PELION DEVICE MANAGEMENT TERMS OF SERVICE

1.	Definitions

For the purposes of these Pelion Device Management Terms of Service, the initially capitalised words are ascribed the following meanings:

1.1 "**Account**" means Customer's Pelion account.

1.2 "**Account Data**" means information that Customer provides to Arm in connection with the creation or administration of Customer's Account, for example names, usernames, phone numbers, and email addresses associated with Customer's Account.

1.3 "**Affiliate**" means, with respect to Customer, an entity that controls, is directly or indirectly controlled by or is under common control with Customer, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity (but only as long as such entity meets these requirements).

1.4 "**Agreement**" means a Subscription Order together with the applicable versions of Pelion Device Management Terms of Service, Data Processing Addendum, Pelion Device Management Service Support Program and SLA.

1.5 "**API**" means application programming interface.

1.6 "**Arm**" means Arm Limited, whose registered office is situated at 110 Fulbourn Road, Cambridge, CB1 9NJ, UK.

1.7 "**Arm Group**" means Arm, its Subsidiaries and holding companies from time to time, and the Subsidiaries of any holding company of Arm from time to time. A reference to a holding company of Arm means a company wherever incorporated (or persons acting on its behalf) that directly or indirectly holds or controls either: (a) a majority of the voting rights exercisable at shareholder meetings of Arm; or (b) the right to appoint or remove a majority of Arm's board of directors.

1.8 "**Confidential Information**" means: (i) any information designated in writing by either party, by appropriate legend, as confidential, (ii) any information which if first disclosed orally is identified as confidential at the time of disclosure and is thereafter reduced to writing and sent to the other party within thirty (30) days after its oral disclosure and designated, by appropriate legend, as confidential, and (iii) any information that, given the nature of the information or circumstances surrounding its disclosure, a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) Account Data; (b) Device Data; (c) Device Specific Data; (d) Login Credentials; and (e) Subscription Order(s).

1.9 "**Customer**" means the entity identified as such in the Subscription Order.

1.10 "**Customer Application**" means an application developed or used by Customer or its Affiliates, and which utilizes the Service. Customer Applications are provided by Customer, and not by Arm.

1.11 "**Customer End Users**" means the individuals or entities Customer permits to either or both: (i) access or use the Device Data; and (ii) access or use the Service under Customer's Account.

1.12 "**Data Processing Addendum**" means the data processing addendum which sets out the terms and conditions for how Arm processes Personal Data under the Agreement.

1.13 "**Device Data**" means any data coming off a device that Customer or Customer End Users provide to Arm via the Service. Device Data does not include Account Data, Device Specific Data or Feedback.

1.14 "**Device Specific Data**" means any data about a device that Arm captures from providing the Service to Customer, such as a device ID.

1.15   **"Documentation"** means the developer guides, getting started guides, user guides, quick reference guides and other technical and operations manuals and specifications for the Service located at https://cloud.mbed.com/docs. The Documentation may be updated by Arm from time to time.

1.16   **"Effective Date"** means, with respect to a Subscription Order, the date on which that Subscription Order is signed by both parties.

1.17   **"Feedback"** means all suggestions, comments, feedback, ideas, or know-how (whether in oral or written form) relating to the Service and any other software that relates to the Service and that Customer provides to Arm.

1.18   **"Fees"** means the fees payable by Customer to Arm for the Service, as set out in the applicable Subscription Order.

1.19   **"Intellectual Property"** means: (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) knowhow and Confidential Information; (iii) rights in domain names; (iv) applications, extensions and renewals in relation to any such rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future.

1.20   **"Login Credentials"** mean any passwords, authentication keys or security credentials, API keys and certificates that are used by the Customer to enable Customer's access to the Service.

1.21   **"Pelion Device Management APIs"** means the APIs that enable Customer Application to use the Service.

1.22   **"Pelion Device Management Portal"** means the website interface for accessing the Service.

1.23   **"Pelion Device Management Service Support Program"** means the technical operational support service program which applies to the supply of Service under a Subscription Order.

1.24   **"Pelion Device Management Site"** means either or both https://www.mbed.com/en/ and https://cloud.mbed.com/, including without limitation all sub-domains thereof, and any successor or related site designated by Arm.

1.25   **"Personal Data"** means any information relating to an identified or identifiable natural person, and which Arm has received from Customer or Customer End Users under the Agreement.

1.26   **"Security Measures"** means the measures set out in the Data Processing Addendum, Appendix 1 (Security Measures).

