

# Terms and Conditions of Supply for the Morello S1 Software Development Platform

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## 1. THESE TERMS

**1.1 What these terms cover.** These are the terms and conditions on which we supply software hardware and any associated documentation for the Morello S1 Software Development Platform (all components of which are referred to in these terms as “products”) to you. If you are ordering in your professional capacity as a representative of a company or organisation, the company or organisation will also be bound by these terms and you represent that you are authorised to accept these terms on behalf of such company or organisation.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information.

**1.3 UKRI recipients.** If you are a UKRI recipient, as defined in clause 16 below, then clause 16 shall apply and shall supersede any other conflicting terms and conditions set out in this document.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are Arm Limited (a company registered in England and Wales under company registration number 02557590 and with its UK registered office located at 110 Fulbourn Road, Cambridge, CB1 9NJ, UK, registered VAT number GB 636902822) and its group of companies (“Arm”). Your contract for the supply of the products that are detailed in the quotation, order confirmation, invoice or other order document to which these terms are attached will be with the Arm entity that is named on that cover document.

**2.2 How to contact us.** If you have any query concerning ordering or accessing a particular product, please contact your sales representative for the Arm product.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 “Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes email.

## 3. OUR CONTRACT WITH YOU

**3.1 Formation.** Our contract with you will come into existence either when we email an order confirmation to you (where applicable) or when you break the seal on the relevant product.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline or supply to a location you have specified.

**3.3 Overriding terms.** These terms shall NOT apply where you have entered into a separate written agreement with Arm in respect of your order. Where these terms apply, they shall apply to the exclusion of all other terms and conditions including any terms and conditions which you may purport to apply under any purchase order, confirmation of order or similar document, or to imply by trade custom or course of dealing, unless specifically agreed in writing by a duly authorised representative of Arm.

## 4. PRODUCTS

**4.1 Products may vary slightly from their pictures or descriptions.** The images and descriptions of the products on our website(s) are for illustrative purposes only. The products may vary slightly from those images and descriptions.

**4.2 License to software and documentation associated with the Morello S1 Software Development Platform** Subject to Arm’s acceptance of Your order pursuant to Clause 3.1, Arm grants to You a non-exclusive, non-transferable licence, solely for use on the hardware supplied as part of the Morello S1 Software Development Platform, the right to use and copy the software, firmware, and documentation delivered to You with the Morello S1 Software Development Platform (“Morello Software”) for the purpose of (i) internal development, testing and debugging of software applications; and (ii) prototyping hardware designs.

No right is granted to You to redistribute or sub-license the Morello Software.

**4.3 Third Party Terms** The Morello Software may contain open-source software, and the use of such open source software is expressly subject to the terms of the applicable license(s) for that open source software. Information about such open-source software and the applicable open-source license(s) accompanies the Morello Software.

**4.4 No warranty on Morello Software** The Morello Software is licensed “as is” and Arm expressly disclaims all representations, warranties, conditions or other terms, express, implied or statutory, including without limitation the implied warranties of

non-infringement, satisfactory quality and fitness for a particular purpose.

**4.5 Reverse Engineering** Except to the extent that such activity is permitted by applicable law, you shall not reverse engineer, decompile, disassemble or otherwise adapt or alter any of the products.

## 5. IF YOU WISH TO CHANGE YOUR ORDER

If you wish to make a change to your order, please contact us as described in clause 2.2 above and we will let you know if the change is possible.

## 6. OUR RIGHTS TO MAKE CHANGES

**6.1 Changes to our products.** We may change our products:

- (a) to reflect changes in relevant laws and regulatory requirements; or
- (b) to implement technical adjustments, updates or improvements.

**6.2 Updates to software products.** We may update or require you to update software products from time to time.

## 7. PROVIDING THE PRODUCTS

**7.1 Delivery costs.** In advance of placing your order, estimated costs of delivery (where applicable) are available on request. Please contact your sales representative for further information. Actual costs of delivery will be provided to you when you place your order for the products.

**7.2 When we will provide the products.** When you place your order for the products we will provide you with an estimated delivery date. We will deliver the products to you as soon as reasonably possible after the day on which your order is received.

**7.3 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our reasonable control then we will contact you to let you know and will take steps to minimise the effect of the delay.

**7.4 When you become responsible for the products.** Products will be your responsibility from the time of delivery, at which point risk of loss and damage will pass to you. Except as otherwise agreed in writing by Arm, delivery of a physical product (e.g. hardware) is deemed to have taken place when the physical product passes to the carrier at Arm’s premises.

