Terms and Conditions of Supply for the Morello S1 Software Development Platform

Arm document reference ID: 13033

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply software hardware and any associated documentation for the Morello S1 Software Development Platform (all components of which are referred to in these terms as “products”) to you. If you are ordering in your professional capacity as a representative of a company or organisation, the company or organisation will also be bound by these terms and you represent that you are authorised to accept these terms on behalf of such company or organisation.

1.2 Why you should read them.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information.

1.3 UKRI recipients.

If you are a UKRI recipient, as defined in clause 16 below, then clause 16 shall apply and shall supersede any other conflicting terms and conditions set out in this document.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Arm Limited (a company registered in England and Wales under company number 02657590 and with its UK registered office located at 110 Fullbourn Road, Cambridge, CB1 9NJ, UK, registered VAT number GB 636902822) and its group of companies (“Arm”). Your contract for the supply of the products that are detailed in the quotation, order confirmation, invoice or other order document to which these terms are attached will be with the Arm entity that is named on that cover document.

2.2 How to contact us.

If you have any query concerning ordering or accessing a particular product, please contact your sales representative for the Arm product.

2.3 How we may contact you.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 “Writing” includes emails.

When we use the words “writing” or “written” in these terms, this includes email.

3. OUR CONTRACT WITH YOU

3.1 Formation. Our contract with you will come into existence either when we email an order confirmation to you (where applicable) or when you break the seal on the products.

3.2 If we cannot accept your order.

If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we have identified after placing your order, because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline or supply to a location you have specified.

3.3 Overriding terms. These terms shall NOT apply where you have entered into a separate written agreement with Arm in respect of your order. Where these terms apply, they shall apply to the exclusion of all other terms and conditions including any terms and conditions which you may purport to apply under any purchase order, confirmation of order or similar document, or to imply by trade custom or course of dealing, unless specifically agreed in writing by a duly authorised representative of Arm.

4. PRODUCTS

4.1 Products may vary slightly from their pictures or descriptions.

The images and descriptions of the products on our website(s) are for illustrative purposes only. The products may vary slightly from those images and descriptions.

4.2 License to software and documentation associated with the Morello S1 Software Development Platform.

Subject to Arm’s acceptance of Your order pursuant to Clause 3.1, Arm grants to You a non-exclusive, non-transferable licence, solely for use on the hardware supplied as part of the Morello S1 Software Development Platform, the right to use and copy the software, firmware, and documentation delivered to You with the Morello S1 Software Development Platform (“Morello Software”) for the purpose of (i) development, testing and debugging of software applications; (ii) prototyping hardware designs; and (iii) research, education and training purposes.

No right is granted to You to redistribute or sub-license the Morello Software to any third party unless such third party agrees to be bound by these terms and conditions.

4.3 Third Party Terms.

The Morello Software may contain open-source software, and the use of such open source software is expressly subject to the terms of the applicable open source license(s) for that open source software. Information about such open-source software and the applicable open-source license(s) accompanies the Morello Software.

4.4 No warranty on Morello Software.

The Morello Software is licensed “as is” and Arm expressly disclaims all representations, warranties, conditions or other terms, express, implied or statutory, including without limitation the implied warranties of non-infringement, satisfactory quality and fitness for a particular purpose.

4.5 Reverse Engineering.

Except to the extent that such activity is permitted by applicable law or, in respect of open-source software components, the terms of the applicable open-source license(s), you shall not reverse engineer, decompile, disassemble or otherwise adapt or alter any of the products.

5. IF YOU WISH TO CHANGE YOUR ORDER

If you wish to make a change to your order, please contact us as described in clause 2.2 above and we will let you know if the change is possible.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Changes to our products.

We may change our products:

(a) to reflect changes in relevant laws and regulatory requirements; or

(b) to implement technical adjustments, updates or improvements.

6.2 To update software products. We may update or require you to update software products from time to time.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs.

