

**PLEASE READ THIS “Spresense” LICENCE AGREEMENT (“AGREEMENT”) CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.**

THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT UNDER THE TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 BETWEEN THE USER (HEREINAFTER REFERRED TO AS “YOU” OR “YOUR”) AND SONY INDIA SOFTWARE CENTRE PRIVATE LIMITED. (“SISC”) FOR USE OF THE Spresense HARDWARE (HEREINAFTER REFERRED TO AS “Spresense”) WHICH IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT'S TERMS. BY USING THE Spresense, YOU REPRESENT THAT YOU ARE CAPABLE OF ENTERING INTO A CONTRACT UNDER THE LAWS OF INDIA AND AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS.

You are accepting this Agreement on your behalf and on behalf of other people who access the Spresense. You are responsible for other people's use of your Spresense and for their compliance with this Agreement's terms.

SISC reserves the right to change the terms of this Agreement from time to time. The latest version of this Agreement will supersede all previous versions.

## **1. LICENCE GRANT**

- 1.1 Subject to your continuing and strict compliance with the terms of this Agreement, SISC hereby grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use Spresense only for purpose of research and development.
- 1.2 You are not granted any ownership rights or interests in Spresense. SISC and its licensors retain all intellectual property rights in Spresense. All use of or access to Spresense is subject to this Agreement's terms and applicable intellectual property laws. Except as this Agreement expressly grants, SISC and its licensors reserve all rights in Spresense.

## **2. RESTRICTIONS**

- 2.1 You shall not reverse engineer, decompile or disassemble closed source Spresense components, create Spresense derivative works, or attempt to create Spresense source code from its object code. You shall not (i) use any unauthorised, illegal, counterfeit software and/or hardware with Spresense; (ii) use tools to bypass, disable or circumvent any Spresense encryption, security or authentication mechanism; (iii) violate any laws, regulations or statutes or rights of SISC or third parties in connection with your access to or use of Spresense; (iv) use any hardware or software to cause Spresense to accept or use unauthorised, illegal or pirated software or hardware
- 2.2 YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF Spresense COMPLIES WITH THE LAWS OF THE JURISDICTION IN WHICH YOU

ARE USING Spresense. Without limiting the foregoing and in addition to the restrictions on Your use of Spresense set forth above, You must always use the Application in compliance with all laws applicable to You, including those applicable to Your operation and access of Spresense. SISC will have no responsibility for any liability, damages or losses arising out of or in connection with usage of Spresense including any downtime (if any).

2.3 These restrictions will be construed to apply to the extent permitted by the law.

### **3. SERVICES AND UPDATES; THIRD-PARTY AGREEMENTS AND CONTENT**

Third parties may make other services or content available to you, and they may require you to accept their separate terms and conditions and privacy policy. Spresense may refer to, display or provide you with links to websites or content that third parties independently operate or maintain (“Third-Party Content and Links”).

SISC and its affiliated companies do not control or direct Third-Party Content and Links, nor do SISC and its affiliated companies monitor, approve, endorse, warrant or sponsor any Third-Party Content and Links. SISC and its affiliated companies have no liability to you for any Third-Party Content and Links. Your reliance on any Third-Party Content and Links is at your own risk, and you assume all responsibilities and consequences resulting from your reliance.

Please see your Spresense documentation for information on possible access controls to Third-Party Content and Links via your Spresense.

### **4. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

4.1 Spresense is provided “as is” without any express or implied warranties, its affiliated companies and licensors expressly disclaim any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement.

4.2 SISC DOES NOT REPRESENT OR WARRANT THAT Spresense WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT Spresense OR THE SERVER THAT MAKES Spresense AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. SISC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY INFORMATION ON OR OTHERWISE AVAILABLE THROUGH Spresense INCLUDING, FOR EXAMPLE, THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON Spresense IS ACCURATE, COMPLETE, RELIABLE, LEGAL, USEFUL, OR UP-TO-DATE. YOU ACKNOWLEDGE THAT YOUR USE OF Spresense IS AT YOUR SOLE RISK. SISC DOES NOT WARRANT THAT YOUR USE OF Spresense IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND SISC SPECIFICALLY DISCLAIMS SUCH WARRANTIES.