1.27   **"Service"** means the Pelion device management service to be provided by Arm to Customer under the Agreement which enables the on-boarding, connection, updates and lifecycle management of different types of connected devices deployed over the cloud, and Service Support.

1.28   "**Service Support**" means technical operational support provided by Arm to Customer in accordance with the Pelion Device Management Service Support Program.

1.29   **"SLA"** means the Pelion Device Management service level agreement.

1.30   **"Subscription Order"** means an order form executed by both parties setting out: (a) Subscription Term; (b) Fees; (c) Customer support contact information; and (d) the applicable versions of the Pelion Device Management Terms of Service, Data Processing Addendum, Pelion Device Management Service Support Program and the SLA; and (e) any other terms for using the Service that the parties have agreed upon.

1.31   **"Subscription Term"** means the time period during which Arm agrees to make the Service available to Customer as specified in the Subscription Order, unless or until suspended or terminated in accordance with the Agreement.

1.32   **"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.

1.33   **"Website Terms of Use"** means the terms of use for Arm websites https://www.arm.com/company/policies/terms-and-conditions, which may be updated from time to time.

The latest versions of: these Pelion Device Management Terms of Service, the Data Processing Addendum, the Pelion Device Management Service Support Program and SLA are published by Arm on the Pelion Device Management Site and may be updated by Arm from time to time.

2.	Provision of the Service

2.1   The Agreement applies to the provision of the Service as detailed in the Subscription Order. Upon signature by the parties, a Subscription Order incorporates the versions of the Pelion Device Management Terms of Service, Data Processing Addendum, Pelion Device Management Service Support Program and SLA identified in that Subscription Order.

Provision of Service
2.2   Once a Subscription Order has been fully executed by the parties, Arm will enable Customer to access the Pelion Device Management Portal using Login Credentials. Thereafter Customer will be able to access and use the Service via the applicable Login Credentials during the Subscription Term. Arm shall use reasonable efforts to perform the Service in accordance with the SLA. If Arm fails to meet the SLA, Customer's sole and exclusive remedy is a service credit as set out in the SLA.

Customer's Account
2.3   Customer will designate one or more individuals within its organization in the Subscription Order to be the point of contact with Arm for the management and support of the Service, and who will be responsible for establishing and managing Customer's use of the Service.

Changes to the Service and Documentation
2.4   Arm may update the Service and Documentation as it determines necessary to keep up to date with technology developments relevant to the Service and security practices or to add new features and Arm shall notify Customer in accordance with Clause 2.6. Arm will use reasonable efforts to limit the frequency of any such changes affecting the operation of the Service.

Changes to Pelion Device Management APIs
2.5   Arm may change, discontinue or restrict Pelion Device Management APIs for the Service from time to time. Arm will use commercially reasonable efforts to continue supporting the previous version of such Pelion Device Management APIs for twelve (12) months after the change or discontinuation has been notified to Customer in accordance with Clause 2.6, except if doing so: (a) would pose a security issue or infringe a third party's Intellectual Property rights, (b) is economically or technically burdensome, or (c) would cause Arm to violate the law.

Notification of changes to the Service, Pelion Device Management APIs and Documentation
2.6   Arm will post notice of all changes to the Service, Pelion Device Management APIs, and Documentation on the Pelion Device Management Site or the Pelion Device Management Portal, and for any changes that Arm thinks are material, Arm will use reasonable efforts to notify the designated contact in Customer's Account by email. Except for emergency changes required to protect the Service, customers or third parties, all changes will take effect within thirty (30) days from the date Arm posts the notices of such changes on the Pelion Device Management Site or the Pelion Device Management Portal. Customer's continued use of the Service is deemed to be acceptance of such changes. Customer acknowledges and agrees that it is Customer's responsibility to check the Pelion Device Management Site and the Pelion Device Management Portal periodically for any relevant notice of changes.

3.	Data Protection

3.1   Arm collects data that can be categorized as Account Data, Device Data and Device Specific Data, and each of these categories may contain both Personal Data and non-Personal Data.

3.2   Customer will ensure that Customer's and Customer End Users' use of Device Data, Device Specific Data, and the Service, does not violate any of the Website Terms of Use or any applicable law or regulation. For the avoidance of doubt, as between the Customer and Arm, the Customer is solely responsible for compliance with any applicable law and regulation related to the manner in which Customer or Customer End Users use the Service, including without limitation the storage, transfer and processing of Device Data and Device Specific Data, and the location(s) where such processing occurs.