In advance of placing your order, estimated costs of delivery (where applicable) are available on request. Please contact your sales representative for further information. Actual costs of delivery will be provided to you when you place your order for the products.

7.2 When we will provide the products.

When you place your order for the products we will provide you with an estimated delivery date. We will deliver the products to you as soon as reasonably possible after the day on which your order is received.

7.3 We are not responsible for delays outside our control.

If our supply of the products is delayed by an event outside our reasonable control then we will contact you to let you know and will take steps to minimise the effect of the delay.

7.4 When you become responsible for the products.

Products will be your responsibility from the time of delivery, at which point risk of loss and damage will pass to you. Except as otherwise provided in writing by Arm, delivery of a physical product (e.g. hardware) is deemed to have taken place when the physical product passes to the carrier at Arm’s premises.

7.5 When you own the products.

You own a physical product once we have received payment in full, or where the product is provided free-of-charge, upon delivery. All software products supplied by Arm are licensed not sold, and except as expressly provided in this agreement (and/or any other applicable licence terms), you acquire no rights in any Arm software.

7.6 What will happen if you do not give required information to us.

If you do not provide information requested by Arm within a reasonable time, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 below will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time after we ask for it.

7.7 Reasons we may suspend the supply of products to you.

We may suspend the supply of a product from time to time to:

(a) deal with technical problems or make minor technical changes;

(b) update the product to reflect changes in relevant laws and regulatory requirements;

(c) make changes to the product (see clause 6.2 above).

7.8 What to do if you cannot access a product.

Please contact us for further information as to how you can access the product.

7.9 We may also suspend supply of the products if you do not pay.

Where applicable, if you do not pay us for the products when you are supposed to (see clause 12.4), and you still do not make payment within thirty (30) days of a reminder, we may suspend supply of the products until you have paid us the outstanding amounts.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us.

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract.

(a) If you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product updated or replaced or to get some or all of your money back), (b) If you are a consumer and the contract for the sale of goods is something you entered into as a sale of goods contract (see clause 11.1).

(b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2.

(c) If something you have told us changes your mind about the product, see clause 8.3.

You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any physical goods.

(d) In all other cases (if it is not at fault and there is no right to change your mind), see clause 8.6.

8.2 Ending the contract because of something we have done or are going to do.

If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided. You may also be entitled to compensation. The reasons are:

(a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

1 of 3

4th February 2022
ID: 13033
10. We may end the contract if you break it. We may end the contract for a product at any time by contacting you if:
(a) you do not make any payment when it is due and you still do not make payment within thirty (30) days of a reminder that payment is due;
(b) you do not, within a reasonable time, provide us with information that is necessary for us to provide the products; or
(c) you fail to comply with any of your obligations under the contract (except for fault) and you have not exercising a right of cancellation, please

9.5 If there is a problem with the product

9.4.5 Deducting amounts from any refund you owe us. If your refund includes an amount payable to you for the delivery costs of the product, we may deduct from that refund (whether it is in cash or in kind)

9.2 Your legal rights. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. If you are in the UK, for detailed information on your legal rights please visit the Citizens Advice website (www.adviceguide.org.uk).

9.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us as described in clause 2.2 above.

9.3 Warranties covering our physical products.

8.4 In all other cases, your refund will be made within fourteen (14) days of your return of the products to us.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).

8.2 If you want to end the contract because we have told you of an error in pricing or description, and you are reasonable in your estimate of the extent of the error. It is always possible that, despite our care and attention, we may make an error or misdescription on the website.

8.1 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least one (1) month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

8. You have a legal right to change your mind if:
(a) you have bought software for download? If so, you have fourteen (14) days after the day you order is confirmed, or, if earlier, when you start downloading the software.
(b) you have bought physical products (for example, hardware probes)? If so, you have fourteen (14) days after the day you receive the products. Whether you have a legal right to change your mind depends on what you have ordered and how it is delivered.

