

## **END USER LICENCE AGREEMENT FOR SECURE MONITOR EXAMPLE CODE (ARMv8-A)**

**THIS END USER LICENCE AGREEMENT ("LICENCE") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER A SINGLE INDIVIDUAL, OR SINGLE LEGAL ENTITY) ("YOU") AND ARM LIMITED ("ARM") FOR THE USE OF THE SOFTWARE ACCOMPANYING THIS LICENCE. ARM IS ONLY WILLING TO LICENSE THE SOFTWARE TO YOU ON CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS LICENCE. BY CLICKING "I AGREE" OR BY INSTALLING OR OTHERWISE USING OR COPYING THE SOFTWARE YOU INDICATE THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS LICENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, ARM IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT INSTALL, USE OR COPY THE SOFTWARE, AND YOU SHOULD PROMPTLY RETURN THE SOFTWARE TO YOUR SUPPLIER.**

**"ARMv8-A Architecture" means ARM's proprietary ARMv8-A application architecture profile associated with a 64-bit execution model, instruction set, exception model, memory model and debug support.**

**"ARM Compliant Product" means an integrated circuit which incorporates technology licensed from ARM and may or may not include a CPU provided that where such integrated circuit incorporates a CPU then such CPU is either: (i) a CPU manufactured under licence from ARM; or (ii) a CPU other than a CPU manufactured under licence from ARM, provided that such CPU is not: (a) substantially compliant with the ARM instruction sets licensed by ARM from time to time; or (b) marketed as being compliant with the ARM instruction sets licensed by ARM from time to time.**

**"SMC Software Implementation" means Your implementation of the Software for use in a Trusted Execution Environment using an ARM Compliant Product compatible with the ARMv8-A Architecture.**

**"Software" means the source code of the secure monitor example code and all accompanying software, example application code and data, and any updates, patches and modifications ARM may make available to You under the terms of this Licence.**

**"Trusted Execution Environment" means a application processor based security solution that provides a separate execution environment for use by one or more trusted applications.**

### **1. LICENCE GRANTS.**

**ARM hereby grants to You, subject to the terms and conditions of this Licence, a revocable, non-exclusive, non-transferable, perpetual, worldwide licence, to use, copy and modify the Software solely for:**

(i) internal use of the source code of the Software solely for development by You of the SMC Software Implementation for execution on ARM Compliant Products compatible with the ARMv8-A Architecture; and

(ii) distribution of the SMC Software Implementation created under Clause 1(i) in binary form only to the public for execution on ARM Compliant Products compatible with the ARMv8-A Architecture.

## **2. RESTRICTIONS ON USE OF THE SOFTWARE.**

**PERMITTED USERS:** The Software may be used only by Your employees, employees of Your wholly-owned subsidiaries, Your contractors and contractors of Your wholly owned subsidiaries, provided that such contractors access the Software using Your IT systems. You hereby agree to be liable to ARM for the acts and omissions of Your wholly owned subsidiaries, Your contractors and contractors of Your wholly-owned subsidiaries. Only contractors who access the Software using Your IT systems are permitted to use the Software. Except as expressly permitted by this Clause, You shall not allow third parties to use the Software unless ARM specifically agrees otherwise with You on a case-by-case basis.

**REMOTE USE:** The Software shall only be used onsite at Your premises, except when used offsite by an employee (but not a contractor) of Yours, on a portable computer, in accordance with the paragraph above, as part of his or her normal work activities, and only for Your benefit.

**RESULTS:** You shall treat all results of Your use of the Software, including but not limited to benchmarking data, ("Results"), as confidential information in accordance with Clause 4 below and you shall not disclose such Results to any third party without ARM's express written consent. Notwithstanding the foregoing, ARM agrees not to withhold consent for reasonable requests to make such disclosures, provided that such disclosures are under appropriate confidentiality obligations.

**COPYING:** You shall not use or copy the Software except as expressly authorised in this Licence. You may make one additional copy of the delivered Software media or image for backup or archival purposes.

**COPYRIGHT AND RESERVATION OF RIGHTS:** The Software is owned by ARM or its licensors and is protected by copyright and other intellectual property laws and international treaties. The Software is licensed not sold. You acquire no rights to the Software other than as expressly provided by this Licence. You shall not remove from the Software any copyright notice or other notice and shall ensure that any such notice is reproduced in any copies of the whole or any part of the Software made by You or other permitted users.