3.3   Customer shall not use the Service to process special categories of personal data (as that term is defined in the General Data Protection Regulation), including personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person), data concerning health or data concerning a natural person's sex life or sexual orientation.

Use of Device Specific Data
3.4   Notwithstanding Clause 13 (Confidential Information), Arm may retain and use Device Specific Data for internal analytical purposes including to: (i) improve the Service; or (ii) to develop new products and services.

        Arm may make information derived from its analysis of Device Specific Data publicly available, provided that the publicized information does not include any Device Specific Data that has not been anonymized by aggregation or other methods. For the purposes of the Agreement, aggregated and anonymized Device Specific Data means Device Specific Data that: (i) has been aggregated with other data; and (ii) does not contain information that identifies Customer or Customer End Users or any data subject. For the sake of clarity, aggregated and anonymized data is not Customer Confidential Information.

4.	**Customer Responsibilities**

Customer Account
4.1   Customer is responsible for all activities that occur under Customer's Account (whether by Customer, Customer End Users or otherwise) and for maintaining the security of the Login Credentials. The Login Credentials generated by the Service are for Customer's internal use only and Customer will not sell, transfer, or sub-licence them to any other entity or person, except that Customer may disclose Customer's Login Credentials to Customer's subcontractors performing work on Customer's behalf. If Customer becomes aware of any unauthorized use of its Account or Login Credentials, Customer will notify Arm as promptly as possible. Except solely to the extent caused by Arm's failure to implement and maintain the Security Measures, Arm is not responsible for unauthorized access to Customer's Account.

Customer End Users
4.2   Customer is responsible for Customer End Users' use of Device Data and the Service. Customer will ensure that all Customer End Users comply with Customer's obligations under the Agreement and that the terms of Customer's agreement with each Customer End User is consistent with the Agreement. If Customer becomes aware of any breach of Customer's obligations under the Agreement caused by a Customer End User, Customer will immediately suspend access to the Device Data and Service by such Customer End User. Customer is responsible for acts and omissions of its Customer End Users relating to the Agreement as though they were Customer's own.

Customer Security
4.3   Customer is responsible for properly configuring, implementing and using the Service and otherwise taking appropriate action to secure and protect Device Data in a manner that will provide appropriate security and protection, which might include the use of encryption technology to protect Device Data from unauthorized access. Except with respect to Arm's express obligations set out in Appendix 1 (Security Measures) of the DPA, Customer is solely responsible for any damage or losses caused by unauthorized destruction, deletion, corruption, loss, interception, access to or alteration of Device Data, Device Specific Data and Account Data by unauthorized persons.

Customer Applications, device software and devices
4.4   Customer is solely responsible for the development, implementation, operation, support and maintenance and security of the following used in conjunction with the Service: (a) each Customer Application; (b) the software used on each Customer device; and (c) each Customer device.

Customer's network

4.5   Customer is solely responsible for procuring and maintaining its network connections and telecommunication links from its systems to Arm's or third-party data centers. Arm disclaims all liability and responsibility in respect of any problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

5.	Intellectual Property; Use of Software; Feedback; Third Party Cloud Service

Intellectual Property

5.1   Except as expressly set forth in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's Intellectual Property. As between the parties, Customer owns all the Intellectual Property in Device Data, and Arm and its licensors owns all the Intellectual Property in the Device Specific Data, the Service, and the Documentation.

Software for use on or with devices

5.2   Arm will make available certain software in connection with the Service (via Pelion Device Management Portal, the Pelion Device Management Site or through a web-based hosting service such as GitHub). This software will be licensed to Customer under a separate licence agreement, which will either be an open source licence or proprietary licence. If the software does not include its own licence terms, Customer may use the software during relevant Subscription Terms in or with Customer's devices for use with the Service.

Restrictions

5.3   Customer shall not, except to the extent applicable law prohibits such restrictions: (i) reverse engineer, decompile or otherwise attempt to derive source code from the Service ; (ii) reproduce, modify, or prepare derivative works of any of the Service or Documentation; (iii) distribute or display any of Service or Documentation other than to Customer End Users; or (iv) share, rent or lease the Service. The Customer shall use all reasonable endeavors to prevent unauthorized access to, or use of, the Service, and, in the event of such unauthorized access or use, shall promptly notify Arm. Customer is responsible for ensuring that Customer End Users comply with this Clause 5.3.