- 4.3 UNDER NO CIRCUMSTANCES, ARE SISC, ITS AFFILIATES AND LICENSORS LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFIT, OR ANY LOSS OR DAMAGE, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, HOWEVER ARISING, AS A RESULT OF ACCESSING OR USING Spresense. SO LONG AS THIS PROVISION IS ENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME COUNTRIES DO NOT ALLOW FOR THE ABOVE EXCLUSIONS OR LIMITATIONS, SO THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.
- 4.4 If You discover or suspect or experience any issues, problems, defects, inconsistencies with Spresense, You are required to post to [Spresense Developer Forum](#). In this regard, SISC hereby disclaims any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any such issue which is discovered/suspected/experienced by you. Additionally, for the safety and security of the Spresense and of other users of the Spresense, You hereby agree that the nature and existence of such bug, defect or failure will be confidential information of SISC, and You agree to not post such information in any public portals and social media other than [Spresense Developer Forum](#).

## **5. VIOLATION OF AGREEMENT; TERMINATION OF RIGHTS AND SISC REMEDIES**

- 5.1 If SISC determines that you have violated this Agreement's terms, SISC may itself or may procure the taking of any action to protect its interests. SISC reserves the right to terminate Your access to Spresense, or this Agreement for any or no reason, without notice, at any time, and without any liability to SISC. Without limiting the foregoing and by way of example only, (1) Your failure to strictly follow the terms of this Agreement may, in SISC's sole discretion, result in termination of Your access to Spresense under the Agreement; and (2) if You violate the spirit of the Agreement or otherwise expose SISC to potential liability, SISC may terminate Your access to Spresense and may terminate the Agreement. If SISC terminates Your access to Spresense, the Agreement terminates automatically except that those provisions of the Agreement which, by their nature, are continuing shall survive. Upon termination of the Agreement, all licenses and other rights granted to You in the Agreement will immediately terminate or otherwise cease.
- 5.2 SISC, its affiliates and licensors reserve the right to bring legal action in the event of a violation of this Agreement. SISC may participate in governmental or private legal action or investigation relating to your use of Spresense.
- 5.3 You hereby agree to defend, indemnify and keep indemnified SISC, its affiliates, its associated service providers and their subcontractors against any claim or alleged claims, liabilities, losses damages and all costs (including lawyers' fees), directly or

indirectly attributable to your fault and/or resulting from a violation of any provision of this Agreement.

## **6. EXPORT CONTROL AND COMPLIANCE WITH LAWS**

Spresense may contain technology that is subject to certain restrictions under export-control laws and regulations. As such, your Spresense may not be exported or re-exported to persons and entities in violation of these laws and regulations. You must comply with these laws when using Spresense.

## **7. GOVERNING LAW AND VENUE**

This Agreement shall be governed in accordance with laws applicable in India and the court at Bengaluru, Karnataka shall have exclusive jurisdiction to entertain any dispute or differences arising out or in connection with this Agreement.

## **8. GENERAL LEGAL**

- 8.1 If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way. You acknowledge that your breach of this Agreement would cause irreparable injury to SISC for which monetary damages would not be an adequate remedy and that SISC is entitled to equitable relief in addition to any other remedies it may have under law.
- 8.2 This Agreement constitutes the entire agreement between you and SISC with respect to Spresense and supersedes all prior or contemporaneous understandings regarding its subject matter. No failure to exercise and no delay in exercising any right under this Agreement operates as a waiver of that right. SISC may assign any of its rights under this Agreement, including its rights to enforce this Agreement's terms to any SISC affiliate.
- 8.3 You may not sublicense, assign or transfer Your rights under this Agreement without SISC's prior written consent. Any attempt by You to sublicense, assign or transfer any of Your rights, duties or obligations under this Agreement, whether directly, or indirectly by merger, acquisition or change of control, will be null and void.