



CMSIS-SVD License Terms ("Agreement")

FREESCALE SEMICONDUCTOR, INC., ("LICENSOR") hereby grants and you ("LICENSEE") hereby accept a non transferable, non-exclusive license to use and copy the deliverables ("Deliverables") solely for the purpose of; (i) developing LICENSEE's development tools and distributing such development tools to third parties; (ii) generating derivative representations of the Deliverables to develop and debug software for LICENSOR's targeted devices or device series identified within the Deliverables (together "Purpose") under the following terms and conditions:

- Ownership.** The Deliverables are the property of LICENSOR. LICENSEE acquires no right, title or interest in the Deliverables other than the license rights granted herein.
- Use.** LICENSEE shall only be permitted to use the Deliverables for the Purpose. LICENSEE shall not reverse engineer, decompile or disassemble the Deliverables, in whole or in part.
- Copies.** All copies of the Deliverables must bear the same notice(s) contained on the original copies of the Deliverables.
- No Warranty.** THE DELIVERABLES ARE PROVIDED "AS IS" AND ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.
- Early Access.** In the event that LICENSEE receives early access to the Deliverables, LICENSEE acknowledges and agrees that; (a) notwithstanding the license grants above, LICENSEE shall only be permitted to use the Deliverables solely internally for evaluation and providing feedback to LICENSOR; (b) except with respect to the limited license grants in 5(a), LICENSEE shall be subject to all of the terms and conditions set out above; and (c) the Deliverables are confidential information and LICENSEE shall maintain in confidence the Deliverables and apply security measures no less stringent than the measures that LICENSEE applies to its own like information, but not less than a reasonable degree of care, to prevent unauthorized disclosure and use of the Deliverables.
- Copyright.** The Deliverables are licensed to LICENSEE, not sold. LICENSOR owns the Deliverables, and United States copyright laws and international treaty provisions protect the Deliverables. LICENSEE agrees to treat the Deliverables like any other copyrighted material (e.g. a book or musical recording). LICENSEE may not use or copy the Deliverables for any other purpose than for the Purpose. Except as expressly provided herein, LICENSOR does not grant to LICENSEE any express or implied rights under any of LICENSOR's or third party patents, copyrights, trademarks, or trade secrets.
- Support.** LICENSOR is NOT obligated to provide any support, upgrades or new releases of the Deliverables. If LICENSEE wishes to, LICENSEE may contact LICENSOR and report problems and provide suggestions regarding the Deliverables. LICENSOR has no obligation whatsoever to respond in any way to such a problem report or suggestion. LICENSOR may make changes to the Deliverables at any time.
- LIMITATION OF LIABILITY.** IN NO EVENT WILL LICENSOR BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOST PROFITS, SAVINGS, OR REVENUES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY WILL IN ANY EVENT AND UNDER ANY THEORY OF RECOVERY BE LIMITED TO THE TOTAL AMOUNT RECEIVED BY FREESCALE UNDER THIS AGREEMENT.

LICENSEE EXPRESSLY ASSUMES ALL LIABILITIES AND RISKS, FOR USE OR OPERATION OF THE DELIVERABLES.
- Entire Agreement.** This Agreement constitutes the entire agreement between LICENSEE and LICENSOR regarding the subject matter of this Agreement, and supersedes all prior communications, negotiations, understandings, agreements or representations, either written or oral, if any. This Agreement may only be amended in written form, executed by LICENSEE and LICENSOR.
- Severability.** If any provision of this Agreement is held for any reason to be invalid or unenforceable, then the remaining provisions of this Agreement will be unimpaired and, unless a modification or replacement of the invalid or unenforceable provision is further held to deprive LICENSEE or LICENSOR of a material benefit, in which case the Agreement will immediately terminate, the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the intention underlying the invalid or unenforceable provision.
- No Waiver.** The waiver by LICENSOR of any breach of any provision of this Agreement will not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.