**7.5 When you own the products.** You own a physical product once we have received payment in full, or where the product is provided free-of-charge, upon delivery. All software products supplied by Arm are licensed not sold, and except as expressly provided in this agreement (and/or any other applicable licence terms), you acquire no rights to any Arm software.

**7.6 What will happen if you do not give required information to us.** If you do not provide information requested by Arm within a reasonable time, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 below will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time after we ask for it.

**7.7 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product from time to time to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product (see clause 6 above).

**7.8 What to do if you cannot access a product.** Please contact us for further information if you are unable to access a product (see clause 2.2 above).

**7.9 We may also suspend supply of the products if you do not pay.** Where applicable, if you do not pay us for the products when you are supposed to (see clause 12.4), and you still do not make payment within thirty (30) days of a reminder, we may suspend supply of the products until you have paid us the outstanding amounts.

## 8. YOUR RIGHTS TO END THE CONTRACT

**8.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

**(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product updated or replaced or to get some or all of your money back), **see clause 11;**

**(b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**

**(c) If you are a consumer and have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any physical goods;

**(d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.**

**8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided. You may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our reasonable control;
- (c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of

more than five (5) days; or  
(d) you have a legal right to end the contract because of something we have done wrong.

**8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** If you are a consumer (i.e. an individual acting in a personal capacity and not in the course of a trade or profession), for most products bought online you have a legal right to change your mind within fourteen (14) days and receive a refund by contacting us (see clause 2.2), subject to the following provisions.

**8.4 When you don't have the right to change your mind.** Even if you are a consumer, you do not have a right to change your mind in respect of:

- (a) software products after you have started to download or access these; and
- (b) sealed computer software, once these products are unsealed after you receive them.

**8.5 How long do I have to change my mind?** How long you have to change your mind depends on what you have ordered and how it is delivered.

**(a) Have you bought software for download?** If so, you have fourteen (14) days after the day your order is confirmed, or, if earlier, until you start downloading the software.

**(b) Have you bought physical products (for example, hardware probes)?** If so, you have fourteen (14) days after the day you receive the products.

**8.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for physical products or software products is completed when the product is delivered or downloaded and (where applicable) paid for. If you want to end a contract before it is completed where we are not at fault and you have not exercising a right of cancellation, please contact us (see clause 2.2 above) and we will let you know what the options are in the particular circumstances.

## 9. HOW TO END YOUR CONTRACT WITH US

**9.1 Tell us you want to end the contract.** To end the contract with us, please contact us as described in clause 2.2.

**9.2 Returning products after ending the contract.** If you end the contract for any reason after physical products have been dispatched to you or you have received them, you must return them to us. If you are exercising your right to change your mind you must send off the products within fourteen (14) days of telling us that you wish to end the contract (unless otherwise agreed with us).

**9.3 When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an error in pricing or description, a delay in delivery due to events outside our reasonable control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind), you must pay the costs of return.

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**9.5 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.6 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) Where applicable, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then you will only be refunded what you would have paid for the cheaper delivery option.
- (c) Where the product is a subscription or ongoing service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

**9.7 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your consumer right to change your mind then:

- (a) If the products are physical goods and we have not offered to collect them, your refund will be made within fourteen (14) days from the day on which the product is received back from you or, if earlier, the day on which you provide evidence that you have returned the product. For information about how to return a product, see clause 9.2.
- (b) In all other cases, your refund will be made within fourteen (14) days of your telling us you have changed your mind.

**10. OUR RIGHTS TO END THE CONTRACT**

**10.1 We may end the contract if you break it.** We may end the contract for a product at any time by contacting you if:

- (a) you do not make any payment when it is due and you still do not make payment within thirty (30) days of a reminder that payment is due;

- (b) you do not, within a reasonable time, provide us with information that is necessary for us to provide the products; or
- (c) you fail to comply with these terms and conditions or (where applicable) the terms and conditions of any end user license agreement.

**10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**10.3 We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least one (1) month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 11. IF THERE IS A PROBLEM WITH THE PRODUCT

**11.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us as described in clause 2.2 above.

**11.2 Your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. If you are in the UK, for detailed information on your legal rights please visit the Citizens Advice website ([www.adviceguide.org.uk](http://www.adviceguide.org.uk)).

