



End User License Agreement for the Security Algorithm Accelerator

Version 1.0

EULA

Non-Confidential

Copyright © 2022 Arm Limited (or its affiliates).
All rights reserved.

Issue 01

102869_0100_01_en



End User License Agreement for the Security Algorithm Accelerator EULA

Copyright © 2022 Arm Limited (or its affiliates). All rights reserved.

Release information

Document history

Issue	Date	Confidentiality	Change
0100-01	10 March 2022	Non-Confidential	First release

Proprietary Notice

This document is protected by copyright and other related rights and the practice or implementation of the information contained in this document may be protected by one or more patents or pending patent applications. No part of this document may be reproduced in any form by any means without the express prior written permission of Arm. No license, express or implied, by estoppel or otherwise to any intellectual property rights is granted by this document unless specifically stated.

Your access to the information in this document is conditional upon your acceptance that you will not use or permit others to use the information for the purposes of determining whether implementations infringe any third party patents.

THIS DOCUMENT IS PROVIDED "AS IS". ARM PROVIDES NO REPRESENTATIONS AND 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 DOCUMENT. For the avoidance of doubt, Arm makes no representation with respect to, has undertaken no analysis to identify or understand the scope and content of, third party patents, copyrights, trade secrets, or other rights.

This document may include technical inaccuracies or typographical errors.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL ARM BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF ANY USE OF THIS DOCUMENT, EVEN IF ARM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This document consists solely of commercial items. You shall be responsible for ensuring that any use, duplication or disclosure of this document complies fully with any relevant export laws

and regulations to assure that this document or any portion thereof is not exported, directly or indirectly, in violation of such export laws. Use of the word “partner” in reference to Arm’s customers is not intended to create or refer to any partnership relationship with any other company. Arm may make changes to this document at any time and without notice.

This document may be translated into other languages for convenience, and you agree that if there is any conflict between the English version of this document and any translation, the terms of the English version of the Agreement shall prevail.

The Arm corporate logo and words marked with ® or ™ are registered trademarks or trademarks of Arm Limited (or its subsidiaries) in the US and/or elsewhere. All rights reserved. Other brands and names mentioned in this document may be the trademarks of their respective owners. Please follow Arm’s trademark usage guidelines at <https://www.arm.com/company/policies/trademarks>.

Copyright © 2022 Arm Limited (or its affiliates). All rights reserved.

Arm Limited. Company 02557590 registered in England.

110 Fulbourn Road, Cambridge, England CB1 9NJ.

(LES-PRE-20349)

Confidentiality Status

This document is Non-Confidential. The right to use, copy and disclose this document may be subject to license restrictions in accordance with the terms of the agreement entered into by Arm and the party that Arm delivered this document to.

Unrestricted Access is an Arm internal classification.

Product Status

The information in this document is Final, that is for a developed product.

Feedback

Arm® welcomes feedback on this product and its documentation. To provide feedback on the product, create a ticket on <https://support.developer.arm.com>

To provide feedback on the document, fill the following survey: <https://developer.arm.com/documentation-feedback-survey>.

Inclusive language commitment

Arm values inclusive communities. Arm recognizes that we and our industry have used language that can be offensive. Arm strives to lead the industry and create change.

We believe that this document contains no offensive language. To report offensive language in this document, email terms@arm.com.

Contents

1 End User License Agreement for the Security Algorithm Accelerator.....	6
---	----------

1 End User License Agreement for the Security Algorithm Accelerator

This end user license agreement ("License") is a legal agreement between you (a single individual), or the company or organisation (a single legal entity) that you represent and have the legal authority to bind ("You"), and Arm relating to use of the Security Algorithm Accelerator . By clicking "I Agree" or by installing or otherwise using the Arm Technology (defined below) you indicate that you agree to be bound by all of the terms and conditions of this License.

DEFINITIONS

"Arm" means Arm Limited whose registered office is situated at 110 Fulbourn Road, Cambridge CB1 9NJ, England and/or any member of Arm's group of companies.

"Arm Compliant Product" means an integrated circuit incorporating the Arm Technology and the corresponding Arm Processor.

"Arm Processor" means the applicable Arm based processor which corresponds with the Arm Technology as set out at <http://developer.arm.com/security-algorithm-accelerators>. "Arm Technology" means the Security Algorithm Accelerator technology licensed and delivered to You subject to the terms and conditions of this License.

"Intellectual Property" means any patents, patent rights, trademarks, service marks, registered designs, topography or semiconductor mask work rights, applications for any of the foregoing, copyright, unregistered design right and any other similar protected rights in any country and to the extent recognised by any relevant jurisdiction as intellectual property, trade secrets, know-how and confidential information.

"Subsidiaries" 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.

"Documentation" means the applicable documentation, including technical reference manual and user documentation, delivered as part of the Arm Technology.

"Third Party Licenses File" means a software file or folder typically named 'third_party_licenses' located within the Arm Technology package.

