

Software license agreement

Software license agreement

This software delivery contains various software that are subject to different license agreements. The terms and conditions of those license agreements are available below, as well as in the header files and documentation file accompanying this delivery.

(i) FOR THE SOFTWARE PROVIDED IN SOURCE AND IN OBJECT CODE : THE TERMS OF ST MYLIBERTY SOFTWARE LICENSE AGREEMENT (REPRODUCED BELOW);

(ii) FOR THE SOFTWARE WHICH CONTAINS OPEN SOURCE SOFTWARE: THE APPLICABLE OPEN SOURCE TERMS.OPEN SOURCE TERMS MEANS ANY OPEN SOURCE LICENSE THAT COMPLIES WITH THE OPEN SOURCE DEFINITION SPECIFIED AT WWW.OPENSOURCE.ORG AND ANY OTHER COMPARABLE OPEN SOURCE LICENSE SUCH AS FOR EXAMPLE GNU GENERAL PUBLIC LICENSE (GPL), ECLIPSE PUBLIC LICENSE (EPL), APACHE SOFTWARE LICENSE, BSD LICENSE AND MIT LICENSE. SUCH OPEN SOURCE SOFTWARE IS NOT SUBJECT TO THE TERMS OF THIS AGREEMENT TO THE EXTENT THE TERMS OF THIS AGREEMENT ARE IN CONFLICT WITH SUCH APPLICABLE OPEN SOURCE TERMS. EXCEPT FOR OPEN SOURCE SOFTWARE, YOU HAVE NO RIGHTS UNDER THIS AGREEMENT TO, AND MAY NOT UNDER ANY CIRCUMSTANCES USE THE SOFTWARE OR ANY PARTS THEREOF TO MAKE THEM SUBJECT TO ANY OPEN SOURCE TERMS. THESE ACTIONS INCLUDE BUT ARE NOT LIMITED TO COMBINING THE SOFTWARE BY MEANS OF INCORPORATION OR LINKING OR OTHERWISE;

(iii) FOR THE SOFTWARE WHICH CONTAINS THIRD PARTY INTELLECTUAL PROPERTY RIGHTS: THE APPLICABLE LICENSE TERMS FROM SUCH THIRD PARTY. LICENSEE ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT DOES NOT CONVEY A LICENSE TO ANY SUCH THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AND THAT LICENSEE IS RESPONSIBLE FOR ANY FEES OR ROYALTIES PAYABLE TO ANY THIRD PARTY BASED ON SUCH THIRD PARTY'S INTERESTS IN THE SOFTWARE. SUCH THIRD PARTY INTELLECTUAL PROPERTY RIGHTS ARE NOT SUBJECT TO THE TERMS OF THIS AGREEMENT TO THE EXTENT THE TERMS OF THIS AGREEMENT ARE IN CONFLICT WITH SUCH APPLICABLE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW OR BY INSTALLING, COPYING, DOWNLOADING OR OTHERWISE USING THE SOFTWARE IN THIS DELIVERY, YOU ACKNOWLEDGE THAT YOU HAVE READ THE VARIOUS LICENSE AGREEMENTS APPLICABLE TO EACH SOFTWARE IN THIS DELIVERY AND YOU AGREE TO BE BOUND BY THE TERMS OF THOSE LICENSES. IF YOU DO NOT AGREE WITH ANY CONDITION OF THOSE LICENSES, DO NOT INSTALL, DOWNLOAD, ACCESS OR USE THE SOFTWARE IN THIS DELIVERY.

ST MYLIBERTY SOFTWARE LICENSE AGREEMENT

By using this Licensed Software, You are agreeing to be bound by the terms and conditions of this License Agreement. Do not use the Licensed Software until You have read and agreed to the following terms and conditions. The use of the Licensed Software implies automatically the acceptance of the following terms and conditions.

DEFINITIONS

Licensed Software: means the enclosed SOFTWARE/FIRMWARE, EXAMPLES, PROJECT TEMPLATE and all the related documentation and design tools licensed and delivered in the form of object and/or source code as the case maybe.

Product: means Your and Your's end-users' product or system, and all the related documentation, that includes or incorporates the Licensed Software and provided further that such Licensed Software or derivative works of the Licensed Software execute solely and exclusively on microcontroller devices manufactured by or for ST or on a microcontroller manufactured by a third party that is used solely and exclusively in combination with an integrated circuit manufactured by or for ST ("ST Device").

LICENSE

STMicroelectronics ("ST") grants You a non-exclusive, worldwide, non-transferable (whether by assignment or otherwise unless expressly authorized by ST) non sub-licensable, revocable, royalty-free limited license of the Licensed Software to:

(i) make copies, prepare derivative works of the source code version of the Licensed Software for the sole and exclusive purpose of developing versions of such Licensed Software only for use within the Product;

(ii) make copies, prepare derivative works of the object code versions of the Licensed Software for the sole purpose of designing, developing and manufacturing the Products;

(iii) make copies, prepare derivative works of the documentation part of the Licensed Software (including non confidential comments from source code files if applicable), for the sole purpose of providing documentation for the Product and its usage;

(iv) make, have made, use, sell, offer to sell, import and export or otherwise distribute Products also through multiple tiers.