Customer Feedback

5.4   If Customer provides any Feedback to Arm or its Subsidiaries Arm may use that information without obligation to Customer, and Customer hereby irrevocably assigns to Arm all right, title, and interest in that Feedback. Customer shall do all such things including signing all documents or other instruments necessary to confirm or vest in Arm the rights hereby assigned.

Third Party Cloud Services

5.5   Customer acknowledges that Customer may transfer Device Data and Device Specific Data via the Service to a third-party cloud provider for the use of such third party's cloud Service and that Customer does so entirely at its own risk. Arm makes no representation or warranty of any kind in respect of any third-party's cloud service and shall have no liability whatsoever for the Device Data or Device Specific Data while it is being transmitted from the Service to the third party's cloud.

5.6   If Arm reasonably believes the Service might infringe a third party's Intellectual Property, then Arm may, at its sole option and expense: (a) procure the right for Customer to continue using the Service; (b) modify the Service to make it non-infringing without materially reducing its functionality; or (c) replace the Service with a non-infringing, functionally equivalent alternative. If Arm determines the above is not commercially reasonable, then Arm may suspend or terminate Customer's use of the Service.

6.	Fees and Payment Terms

Invoicing and payment terms

6.1   Arm will invoice Customer for the Fees. Customer shall pay all Fees in the currency specified in the invoice within thirty (30) days after the invoice date. Customer's monthly Fees will be calculated based on Customer's usage of the Service from the first to the last day of the calendar month. All amounts payable under the Agreement are non-refundable and shall be made without setoff or counterclaim, and without any deduction or withholding. Arm may charge Customer interest at the lesser of the rate of 1% per month and the maximum amount permitted by law on all late payments.

Taxes

6.2 All sums stated under the Agreement do not include taxes. All applicable taxes shall be payable by Customer in accordance with relevant legislation in force at the relevant tax point, including value added taxes, sales and use taxes or other similar taxes. Customer shall pay all amounts due under the Agreement in full without any deduction or withholding. Without limiting the foregoing, in the event that payment of any sums due to Arm under the Agreement becomes subject to any deduction or withholding in respect of or on account of tax, Customer shall pay to Arm such additional sum as may be required in order that the net amount actually received and retained by Arm under the Agreement (after such deduction or withholding has been made) shall be equal to the full amount that would have been received and retained by Arm had no such deduction or withholding been required to be made.

7. Temporary Suspension

7.1 Arm may suspend Customer's or any Customer End User's ability to access or use any portion or all of the Service, if Arm determines:

   a. Customer or a Customer End User's use of the Service: (i) poses a security or reputational risk to Arm, the Pelion Device Management Site, the Pelion Device Management Portal, the Service or any third party, (ii) could adversely impact Arm's systems, the Pelion Device Management Site, the Pelion Device Management Portal, the Service or the systems or data of a third-party cloud provider or any other Arm customer, (iii) could subject Arm, its Subsidiaries, or any third party to liability, or (iv) could be fraudulent;
   b. Customer is, or any Customer End User is, in breach of the Agreement; or
   c. Customer has ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

7.2 Arm will endeavor to provide as much notice as is reasonably practicable in the circumstances, and revoke any suspension as soon as practicable after the circumstances causing the suspension are resolved.

Effect of Suspension

7.3 If Arm suspends Customer's right to access or use any portion of or all of the Service pursuant to Clause 7.1:
   a. Customer will remain responsible for all Fees Customer incurs during the period of suspension; and
   b. Customer will not be entitled to any service credits under the SLA for any period of suspension.

8. Service Support

8.1 Subject to payment of the Fees, Arm shall, during the Subscription Term, provide to Customer Service Support.

9. Term; Termination; Expiry

Term of this Agreement

9.1 The Agreement will commence on the Effective Date and will continue in effect until terminated in accordance with Clause 9.3, 9.4 or 9.5 below.

Subscription term and renewal

9.2 Arm will provide the Service to Customer for the relevant Subscription Term(s). Upon expiration of any Subscription Term, the parties may renew the relevant Service for successive periods of at least one (1) year each (each, a "**Renewal Term**") at such rates as may be mutually agreed in writing between the parties.