### 11.3 Warranties covering our physical products.

**For physical products (excluding any firmware or software supplied with or preloaded into the products), Arm warrants to you that (a) the product(s) shall be free from defects in materials and workmanship under normal use; and (b) the product(s) will perform substantially in accordance with any accompanying documentation for the period of (i) in respect of any third party power supplies and cables supplied by Arm and included with the product(s), ninety (90) days from your receipt of the product(s), or (ii) for other product items, twelve (12) months from the date of your receipt of the product(s) (together the "Warranty Period").** **Sole Remedy:** If your unit(s) of the product fail within the Warranty Period, then, subject to you first returning the defective unit(s) to Arm in accordance with the requirements set out below, Arm will, in Arm's sole discretion, either **repair or replace** your unit(s), in each case free of charge. **If Arm has agreed to repair your unit(s)** under this clause 11.3 (a), but has not repaired and despatched them within sixty (60) days of receipt from you, then at your request Arm will loan you a replacement unit or units for your temporary use until the repair is complete. You agree that any such loan shall be on a "sale or return" basis, meaning that you agree to buy the loaned unit(s) at the then current Arm "one-off" list price if, within thirty (30) days of Arm's despatch of the repaired unit(s) to you, Arm has not received the loaned unit(s) from you. Accordingly, Arm may invoice you for such non-returned units immediately after the end of such thirty (30) day period. **If Arm agrees to replace your unit(s)** under this clause 11.3 (a), Arm will endeavour to replace them from any existing stock Arm may have, subject to Arm's standard delivery lead-times applicable at that time. Any replacement unit(s) of the product will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. Subject to clause 13 (consumer rights), this clause 11.3 (a) sets out Arm's entire liability and your exclusive remedy under the limited warranty provided herein. **Procedures and time limits for warranty claims:** To make a claim under this clause 11.3 (a), you must (i) notify Arm of your claim in writing, and, before the end of the Warranty Period, provide proof of purchase of the unit(s) concerned from Arm or an Arm authorised reseller; (ii) ensure your defective unit(s) of the product are returned to Arm no later than thirty (30) days after such notification; and (iii) follow the procedure detailed below when returning defective products to Arm. Arm shall be entitled to reject any claims that do not comply with the requirements of this clause 11.3 (a). **Products out of warranty:** If a product fails outside the Warranty Period, then you may either; (i) order a new product; or (ii) return the product to Arm and, subject to availability of resources, Arm will provide you with a quotation for the repair of the failed product (if Arm in its sole discretion considers such repair to be commercially reasonable).

## 12. PRICE AND PAYMENT

**12.1 Where to find the price for the product.** The price payable for the product shall be the price set out in the quotation, order confirmation or invoice provided to you by Arm other applicable agreement in effect at the time of despatch. Unless otherwise specified, all prices are quoted exclusive of VAT and any other tax or duty.

**12.2 We will pass on changes in the rate of VAT or sales tax.** If the rate of VAT or sales tax changes between your order date and the date the product is supplied, we will adjust the rate of VAT or sales tax that you pay, unless you have already paid for the product in full before the change in the rate of VAT or sales tax takes effect.

**12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

**12.4 When you must pay and how you must pay.** Unless otherwise specified on the front of Arm's invoice, payment of each invoice shall be due and payable in full without any deduction or set-off within thirty (30) days of the date of invoice. No counterclaim by you may be set-off against any payment due under any contract without the prior written consent of Arm. Interest shall be payable on overdue accounts at the rate of five percent (5%) above the National Westminster PLC base

rate from time to time, running from the due date for payment thereof until receipt by Arm of the full amount, whether or not after judgment.

### **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

**13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

**13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.

**13.3** If defective software damages a device or digital content belonging to you, and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions, to have in place the minimum system requirements advised by us or to comply with these terms, guidance provided in any product documentation, or the terms of the applicable end user license agreement.

**13.4 We are not liable for business losses.** If you use the products for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **13A. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A COMPANY OR ORGANISATION**

**13A.1** Except as expressly provided in these terms, all warranties and conditions, express, implied and statutory, are hereby excluded to the fullest extent permitted by law.

**13A.2** In no event shall we be liable for any indirect, special, incidental or consequential damages, whether such damages are alleged as a result of tortious conduct (including negligence), or breach of contract or otherwise, even if advised of the possibility of such damages.

**13A.3** Our maximum liability to you in aggregate for all losses and all claims or suits made against us in contract, tort or otherwise under or in connection with the subject matter of these terms shall not exceed the total of sums paid by you to us under these terms during the twelve (12) month period preceding the event giving rise to a claim. The existence of more than one (1) claim or suit will not enlarge or extend the limit. You release Arm from all obligations, liability, claims or demands in excess of this limitation.

### **14. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**How we will use your personal information.** We will use the personal information you provide to us to supply the products to you. We will process your payment for the products and we will not receive your payment card information. We will store and use your personal information in accordance with our privacy policy from time to time, available at <http://www.arm.com/about/privacy.php> (or such webpage as may supersede or replace this).