## **3. SUPPORT AND MAINTENANCE.**

ARM is not under an obligation to provide support and maintenance, but it may do so at its own discretion.

#### **4. CONFIDENTIALITY.**

You acknowledge that the source code of the Software, any information exchanged in the provision of support and related information contain trade secrets and confidential material, and You agree to maintain them in confidence and apply security measures no less stringent than the measures which You apply to protect Your own like information, but not less than a reasonable degree of care, to prevent their unauthorised disclosure and use. You agree that You shall not use any such information other than for the purpose permitted under the licences granted in this Licence. Subject to any restrictions imposed by applicable law, the period of confidentiality shall be twenty (20) years from the date of disclosure.

The provisions of this Clause 4 shall not apply to information which: (i) is known to and has been reduced to tangible form by the receiving party prior to its receipt provided that such information is not already subject to any obligations of confidentiality; or (ii) is in the public domain at the time of receipt or later becomes part of the public domain without breach of the confidentiality obligations in this Licence; or (iii) is received from a third party without any breach of any obligation of confidentiality in respect of such information provided that such information is not subject to any continuing obligations of confidentiality.

#### **5. NO WARRANTIES.**

YOU AGREE THAT THE SOFTWARE IS LICENSED "AS IS", AND THAT ARM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

YOU EXPRESSLY ASSUME ALL LIABILITIES AND RISKS, FOR USE OR OPERATION OF SOFTWARE APPLICATIONS, INCLUDING WITHOUT LIMITATION, SOFTWARE APPLICATIONS DESIGNED OR INTENDED FOR MISSION CRITICAL APPLICATIONS, INCLUDING, BUT NOT LIMITED TO, PACEMAKERS, WEAPONRY, AIRCRAFT NAVIGATION, FACTORY CONTROL SYSTEMS, ETC. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

#### **6. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ARM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF THE USE OR INABILITY TO

**USE THE SOFTWARE WHETHER BASED ON A CLAIM UNDER CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ARM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**ARM does not seek to limit or exclude liability for death or personal injury arising from ARM's negligence or ARM's fraud and because some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages the above limitation relating to liability for consequential damages may not apply to You.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENCE, THE MAXIMUM LIABILITY OF ARM TO YOU IN AGGREGATE FOR ALL CLAIMS MADE AGAINST ARM IN CONTRACT TORT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS LICENCE SHALL NOT EXCEED THE GREATER OF: (I) THE TOTAL OF SUMS PAID BY YOU TO ARM (IF ANY) FOR THIS LICENCE; OR (II) \$10.00 USD. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THE LIMIT.**

#### **7. U.S. GOVERNMENT END USERS.**

**US Government Restrictions: Use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the terms of this Licence.**

#### **8. TERM AND TERMINATION.**

**This Licence shall remain in force until terminated by You, or by ARM. Without prejudice to any of its other rights if You are in breach of any of the terms and conditions of this Licence then ARM may terminate this Licence immediately upon giving written notice to You. You may terminate this Licence at any time. Upon termination of this Licence by You or by ARM, You shall stop using the Software and confidential information and destroy all copies of the Software and confidential information in Your possession. The provisions of clauses 4, 5, 6, 7, 8, and 9 shall survive termination of this Licence.**

#### **9. GENERAL.**

**This Licence is governed by English Law. Except where ARM agrees otherwise in: (i) a written contract signed by You and ARM; or (ii) a written contract provided by ARM and accepted by You, this is the only agreement between You and ARM relating to the Software and it may only be modified by written agreement between You and ARM. Except as expressly agreed in writing, this Licence may not be modified by purchase orders, advertising or other representation by any person. If any clause or sentence in this Licence is held by a court of law to be illegal or unenforceable the remaining provisions of this Licence shall not be affected thereby. The failure by ARM to enforce any of the provisions of this Licence, unless waived in writing, shall not constitute a waiver of ARM's rights to enforce such provision or any other provision of this Licence in the future.**

**The Software provided under this Licence is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree to comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that the Software, is not: (1) exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to U.S.A. export restrictions or to any end user who has been prohibited from participating in the U.S.A. export transactions by any federal agency of the U.S.A. government; or (2) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.**

**ARM contract references: LES-PRE-20262 for Secure Monitor Example Code ARMv8A/end**