THIS LIMITED USE LICENCE AGREEMENT (“LICENCE”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER A SINGLE INDIVIDUAL, OR SINGLE LEGAL ENTITY) (“You” or “you” or “Your”) AND ARM LIMITED ("ARM") FOR THE PURPOSE. ARM IS ONLY WILLING TO PERFORM THE PURPOSE FOR YOU ON CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS LICENCE. BY PROVIDING THE APK FOR THE PURPOSE TO ARM 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 WILL NOT PERFORM THE PURPOSE FOR YOU AND YOU MAY NOT PROVIDE THE APK TO ARM FOR THE PURPOSE.

**NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:**

**1. Definitions**

* 1. “**Affiliate**” means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to Subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party to this LICENCE.
  2. “**APK”** means Android Application files running on ARM Technology.
  3. **“Assets”** means source code, compiled binaries such as APK, trace files or other representations of Your content running on ARM Technology.
  4. “**ARM Technology**” means technology owned or controlled by ARM and which is available for licensing to third parties.
  5. “**Confidential Information**” means: **(i)** the Assets submitted by You to ARM **(ii)** the ARM Technology, and derivatives thereof (including any translation, modification, compilation, abridgement or other form in which the ARM Technology has been recast, transformed or adapted) and any trade secrets relating to the ARM Technology; **(iii)** any information designated in writing by either party, by appropriate legend, as confidential; **(iv)** any information which if first disclosed orally, is identified as confidential at the time of disclosure and is thereafter reduced to writing for confirmation and sent to the other party within thirty (30) days after its oral disclosure and designated, by appropriate legend, as confidential; **(v)** the Results; and **(vi)** the terms and conditions of this Agreement.
  6. “**Feedback**” means all suggestions, comments, feedback, ideas, or know-how (whether in oral or written form) provided by either party to the other party under the terms of this Agreement regarding the ARM Technology and or the Assets.
  7. “**Intellectual Property**” means any patents, patent applications, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, unregistered design right and any other similar protected rights in any country to the extent recognised by any relevant jurisdiction as intellectual property, trade secrets and know-how.
  8. **“Purpose”** means ARM providing support to You in ARM’s sole discretion regarding the Assets, provided to ARM, running on ARM Technology.
  9. “**Results**” means any data resulting from the Purpose and all direct and indirect derivatives thereof.
  10. “**Subsidiary**” means any company the majority of whose voting shares is now or hereafter owned or controlled, directly or indirectly, by a party hereto. A company shall be a Subsidiary only for the period during which such control exists.
  11. “**Term**” means the period of thirty (30) days from the date You provide the APK to ARM.

**2. Licence**

1. You hereby grant ARM a perpetual, irrevocable, royalty free, non-exclusive, worldwide licence to use, copy and modify the Assets for the Purpose Only.
2. The providing party hereby grants to the receiving party and its Subsidiaries, under all of the providing party’s and its Affiliates’ (as applicable) Intellectual Property, a perpetual, irrevocable, royalty free, non-exclusive, worldwide licence to; **(i)** use, copy and modify the Feedback; **(ii)** sell, supply, or otherwise distribute the Feedback; **(iii)** design, have designed, manufacture, have manufactured, use, import, sell, and otherwise distribute and dispose of products that incorporate the Feedback; and **(iv)** sublicense (together with the rights to further sublicense) the rights granted in this Clause 2.2(ii) and (iii) to any third party.
3. Except as expressly licensed in Clause 2.2, the receiving party acquires no right, title or interest in the Feedback or any Intellectual Property therein. In no event shall the licences granted in Clause 2.2 be construed as granting the receiving party expressly or by implication, estoppel or otherwise, licences to any of the providing party’s technology other than the Feedback.
4. The providing party hereby represent and warrants that it has the power to cause all patents owned or controlled by it or its Affiliates to be licensed as set forth in this Agreement.
5. The providing party shall not knowingly give to the receiving party any Feedback it has reason to believe is subject to any patent, copyright or other Intellectual Property claim or right of any third party other than its Affiliates.

**Intercompany Matters**

1. Any termination of this Agreement in accordance with the provisions of this agreement shall be effective in respect of You and all your Subsidiaries. Any rights granted to any Subsidiary hereunder shall automatically terminate upon such Subsidiary ceasing to be a Subsidiary. If a Subsidiary is in breach of any of the terms of this Agreement, you shall hold harmless and indemnify ARM against all and any loss, liability, costs, damages, expenses (including the reasonable fees of lawyers and other professionals) suffered, as a result of or in connection with such breach.

**3. Confidentiality**

* 1. Except as expressly provided by Clauses 3.2 and 3.4, each party shall maintain in confidence the Confidential Information disclosed by the other party and the Results and apply security measures no less stringent than the measures that such party applies to its own like information, but not less than a reasonable degree of care, to prevent unauthorised disclosure and use of the Confidential Information. The period of confidentiality shall be indefinite with respect to each party’s Confidential Information.

**Permitted Disclosures**

* 1. Either party may disclose Confidential Information received from the other party in the following circumstances: (i) disclosure to third parties to the extent that the Confidential Information is required to be disclosed pursuant to a court order or as otherwise required by law, provided that the party required to make the disclosure promptly notifies the other party upon learning of such requirement and has given the other party a reasonable opportunity to contest or limit the scope of such required disclosure (including but not limited to making an application for a protective order); (ii) disclosure to nominated third parties under written authority from the original discloser of the Confidential Information; (iii) from time to time, ARM may disclose Your Confidential Information to Subsidiaries of ARM subject to the same terms and conditions of confidentiality as are set out in this Agreement; and (iv) disclosure to the receiving party’s legal counsel, accountants or professional advisors to the extent necessary for them to advise upon the interpretation or enforcement of this Agreement, provided that such counsel, accountants or professional advisors are bound by confidentiality obligations at least as protective as those contained in this Agreement.

