

End User License Agreement for Lauterbach TRACE32 software

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a legal entity) and Lauterbach GmbH for the TRACE32 software ("SOFTWARE PRODUCT").

By installing, copying, or otherwise using the software, you agree to be bound by the terms of this EULA. If you do not agree to these terms, do not install or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is owned by Lauterbach GmbH. It is licensed, not sold. The software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. GRANT OF LICENSE

LAUTERBACH GmbH grants you the right to install and use copies of the software on your computer in conjunction with a hardware or software platform which is authorized by Lauterbach GmbH.

2. LIMITATIONS

For hardware based "in target debugging" the license only covers LAUTERBACH hardware as interface to the target. Other hardware (like evaluation boards) is only supported in a time limited evaluation mode of the software. Simulation platforms and software only debug solutions are protected by a license manager. Native debugging on Windows and Linux is allowed for the same number of seats as the TRACE32 tools were initially licensed. TRACE32 simulators are protected by a license manager or by accessing the TRACE32 hardware.

3. COPYRIGHT

Lauterbach GmbH is the sole owner of the SOFTWARE PRODUCT's trade name, copyright and distribution rights. The copyright includes the 'look&feel' of the SOFTWARE PRODUCT. This agreement is a license to use the SOFTWARE PRODUCT and does not imply a transfer of ownership of the rights thereto.

4. NO WARRANTIES

Lauterbach GmbH expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non-infringement, or fitness of a particular purpose.

Lauterbach GmbH does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE PRODUCT.

Lauterbach GmbH makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Lauterbach GmbH further expressly disclaims any warranty or representation to Authorized Users or to any third party.

5. LIMITATION OF LIABILITY

In no event shall Lauterbach GmbH be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the SOFTWARE PRODUCT, even if Lauterbach GmbH has been advised of the possibility of such damages. In no event will Lauterbach GmbH be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise.

Lauterbach GmbH shall have no liability with respect to the content of the SOFTWARE PRODUCT or any part thereof, including but not limited to errors or omissions contained therein, libel,

infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

Version February 2019