OWNERSHIP AND COPYRIGHT

Title to the Licensed Software, related documentation and all copies thereof remain with ST and/or its licensors. You may not remove the copyrights notices from the Licensed Software and to any copies of the Licensed Software. You agree to prevent any unauthorized copying of the Licensed Software and related documentation.

RESTRICTIONS

Unless otherwise explicitly stated in this Agreement, You may not sell, assign, sublicense, lease, rent or otherwise distribute the Licensed Software for commercial purposes, in whole or in part. You acknowledge and agree that any use, adaptation, translation or transcription of the Licensed Software or any portion or derivative thereof, for use with (i) product that does not include ST Device and/or (ii) with device, having similar functionalities to ST Devices, manufactured by or for an entity other than ST, is a material breach of this Agreement and requires a separate license from ST. No source code relating to and/or based upon Licensed Software is to be made available or sub-licensed by You unless expressly permitted under the Section "License". You acknowledge and agree that the protection of the source code of the Licensed Software warrants the imposition of reasonable security precautions. In the event ST demonstrates to You a reasonable belief that the source code of the Licensed Software has been used or distributed in violation of this Agreement, ST may, by written notification, request certification as to whether such unauthorized use or distribution has occurred. You shall cooperate and assist ST in its determination of whether there has been unauthorized use or distribution of the source code of the Licensed Software and will take appropriate steps to remedy any unauthorized use or distribution.

NO WARRANTY

The Licensed Software is provided "as is" and "with all faults" without warranty of any kind expressed or implied. ST and its licensors expressly disclaim all warranties, expressed, implied or otherwise,

including without limitation, warranties of merchantability, fitness for a particular purpose and noninfringement of intellectual property rights. ST does not warrant that the use in whole or in part of the Licensed Software will be interrupted or error free, will meet your requirements, or will operate with the combination of hardware and software selected by You. You are responsible for determining whether the Licensed Software will be suitable for your intended use or application or will achieve your intended results. ST will not be liable to You and/or to any third party for the derivative works of the Licensed Software developed by You. ST has not authorised anyone to make any representation or warranty for the Licensed Software, and any technical, applications or design information or advice, quality characterization, reliability data or other services provided by ST shall not constitute any representation or warranty by ST or alter this disclaimer or warranty, and in no additional obligations or liabilities shall arise from ST's providing such information or services. ST does not assume or authorize any other person to assume for it any other liability in connection with its Licensed Software. Nothing contained in this Agreement will be construed as :

(i) a warranty or representation by ST to maintain production of any ST device or other hardware or software with which the Licensed Software may be used or to otherwise maintain or support the Licensed Software in any manner; and

(ii) a commitment from ST and/or its licensors to bring or prosecute actions or suits against third parties for infringement of any of the rights licensed hereby, or conferring any rights to bring or prosecute actions or suits against third parties for infringement. However, ST has the right to terminate this Agreement immediately upon receiving notice of any claim, suit or proceeding that alleges that the Licensed Software or your use or distribution of the Licensed Software infringes any third party intellectual property rights.

All other warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

LIMITATION OF LIABILITIES

In no event ST or its licensors shall be liable to You or any third party for any indirect, special, consequential, incidental, punitive damages or other damages (including but not limited to, the cost of labour, re-qualification, delay, loss of profits, loss of revenues, loss of data, costs of procurement of substitute goods or services or the like) whether based on contract, tort, or any other legal theory, relating to or in connection with the Licensed Software, the documentation or this Agreement, even if ST has been advised of the possibility of such damages. In no event shall ST's liability to You or any third party under this Agreement, including any claim with respect of any third party intellectual property rights, for any cause of action exceed 100 US\$. This section does not apply to the extent prohibited by law. For the purposes of this section, any liability of ST shall be treated in the aggregate.

TERMINATION

ST may terminate this License Agreement license at any time if You are in material breach of any of its terms and conditions and You have failed to cure such breach within 30 (thirty) days upon occurrence of such breach. Upon termination, You will immediately destroy or return all copies of the Licensed Software and documentation to ST. After termination, You will be entitled to use the Licensed Software used into Products that include ST Device manufactured by or for ST, purchased by You before the date of the breach.

APPLICABLE LAW AND JURISDICTION

In case of dispute and in the absence of an amicable settlement, the only competent jurisdiction shall be the Courts of Geneva, Switzerland. The applicable law shall be the law of Switzerland.

SEVERABILITY

If any provision of this agreement is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this agreement shall be affected thereby, and the remaining provisions of this

agreement shall continue with the same force and effect as if such unenforceable or invalid provisions had not been inserted in this Agreement.

WAIVER

The waiver by either party of any breach of any provisions of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

ASSIGNMENT

This Agreement may not be assigned by You, nor any of Your rights or obligations hereunder, to any third party without prior written consent of the other party (which shall not be unreasonably withheld). In the event that this Agreement is assigned effectively to a third party, this Agreement shall bind upon successors and assigns of the parties hereto.

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties. Neither Party has the authority or power to bind, to contract in the name of or to create a liability for the other in any way or for any purpose.

Revision history

Table 1: Document revision history

| Date | Version | Changes |
|-------------|---------|------------------|
| 24-Aug-2016 | 1 | Initial release. |