Termination by Either Party

9.3 Without prejudice to any other right or remedy which may be available to it, either party shall be entitled to terminate immediately the Agreement by giving written notice to the other, if the other party:
   a. has committed a material breach of any of its obligations under the Agreement which is not capable of remedy; or
   b. has committed a material breach of any of its obligations under the Agreement which is capable of remedy but which has not been remedied within a period of forty-five (45) days following receipt of written notice to do so; or

c. any circumstances arise which would entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order; or

d. makes any voluntary arrangement with its creditors for the general settlement of its debts or becomes subject to an administration order; or

e. has an order made against it, or passes a resolution, for its winding-up (except for the purposes of amalgamation or reconstruction) or has a receiver or similar officer appointed over all or substantially all of its property or assets.

Termination by Arm

9.4 Arm may terminate the Agreement immediately upon notice to Customer in order to comply with applicable law.

Termination by Customer

9.5 Customer may terminate this Agreement in accordance with Clause 14 of the DPA.

Effect of Termination/Expiry

9.6 Upon termination or expiry of the Agreement:

a. Subject to Clause 9.7, all Customer's (and Customer End Users') rights immediately terminate;

b. Customer remains responsible for all Fees Customer has incurred up to the date of termination or expiry, and any outstanding Fees, whether or not such Fees have become due at the date of termination or expiry;

c. Customer will immediately return or, if instructed by Arm, destroy all Arm Confidential Information in Customer's possession; and

d. Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

9.7 Clauses 1 (Definitions), 3.4 (Use of Device Specific Data), 5.4 (Customer Feedback), 6 (Fees and Payment Terms), 9.5 (Effect of Termination/Expiry), 11 (Limitation of Liability), 12 (Indemnity), 13 (Confidential Information), and 15 (Miscellaneous) shall all survive termination of the Agreement.

10.	**Warranties**

10.1 Customer represents and warrants that it will comply with all laws, rules, and regulations applicable to its use of the Service.

10.2 Arm warrants that the Service will perform substantially in accordance with the Documentation and as described on the Pelion Device Management Site. If Customer identifies a non-conformance with this warranty, informs Arm in accordance with the Pelion Device Management Service Support Program and Arm can verify such non-conformance, Arm will use reasonable efforts to correct any non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of this Clause 10.2 and shall not apply to the extent that any non-conformance is caused by use of the Service contrary to Arm's instructions, or modifications or alteration of the Service by any third party other than Arm.

10.3 Notwithstanding the above, Armdoes not warrant: (i) that Customer's use of the Service will be uninterrupted or error-free; or (ii) that the Service will meet Customer's requirements; or (iii) that the Device Data will be secure or not otherwise lost or damaged. Arm is not responsible for any delays, delivery failures, or any other damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Service may be subject to limitations, delays or other problems inherent in the use of such communications facilities. As stated in Clause 2.2, the only remedy for breach of the SLA, is the service credits set out in the SLA.

10.4 Except as set out above, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement and the Service are provided to the Customer on an "as is" basis.

11.	**Limitations of Liability**

11.1   SUBJECT TO CLAUSE 11.3, ARM SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT WHETHER IN TORT, CONTRACT, STATUTE, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE, ANTCIPATED SAVINGS, GOODWILL, LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES EVEN IF ARM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2   SUBJECT TO CLAUSES 11.1 AND 11.3, ARM'S AGGREGATE LIABILITY UNDER AND/OR IN CONNECTION WITH THE AGREEMENT, WHETHER IN TORT, CONTRACT, STATUTE, MISREPRESENTATION, RESTITUTION OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID TO ARM UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST RELEVANT CLAIM.

11.3   NOTHING IN THE AGREEMENT SHALL OPERATE TO EXCLUDE LIABILITY FOR: (i) DEATH OR PERSONAL INJURY RESULTING FROM EITHER PARTY'S NEGLIGENCE; OR (ii) FRAUD OR FRADULENT MISREPRESENTATION.

12.	**Indemnity**

12.1   Customer shall defend and indemnify Arm and the Arm Group against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Device Data, Device Specific Data or devices as used in connection with the Service and Customer's use of third-party cloud Service in conjunction with the service.

13.	**Confidential Information**

Protection

13.1   Except as expressly provided by Clauses 13.2 and 13.3, each party shall maintain in confidence the Confidential Information disclosed by the other party and apply security measures no less stringent than the measures that such party applies to its own similar information, but not less than a reasonable degree of care, to prevent unauthorized disclosure and use of the Confidential Information.

Permitted disclosures

13.2   Each party may disclose Confidential Information to its Subsidiaries and service providers and, where such party is Arm, to the Arm Group, and its Subsidiaries and service providers and Arm Group may use such information, in each case solely for the purposes of the Agreement. Each party will be liable for any breach of its obligations under Clause 13 that is caused by an act, error or omission of any such Subsidiary or service provider or the Arm Group.