**Restricted Use**

* 1. Each party agree that it shall not use any of the other party’s Confidential Information other than pursuant to and in accordance with the exercise of any of the licences granted under this Agreement. Without limiting the generality of the foregoing, You shall not use ARM’s Confidential Information: (i) for determining if any features, functions or processes provided by the ARM Technology or disclosed by the ARM Confidential Information are covered by any patents or patent applications owned by You or a third party; or (ii) for developing technology or products which avoid any of ARM’s Intellectual Property licensed hereunder; or (iii) as the basis for any patent application or as a reference for modifying existing patents or patent applications or creating any continuation, continuation in part, or extension of existing patents or patent applications; or (iv) for generating data for publication or disclosure to third parties, which compares the performance or functionality of the ARM Technology with any other products created by You or a third party, without obtaining ARM’s prior written consent.

**Excepted Information**

* 1. The provisions of this Clause 3 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 Agreement; 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.

**Feedback**

* 1. Feedback shall not be treated as confidential information by the receiving party and the receiving party shall be free to use, copy, disclose or otherwise distribute any Feedback to any third party or pursuant to any of the licences granted in Clause 2.1 without obligation or restriction of any kind.

**Restrictions**

3.6 You shall not use either or both the ARM Technology and the ARM Confidential Information as the basis for any patent application. To the extent that any claim in any patent application filed by You would not have been conceived by You but for You having had access to either or both the ARM Technology and the ARM Confidential Information, such claim shall be deemed to be Feedback and is hereby licensed to ARM in accordance with the provisions of Clause 2.1 above.

**4. Warranties**

* 1. ARM provides no warranties express, implied or statutory, including, without limitation, the implied warranties of merchantability, satisfactory quality, non infringement or fitness for a particular purpose with respect to the ARM Technology AND THE PURPOSE.
  2. YOU WARRANTS THAT IT HAS THE RIGHT TO PROVIDE THE APK TO ARM FOR THE PURPOSE.

**5. Limitation of Liability**

* 1. EXCEPT IN RESPECT OF BREACHES OF THE PROVISIONS OF CLAUSE 3 (CONFIDENTIALITY) AND CLAUSE 4.2 (WARRANTIES), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER SUCH DAMAGES ARE ALLEGED AS A RESULT OF TORTIOUS CONDUCT OR BREACH OF CONTRACT OR OTHERWISE EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, 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 THIS AGREEMENT SHALL NOT EXCEED THE TOTAL OF SUMS PAID, IF ANY, BY YOU TO ARM UNDER THIS AGREEMENT.
  3. Nothing in this Clause 5 shall operate to exclude liability for: (i) death or personal injury resulting from either party's negligence; or **(ii)** fraud.

**6. Term and Termination**

* 1. This Agreement shall commence when You provides the APK to ARM and continue in force until the earlier of termination in accordance with the provisions of Clause 6.2 and expiry of the Term.
  2. Without prejudice to any other right or remedy which may be available to it, either party shall be entitled to terminate this Agreement immediately by giving written notice to the other.
  3. Upon expiry or termination of this Agreement the provisions of Clauses 1, 2.1, 3, 4, 5, and 8 shall survive.

**8. General**

1. You shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of ARM.
2. Failure or delay by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
3. This Agreement constitutes the entire agreement between the parties with respect to the Purpose. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorised representative of both parties.
4. Neither party shall be liable for any failure or delay in its performance under this Agreement due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars, sabotage, third party industrial disputes and governments actions, which are beyond its reasonable control; provided that the delayed party: **(i)** gives the other party written notice of such cause promptly, and in any event within fourteen (14) days of discovery thereof; and **(ii)** uses its reasonable efforts to correct such failure or delay in its performance. The delayed party’s time for performance or cure under this Clause 8.4 shall be extended for a period equal to the duration of the cause.
5. ARM and You are independent parties. Neither company nor their employees, consultants, contractors or agents, are agents, employees or joint venturers of the other party, nor do they have the authority to bind the other party by contract or otherwise to any obligation. Neither party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.
6. The provisions contained in each clause and sub-clause of this Agreement shall be enforceable independently of each of the others and if a provision of this Agreement is, or becomes, illegal, invalid or deemed unenforceable by any court or administrative body of competent jurisdiction it shall not affect the legality, validity or enforceability of any other provisions of this Agreement. If any of these provisions is so held to be illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it legal, valid or enforceable.
7. The 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”). You agrees to comply fully with all applicable Export Regulations and You agrees that it shall not, either directly or indirectly, export in breach of the Export Regulations any 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 Laws without required export authorization; or (ii) for any prohibited end use, which at the time of export requires an export license or other governmental approval, without first obtaining such license or approval. The specific export controls applicable to an ARM Product is determined by the Product’s ECCN. ARM will provide ECCNs for licensed products upon request to [tradecompliance@arm.com](mailto:tradecompliance@arm.com). You are responsible for determining the jurisdiction and classification of the designs it creates using ARM Products.
8. Except as expressly stated in this Agreement, the Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing that Act shall not apply in relation to this Agreement or any agreement, arrangement, understanding, liability or obligation arising under or in connection with this Agreement and nothing in this Agreement shall confer on any third party the right to enforce any provision of this Agreement.
9. The validity, construction and performance of this Agreement shall be governed by English Law.