7.5 Deductions from refunds if you are exercising your right to change your mind

7.4 If you want to change your mind, you must tell us in writing by doing one of the following:

7.3 You have a right to change your mind: but please note that this right is subject to the conditions set out in clause 7.2 above.

7.2 Making a withdrawal from the contract

6.5 You have a legal right to change your mind if:
(a) the products are faulty or mis-described;
(b) you are ending the contract for any reason after physical products have been dispatched to you or you have received them, you must return them to us. If you are exercising your right to change your mind you must send off the products within fourteen (14) days of receiving them.

6.4 Exercising your right to change your mind

6.3 The day on which the order is received by you or, if earlier, the day on which you provide evidence that you have received the order. For information about how to return a product, see clause 9.2.

6.2 Where applicable, we will charge the lower amount. If the product’s correct price at your order date is less than our stated price at your order date, we will charge the lower amount. In all other cases, your refund will be made within fourteen (14) days of your return of the products to us. If we refund the price you paid for the product in full before the change in the rate of VAT or sales tax takes effect.

6.1 Where there is a problem with the product

5.3 We will make any refunds due to you as soon as possible and within thirty (30) days of your returning the products. In each case for a period of more than five (5) days; or

5.2 You have a legal right to change your mind but the product is a pre-ordered product

5.1 You have a legal right to change your mind but the product is a digital product

4.1 Your rights to return goods are subject to the terms and conditions of any end user license agreement.

4.4 Exercising your right to change your mind

4.3 Exercising your right to change your mind

4.2 Change your mind

4. Consumer, you do not have a right to change your mind in respect of:
(a) software products after you have started to download or access these; and
(b) sealed computer software, once these products are unsealed after you receive them.

3.8 Exercising your right to change your mind

3.7 You may withdraw the product. If so, you have fourteen (14) days after the day you order is confirmed, or, if earlier, when you start downloading the software.

3.6 Exercising your right to change your mind

3.5 You have a legal right to change your mind if:
(a) the products are faulty or mis-described;
(b) you are exercising your right to change your mind you must send off the products within fourteen (14) days of receiving them.

2.7 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least one (1) month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

2.6 You have a legal right to change your mind if:
(a) the products are faulty or mis-described;
(b) you are ending the contract for any reason after physical products have been dispatched to you or you have received them, you must return them to us. If you are exercising your right to change your mind you must send off the products within fourteen (14) days of receiving them.

2.5 Exercising your right to change your mind

2.4 Exercising your right to change your mind

2.3 Exercising your right to change your mind

2.2 Change your mind

2. Consumer, you do not have a right to change your mind in respect of:
(a) software products after you have started to download or access these; and
(b) sealed computer software, once these products are unsealed after you receive them.

1. Change your mind

1.1 You have a legal right to change your mind if:
(a) the products are faulty or mis-described;
(b) you are exercising your right to change your mind you must send off the products within fourteen (14) days of receiving them.

1.0.8 You may end the contract if you break it. We may end the contract for a product at any time by contacting you if:
(a) you do not make any payment when it is due and you still do not make payment within thirty (30) days of a reminder that payment is due;
(b) you do not, within a reasonable time, provide us with information that is necessary for us to provide the products; or
(c) you fail to comply with any of your obligations under the contract (except for fault) and you have not exercising a right of cancellation, please

1.0.7 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least one (1) month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

1.0.6 You have a legal right to change your mind but the product is a pre-ordered product

1.0.5 You have a legal right to change your mind but the product is a digital product

1.0.4 Exercising your right to change your mind

1.0.3 Exercising your right to change your mind

1.0.2 Change your mind

1.0.1 Change your mind

1. Change your mind

1.0 You have a legal right to change your mind if:
(a) the products are faulty or mis-described;
(b) you are exercising your right to change your mind you must send off the products within fourteen (14) days of receiving them.
counterclaim by you may be set-off against any payment due under any contract
without the prior written consent of Arm. Interest shall be payable on overdue
accounts at the rate of five percent (5%) above the National Westminster PLC base
rate from the date falling from the due date for payment thereof until receipt
by Arm of the full amount, whether or not after judgment.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use
reasonable care and skill, but we are not responsible for any loss or damage that
is not foreseeable. Loss or damage is foreseeable if either it is obvious that it
will happen or, if at the time the contract was made, both we and you knew it
might happen.