13.3   Either party may disclose Confidential Information received from the other party in the following circumstances:

a. 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 (unless restricted by law) 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);
b. disclosure to nominated third parties under written authority from the original discloser of the Confidential Information; and
c. 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 the Agreement.

Excepted information

13.4   Except with respect to Personal Data, the provisions of this Clause 13 shall not apply to information which:

a. 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

b. 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 the Agreement; or

c. 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; or

d. was independently developed without use of or reference to the other party's Confidential Information.

14.	Marketing

14.1 Customer agrees that it shall not make any public communication, statement, announcement or press release with respect to the Agreement and/or Customer's use of the Service without Arm's prior written approval.

14.2 Arm may disclose that Customer is a customer of the Service and include Customer's name, trade mark and/or brand in a list of Arm's customers, online or in promotional materials. For this purpose, only, Customer will provide Arm with its logo and trade mark guidelines and Arm will comply with any such guidelines.

14.3 Other than as stated above in this Clause 14, neither the Customer nor Arm shall use the name, crest, logo, trade mark or registered image of the other or the other's group companies in promotional material or in connection with the use or provision of the Service without the prior written consent of the other party.

15.	Miscellaneous

Assignment and other dealings

15.1 Save as provided below under this Clause 15.1, neither party shall assign or otherwise transfer the Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other party. An assignment shall be deemed to include, without limitation: (i) any transaction or series of transactions whereby a third party acquires, directly or indirectly, the power to control the management and policies of the party, whether through the acquisition of voting securities, by contract or otherwise; or (ii) the sale of more than fifty percent (50%) of the party's assets whether in a single transaction or series of transactions.

Arm may assign any or all of its rights and obligations under the Agreement to any member of the Arm Group. In the event of an assignment pursuant to this clause, Arm will notify the Customer in writing.

Force Majeure

15.2 Neither party will be liable for any delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond either party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

Independent Contractors

15.3 Arm and Customer are independent contractors, and neither party is an agent of the other for any purpose or has the authority to bind the other.

No Third-Party Beneficiaries

15.4 The UK Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing that Act shall not apply in relation to the Agreement or any agreement, arrangement, understanding, liability or obligation arising under or in connection with the Agreement and nothing in the Agreement shall confer on any third party the right to enforce any provision of the Agreement.

U.S. Government Rights

15.5 The Service provided under this Agreement consists solely of commercial items. Customer shall be responsible for ensuring that any access granted to the Service to the US Government is in accordance with the terms of this Agreement is provided with the rights and restrictions described elsewhere herein.

Export Compliance

15.6

The material provided by either party under this Agreement is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. The parties agree to comply fully with all export laws and regulations of the United States and other countries ("**Export Laws**") to assure that neither the material provided by either party, nor any direct products thereof are: **(i)** exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to U.S export restrictions or to any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government; or **(ii)** intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

Notice

15.7 **To Customer**. Arm may provide any notice to Customer under the Agreement by: (i) posting a notice on the Pelion Device Management Site; or (ii) sending a message to the email address then associated with Customer's Account. Notices Arm provides by posting on the Pelion Device Management Site will be effective upon posting and notices Arm provides by email will be effective when Arm sends the email. It is Customer's responsibility to keep its email address up to date.

To Arm. To give Arm notice under the Agreement, Customer must contact Arm by email at IoTSupport@arm.com, or a different email address as Arm may notify the Customer from time to time pursuant to this Clause 15.7

Language. All communications and notices to be made or given pursuant to the Agreement must be in the English language.

No Waivers

15.8 Failure or delay by either party to enforce any provision of the Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Severability

15.9 The provisions contained in each section and sub-section of the Agreement shall be enforceable independently of each of the others and if a provision of the 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 the 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.

Governing Law

15.10 The validity, construction and performance of the Agreement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. Customer may bring a claim against Arm only in the courts of England and Wales. Arm may bring a claim against Customer in any court that has jurisdiction over Customer.

Entire Agreement

15.11 The Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into the Agreement, neither party has relied on, and neither party will have any right of remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in the Agreement.

Conflicting Terms

15.12 If there is a conflict between the documents that make up the Agreement, the documents will control in the following order: the Subscription Order, the Data Processing Addendum, these Pelion Device Management Terms of Service, the Pelion Device Management Service Support Program, and the SLA.