### **15. OTHER IMPORTANT TERMS**

**15.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

**15.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**15.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**15.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses and paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses and paragraphs will remain in full force and effect.

**15.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, this will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

**15.6 Arm intellectual property rights and confidential information.** Arm shall retain all its rights, title and interest in any patents, design rights, rights in confidential information, trademarks, semi-conductor topography rights, copyright and rights in databases, whether registered or unregistered and all rights having similar or equivalent effect that subsist anywhere in the world. You acknowledge that the Arm products, and any and all other documentation and information provided to you by Arm during discussions about or in connection with the products (including these terms) contain trade secrets and confidential information of Arm ("Confidential Information"). You agree to maintain all such Confidential Information in confidence and apply security measures (such measures to be no less stringent than the measures which you apply (or should reasonably 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.

**15.7 Export requirements.** Arm Confidential Information, Arm technology and Arm products provided under this Agreement may be subject to U.K., European Union, and U.S. export control and sanctions laws and regulations, including the U.S. Export Administration Regulations ("EAR") (hereafter collectively referred to as "Export Regulations"). The Parties agree to comply fully with all applicable Export Regulations. LICENSEE agrees that it shall not, either directly or indirectly, export in breach of the Export Regulations any Arm Confidential Information, Arm technology or Arm products received under this Agreement, nor any direct products thereof: (i) to any country, company or person subject to export restrictions or sanctions under the applicable Export Regulations without required export authorization; or (ii) for any prohibited end use, including, without limitation, nuclear, chemical, or biological weapons proliferation, which at the time of export requires an export license or other governmental approval, without first obtaining such license or approval and without prior written approval from Arm. The specific export controls applicable to any Arm Confidential Information, Arm technology or Arm products is determined by the relevant ECCN. Arm will provide ECCNs for licensed products upon request to [tradecompliance@arm.com](mailto:tradecompliance@arm.com). Licensee is responsible for determining the jurisdiction and classification of the designs it creates using Arm Confidential Information, Arm technology or Arm products.

Arm Confidential Information, Arm technology and Arm products provided under this Agreement are dual-use, and are not listed on the UK Military List, nor are they subject to the International Traffic in Arms Regulations ("ITAR"), the 500/600 Series of the EAR or other military export control regimes. The Parties are prohibited from sharing ITAR-controlled technical data, 500/600 series-controlled technology, other export controlled military data, or any other data that might require an export license or other export authorization, without prior written consent from the other party. Further, Arm is expressly authorized to use non-U.S. citizens for the performance of this Agreement with the exception of nationals of Country Group E:1 and E:2 as listed in Supp. 1 to Part 740 of the EAR, which shall only be permitted in full compliance with all applicable laws.

**15.8 Which laws apply to this contract.** Except as set out below, these terms are governed by English law.

If your contract for the supply of products is with the Arm US entity, Arm Inc., these terms are governed by the law of the State of California, USA, except to the extent that you are placing an order for products in your capacity as an agency, contractor or instrumentality of the U.S. Government, in which case, these terms shall be governed by the US federal law of government contracting.

### **16. Special conditions relating to UKRI recipients (as defined below):**

**16.1** UKRI recipients are those recipients that receive the products from Arm in accordance with the Grant Funding Agreement between UK Research and Innovation ("UKRI") and Arm dated 5th November 2019 (as varied) and which are identified by UKRI and/or a UKRI appointed distributor from time to time to Arm.

**16.2** Clause 9.2 shall be amended so that either Arm and or UKRI may request that the products are recycled by you in the manner that they may determine by written notice to you at the end of the contract.

**16.3** UKRI recipients may not assign or transfer any rights under these terms to another person. Clause 15.2 shall not apply.

**16.4** UKRI reserves the right to request at any time that the UKRI recipient provides a written report outlining progress with the product, such report to be provided to UKRI within 30 working days of such request.

### **Please note:**

The development of the Morello S1 Software Development Platform was funded by the UK Government's Industrial Strategy Challenge Fund (ISCF) under the Digital Security by Design (DSbD) Programme delivered by UK Research and Innovation (UKRI), as part of the DSbD Technology Platform Prototype project (105694). Certain "capability essential IP" (namely, ideas essential to the creation of a contemporary CHERI capability system in architecture and microarchitecture) has been made available for use without restriction, please visit the following link for further details: <https://www.cl.cam.ac.uk/techreports/UCAM-CL-TR-953.html>.