13.2 We do not exclude or limit in any way our liability to you where it would be unfair to do so. This includes liability for death or personal injury caused by
our negligence, fraudulent misrepresentation or for breach of your legal rights in
relation to the products; and for defective products under the Consumer Protection Act 1987.

13.3 If defective software damages a device or digital content belonging to you,
and this is caused by our failure to use reasonable care and skill, we will either
repair the damage or pay you compensation. However, we will not be liable for
damage which you could have avoided by following our advice to apply an update
offered to you free of charge or for damage which was caused by you failing to
correctly follow installation instructions, to have in place the minimum system
requirements advised by us or to comply with these terms, guidance provided in
any product documentation, or the terms of the applicable end user license
agreement.

13.4 We are not liable for business losses. If you use the products for any
commercial or professional purpose, we will have no liability to you for any loss of profit,
loss of business, business interruption, or loss of business opportunity.

13A. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A COMPANY OR ORGANISATION

13A.1 Except as expressly provided in these terms, all warranties and conditions,
express, implied and statutory, are hereby excluded to the fullest extent permitted by
law.

13A.2 In no event shall we be liable for any indirect, special, incidental or
consequential damages, whether such damages are alleged as a result of
tortious conduct (including negligence), or breach of contract or otherwise,
even if we have been advised of the possibility of such damages.

13A.3 Our maximum liability to you in aggregate for all losses and all claims
or suits made against us in contract, tort or otherwise under or in connection
with these terms shall be limited to the total of such losses and claims
incurred by you to us under these terms during the twelve (12) month period preceding
the event giving rise to a claim. The existence of more than one (1) claim or
suit will not enlarge or extend the limit. You release Arm from all obligations,
liability, claims or demands in excess of this limitation.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will use the personal information
provide to us to supply the products to you. We will process your payment
for the products and we will not receive your payment card information. We will store
and process your personal information in accordance with our privacy policy from time
to time, available at http://www.arm.com/about/privacy.php (or such webpage as
can be supersede or replace this).

15. OTHER IMPORTANT TERMS

15.1 We may transfer this agreement to someone else. We may transfer our
rights and obligations under these terms to another organisation.

15.2 You need our consent to transfer your rights to someone else. You may
only transfer your rights or your obligations under these terms to another person if
we agree to this in writing.

15.3 Nobody else has any rights under this contract. This contract is between
you and us. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force.
Each of the clauses and paragraphs of these terms operates separately. If any
court or relevant authority decides that any of them are unlawful, the remaining
clauses and paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If
we consent immediately that you do any act which we are required to do under
these terms, or if we delay in taking steps against you in respect of your breaking
this contract, this will not mean that you do not have to do those things and it will
not prevent us taking steps against you at a later date. For example, if you miss a
payment and we do not chase you, but we continue to provide the products,
we can still require you to make the payment at a later date.

15.6 Arm intellectual property rights and confidential information. Arm shall
retain all of its rights, title and interest in any patents, design rights, rights in
confidential information, trademarks, semi-conductor topography rights, copyrights
and rights in databases, whether registered or unregistered and all rights having
similar or equivalent effect that subsist anywhere in the world. You acknowledge
that the Arm products, and any documentation provided by Arm that is marked as
confidential, contain trade secrets and confidential information of Arm and its
licensors (“Confidential Information”). You agree to maintain all such Confidential
Information in confidence and apply security measures (such measures to be no
less stringent than the measures which you apply (or should reasonably apply) to
protect your own like information, but not less than a reasonable degree of care)
to prevent their unauthorised disclosure and use. Subject to any restrictions imposed
by applicable law, the period of confidentiality shall be indefinite. You may not
provide the Arm products or Arm Confidential Information to any third party unless
such third party agrees to be bound by these terms and conditions.

