SEGGER's Commercial-use License (CUL) Agreement

November 4th 2022

This is a legal agreement between "you" (either as an individual or a single entity) and SEGGER Microcontroller GmbH ("SEGGER") for the SEGGER software product this license agreement is distributed with ("Software"). By using the Software for commercial use (as defined by the SEGGER's Friendly License (SFL) [https://www.segger.com/license-sfl]), you agree to be bound by the terms of this agreement. All IP rights, title and interest in the Software is and shall at all times remain with SEGGER.

LICENSE GRANT

Subject to the payment of the applicable license fee, SEGGER grants to you a personal, non-exclusive license to install and use the Software. The use of the Software is limited to the specific license model purchased and the target architecture as specified by SEGGER.

Site License

A Site License entitles you, as a single legal entity, to designate an unlimited number of persons employed by you and working in facilities located within one city or within a range of 20 miles (whichever is greater) to use the Software in connection with the development and creation of your Products. The city is defined in the PO and related order confirmation.

RESTRICTIONS

1. You may not:
(a) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software,

(b) sell, rent, lease, sublicense, or otherwise transfer rights in the Software,

(c) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or label in the Software,

(d) redistribute or encumber the Software without prior written authorisation from SEGGER.

2. The Software may include source code which you may use for and with the Software only.

Such source code is marked in the header comment or a corresponding document (e.g. LICENSE.md).

You may not:

(a) use the source code or parts of it outside of the intended use in the Software,

(b) use the source code or the output (object code) generated from it without a valid license for the Software.

3. Without prejudice to any other rights, SEGGER may terminate this agreement if you fail to comply with foregoing restrictions.

WARRANTY AND LIABILITY

SEGGER warrants that, for 12 months from the date of the initial shipment of the Software or, where applicable, the shipment date of the related activation key, to you (the "Warranty Period"), the Software shall operate substantially in accordance with the published functional specifications in effect at the time of shipment. If, during the Warranty Period the Software is found to be defective, SEGGER will use its reasonable efforts to correct the deviation within a reasonable time after notification from you. The entire liability of SEGGER, and its suppliers and your exclusive remedy shall be, at the option of SEGGER, either to return the price paid to SEGGER or to replace the Software (a maximum of 3 replacements). The warranty set forth in this section is the only warranty made by SEGGER and SEGGER expressly disclaims all other warranties whether express or implied including, without limitation, warranties of merchantability and fitness for a particular purpose and non-infringement.

In developing the Software SEGGER attempted to offer the most current, correct and clearly expressed information possible. Nonetheless, errors may occur and SEGGER does not warrant that the Software is free from bugs, errors, or other program limitations. If, during the Warranty Period, a defect appears in the Software, you shall notify SEGGER. To correct the deviation you must give detailed information about the error and the target application. SEGGER makes no representation and provides no warranty or guarantee that the Software will be suited to Your particular needs or use. Except to the extent prohibited by applicable law, in no event shall SEGGER nor any of its distributors or affiliates be liable to you for any direct, indirect, punitive, special, incidental or consequential damages, including lost profits, business interruption and like damages, even if advised of the possibility of such losses or damages. The total monetary liability of SEGGER shall be limited to the amount actually paid by you for the Software License.

3RD-PARTY SOFTWARE AND LICENSES

More information about 3rd-party components, if any, included in the Software and the licenses that these components are under can be found in the file doc/license/3rd-party.txt after installation of the Software.

MISCELLANEOUS

(a) This agreement shall be governed by the laws of the Federal Republic of Germany (with the exception of its rules on conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods -CISG). This agreement constitutes the

entire agreement between the parties concerning the subject matter hereof.

(b) If any provision in this agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this agreement if no such modification is possible, and other provisions of this agreement shall remain in full force and effect. This agreement may be changed only by an amendment in writing, signed by both parties.
(c) If any SEGGER professional services are being provided, then such professional services are provided pursuant to the terms of a separate agreement.