LICENSE

1.1 Arm hereby grants to You and your Subsidiaries a non-exclusive, worldwide license under Arm's Intellectual Property to:

1. use and copy the Arm Technology for the purpose of designing and having designed Arm Compliant Products;
2. modify or configure any provided or generated synthesizable RTL solely in accordance with the Documentation;
3. manufacture and have manufactured the Arm Compliant Product; and

4. sell, supply and distribute the encapsulated die of the Arm Compliant Product.

1.2 Except as expressly licensed in Clause 1.1, You acquire no right, title or interest in the Arm Technology or any Intellectual Property embodied therein.

1.3 The only Intellectual Property licensed by Arm under this License, whether expressly, by implication, estoppel or otherwise is Intellectual Property: (i) owned or controlled by Arm; and (ii) which, in the absence of a license, would be infringed by the Arm Technology. The license to such Intellectual Property is limited to that part of the Arm Compliant Product that is derived directly from the Arm Technology. In no event shall the licenses granted under Clause 1.3 of this License be construed as granting You, expressly or by implication, estoppel or otherwise, a license to use any Arm technology except the Arm Technology.

1.4 Nothing in this License shall restrict You from further disseminating the Arm Technology. You shall provide a copy of this License upon disseminating the Arm Technology to a third party.

THIRD PARTY MATERIALS

2.1 The Arm Technology may contain material owned or developed by third parties, including but not limited to open source software, freeware and commercial software ("Third Party Material"). Detail relating to the Third Party Material used in the Arm Technology is located in the Third Party Licenses File. Your use of such Third Party Material is subject to your compliance with the applicable Third Party Material license(s) and such Third Party Material is not covered under the terms or conditions of this License.

INTERCOMPANY MATTERS

3.1 Any breach of this License by Your Subsidiary shall entitle Arm to terminate this License in accordance with the provisions of Clause 8.3 of this License as if You were the party in breach. Any termination of this License in accordance with the provisions of Clause 8.3 shall be effective in respect of You and all Your Subsidiaries.

3.2 Any rights granted to any Subsidiary hereunder shall automatically terminate upon such Subsidiary ceasing to be a Subsidiary.

3.3 In the event that a Subsidiary is in breach of any of the terms of this License, 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.

INTELLECTUAL PROPERTY NOTICES

4.1 You shall reproduce and not remove or obscure any notice incorporated in the Arm Technology by Arm to protect Arm's Intellectual Property or to acknowledge the Intellectual Property of any third party. You shall incorporate and shall require that any third-party designer or manufacturer to which any Arm Technology is provided in accordance with the terms of Clause 1.1, incorporates corresponding notices and such other markings and notifications as Arm may reasonably require on all copies of the Arm Technology and any derivatives thereof (including any translation, modification, compilation, abridgement or other form in which the Arm Technology has been recast, transformed or adapted) as the case may be.

WARRANTIES

5.1 YOU AGREE THAT THE ARM TECHNOLOGY 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 WITH RESPECT TO THE ARM TECHNOLOGY.

NON-ASSERT

6.1 By accepting this License, or otherwise using, downloading or accessing the Arm Technology, You agree not to bring and claim, suit or action of any nature against Arm based upon an allegation that the use, manufacture and/or distribution of the Arm Technology by Arm, its Licensees or its Licensees' customers infringes Your Intellectual Property rights.

LIMITATION OF LIABILITY

7.1 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.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, 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 LICENSE SHALL NOT EXCEED THE TOTAL OF SUMS PAID, IF ANY, BY YOU TO ARM UNDER THIS LICENSE.

7.3 Nothing in this Clause 6 shall operate to exclude liability for: (i) death or personal injury resulting from either party's negligence; or (ii) fraud.

TERM AND TERMINATION

8.1 This License shall remain in force until terminated by You or Arm.

8.2 You may terminate this License at any time by giving written notice to Arm.

8.3 In the event of a party breaching any of the terms and conditions of this License, without prejudice to any of its other rights under this License, the non-breaching party may terminate this License immediately upon giving written notice to the breaching party. Upon termination of this License by You or by Arm, You shall immediately stop using the Arm Technology and destroy all copies of the Arm Technology in your possession or control.

8.4 Upon termination of this License, the provisions of Clauses 2, 3, 4, 5, 6, 7, 8 and 9 of this License shall survive.

GENERAL

9.1 This Licence is governed by English Law.

9.2 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 Arm Technology and it may only be modified by written agreement between You and Arm. No terms and conditions contained in any purchase order or other document issued by You, or any advertising or other representation by you or any third party shall add to, supersede or in any way vary the terms and conditions of this License. This License (and any documents expressly incorporated into it by reference herein) represents the entire agreement between You and Arm in relation to its subject matter.

9.3 If any clause or sentence in this License is held by a court of law to be illegal or unenforceable, the remaining provisions of this License shall not be affected. Any failure by Arm to enforce any of the provisions of this License, unless waived in writing, shall not constitute a waiver of Arm's rights to enforce such provision or any other provision of this License in the future.

EULA FOR THE SECURITY ALGORITHM ACCELERATOR – version 1.0