15.7 Export requirements. The products provided under this Agreement are
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"). The products are
classified in the U.S. export classification (ECCN) 5A002.a and in the UK under the
Strategic Export Control List: 5A002.a. The Parties agree to comply fully with all applicable Export Regulations. LICENSEE agrees that it shall not, either
directly or indirectly, export in breach of the Export Regulations any Arm
Confidential Information, Arm technology or 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 Regulations;
(ii) to any end user that is subject to a designation in the U.S. Department of
Commerce’s Unverified List or the Entity List; (iii) to any end user that is a
person on the U.S. Treasury Department’s list of Specially Designated Nationals
and Blocked Persons or any other list of similar significance; (iv) to any end
user that is on the list of Countries Subject to The Export Administration Regulations
("EAR") of the U.S. Department of Commerce; (v) to any end user that is on the
U.K. Military List, nor are they subject to the In

The products provided under this Agreement are dual-use, and are not listed on
the UK Military List, nor are they subject to the International Traffic in Arms
Regulations ("ITAR"), the 500/600 Series of the EAR or other military export control
regimes. The parties are prohibited from sharing ITAR-controlled technical data,
500/600 series-controlled technology, other export controlled military data, or
any other data that might require an export license or other export authorization,
without prior written consent from the other party. Further, Arm is expressly authorized to
specify non-U.S. citizens for the performance of this Agreement, with the exception
of nationals of Country Group E:1 and E:2 as listed in Supp. 1 to Part 740 of the EAR,
which shall only be permitted in full compliance with all applicable laws.

The information provided herein, including but not limited to the Export Control
Classification Number (ECCN), does not constitute legal advice or guidance. It
reflects Arm Ltd.’s determination under the U.S. Export Administration Regulations
(15 CFR Part 730) ("EAR") and the U.S. Export Control Order (15 CFR Part 740) ("ECO")
that you are placing an order for products in your capacity as an agency, contractor
or representative of a foreign government, in violation of the EAR.

If you are a company or organisation

If your contract for the supply of products is with the Arm US entity, Arm Inc., these
terms are governed by the US federal law of government contracting

In the event giving rise to a claim. The existence of more than one (1) claim or
suit will not enlarge or extend the limit. You release Arm from all obligations,
liability, claims or demands in excess of this limitation.

15.8 Which laws apply to this contract. Except as set out below, these terms are
governed by English law.

If your contract for the supply of products is with the Arm US entity, Arm Inc., these
terms are governed by the law of the State of California, USA, except to the extent
that you are placing an order for products in your capacity as an agency, contractor
or representative of a foreign government, in violation of the EAR.

16. Special conditions relating to UKRI recipients (as defined below):

16.1 UKRI recipients are those recipients that receive the products from Arm in
accordance with the Grant Funding Agreement between UK Research and
Innovation ("UKRI") and Arm dated 5th November 2019 (as varied) and which are
identified by UKRI and/or a UKRI appointed distributor from time to time to Arm
without limitation, nuclear, chemical, or biological weapons proliferation, which
at the time of export requires an export license or other governmental approval,
without first obtaining such license or approval and without prior written approval
from Arm.

The development of the Morello S1 Software Development Platform was funded by
the UK Government's Industrial Strategy Challenge Fund (ISCF) under the Digital
Security by Design (DSDbD) Programme delivered by UK Research and Innovation
(UKRI), as part of the DSBd Technology Platform Prototype project (105564).
Certain "capability essential IP" (namely, ideas essential to the creation of a
contemporary CUBRI capability system in architecture and microarchitecture)
has been made available for use without restriction, please visit the following link

Please note:

Please note: