektronik eiSos under strict adherence of this license terms. Würth Elektronik eiSos will not assume any liability for the usage of the incorporated software and the source code. You are not entitled to transfer the source code in any form to third parties without prior written consent of Würth Elektronik eiSos.

You are not allowed to reproduce, translate, reverse engineer, decompile, disassemble or create derivative works of the incorporated Software and the source code in whole or in part. No more extensive rights to use and exploit the products are granted to you.

1.2 Usage and obligations

The responsibility for the applicability and use of the Würth Elektronik eiSos wireless connectivity product with the incorporated Firmware in a particular customer design is always solely within the authority of the customer. Due to this fact, it is up to you to evaluate and investigate, where appropriate, and to decide whether the device with the specific product characteristics described in the product specification is valid and suitable for your respective application or not.

You are responsible for using the Würth Elektronik eiSos wireless connectivity product with the incorporated Firmware in compliance with all applicable product liability and product safety laws. 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 product.

Würth Elektronik eiSos' products with the incorporated Firmware are not authorized for use in safety-critical applications, or where a failure of the product is reasonably expected to cause severe personal injury or death. Moreover, Würth Elektronik eiSos' products with the incorporated Firmware 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. You shall inform Würth Elektronik eiSos about the intent of such usage before

design-in stage. In certain customer applications requiring a very high level of safety and in which the malfunction or failure of an electronic component could endanger human life or health, you must ensure to have all necessary expertise in the safety and regulatory ramifications of your applications. You acknowledge and agree that you are solely responsible for all legal, regulatory and safety-related requirements concerning your products and any use of Würth Elektronik eiSos' products with the incorporated Firmware in such safety-critical applications, notwithstanding any applications-related information or support that may be provided by Würth Elektronik eiSos. YOU SHALL INDEMNIFY WÜRTH ELEKTRONIK EISOS AGAINST ANY DAMAGES ARISING OUT OF THE USE OF WÜRTH ELEKTRONIK EISOS' PRODUCTS WITH THE INCORPORATED FIRMWARE IN SUCH SAFETY-CRITICAL APPLICATIONS.

1.3 Ownership

The incorporated Firmware created by Würth Elektronik eiSos is and will remain the exclusive property of Würth Elektronik eiSos.

1.4 Firmware update(s)

You have the opportunity to request the current and actual Firmware for a bought wireless connectivity Product within the time of warranty. However, Würth Elektronik eiSos has no obligation to update a modules firmware in their production facilities, but can offer this as a service on request. The upload of firmware updates falls within your responsibility, e.g. via ACC or another software for firmware updates. Firmware updates will not be communicated automatically. It is within your responsibility to check the current version of a firmware in the latest version of the product manual on our website. The revision table in the product manual provides all necessary information about firmware updates. There is no right to be provided with binary files, so called "Firmware images", those could be flashed through JTAG, SWD, Spi-Bi-Wire, SPI or similar interfaces.

1.5 Disclaimer of warranty

THE FIRMWARE IS PROVIDED "AS IS". YOU ACKNOWLEDGE THAT WÜRTH ELEKTRONIK EISOS 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 YOUR INTENDED 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' PRODUCT WITH THE INCORPORATED FIRMWARE IS USED. INFORMATION PUBLISHED BY WÜRTH ELEKTRONIK EISOS REGARDING THIRD-PARTY PRODUCTS OR SERVICES DOES NOT CONSTITUTE A LICENSE FROM WÜRTH ELEKTRONIK EISOS TO USE SUCH PRODUCTS OR SERVICES OR A WARRANTY OR ENDORSEMENT THEREOF.

1.6 Limitation of liability

Any liability not expressly provided by Würth Elektronik eiSos shall be disclaimed.

You agree to hold us harmless from any third-party claims related to your usage of the Würth Elektronik eiSos' products with the incorporated Firmware, software and source code. Würth Elektronik eiSos disclaims any liability for any alteration, development created by you or your customers as well as for any combination with other products.

1.7 Applicable law and jurisdiction

Applicable law to this license terms shall be the laws of the Federal Republic of Germany. Any dispute, claim or controversy arising out of or relating to this license terms shall be resolved and finally settled by the court competent for the location of Würth Elektronik eiSos' registered office.

1.8 Severability clause

If a provision of this 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.

1.9 Miscellaneous

Würth Elektronik eiSos reserves the right at any time to change this terms at its own discretion. It is your responsibility to check at Würth Elektronik eiSos homepage for any updates. Your continued usage of the products will be deemed as the acceptance of the change.

We recommend you to be updated about the status of new firmware and software, which is available on our website or in our data sheet and manual, and to implement new software in your device where appropriate.

By ordering a wireless connectivity product, you accept this license terms in all terms.