Avnet Design Kit License and Product Warranty

THE AVNET DESIGN KIT ("DESIGN KIT" OR "PRODUCT") AND ANY SUPPORTING DOCUMENTATION ("DOCUMENTATION" OR "PRODUCT DOCUMENTATION") IS SUBJECT TO THIS LICENSE AGREEMENT ("LICENSE"). USE OF THE PRODUCT OR DOCUMENTATION SIGNS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS LICENSE. THE TERMS OF THIS LICENSE ARE IN ADDITION TO THE AVNET TERMS AND CONDITIONS OF SALE, WHICH CAN BE VIEWED AT www.avnet.com AND ARE INCORPORATED INTO AND FORM PART OF THIS LICENSE AS IF SET FORTH AT LENGTH HEREIN. THE TERMS OF THIS LICENSE WILL CONTROL IN THE EVENT OF A CONFLICT.

1. Limited License. Avnet grants you, ("Buyer") a limited, non-exclusive, non-transferable, license to: (a) use the Product for your own internal testing, evaluation and design efforts at a single Buyer site; (b) make one copy of the Product to use as a backup copy; and (c) make, offer and sell the Product in a single production unit. No other rights are granted and Avnet and any other Product licensor reserves all rights not specifically granted in this License. Except as expressly permitted in this License, neither the Design Kit, Documentation nor any portion may be reverse engineered, disassembled, decompiled, sold, donated, shared, leased, assigned, sublicensed or otherwise transferred by Buyer. The term of this License is in effect until terminated. Buyer may terminate this license at any time by destroying the Product and all copies of the Product Documentation.

2. Changes. Avnet may make changes to the Product or Product Documentation at any time without notice. Avnet makes no commitment to update or upgrade the Product or Product Documentation and Avnet reserves the right to discontinue the Product or Product Documentation at any time without notice.

3. Product Documentation. Product Documentation is provided by Avnet on an “AS-IS” basis and does not form a part of the properties of the Product. All Product Documentation is subject to change without notice. Avnet makes no representation as to the accuracy or completeness of the Product Documentation, and DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO PRODUCT INFORMATION.

4. Limited Product Warranty. AVNET WARRANTS THAT, AT THE TIME OF DELIVERY, THE PRODUCT WILL MEET THE SPECIFICATIONS STATED IN PRODUCT DOCUMENTATION FOR SIXTY (60) DAYS FROM DELIVERY OF PRODUCT. IF BUYER CAN PROVIDE PROOF THAT THE QUALIFIED AVNET PRODUCT WAS PURCHASED TO BE DEPLOYED AS A COMPONENT IN THE BUYER'S COMMERCIALY AVAILABLE PRODUCT, THE WARRANTY WILL BE EXTENDED TO TWELVE (12) MONTHS FROM THE DATE OF PURCHASE. TO THE EXTENT PERMITTED BY LAW, AVNET MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, SUCH AS WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT. BUYER’S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED PRODUCT WARRANTY ARE, AT AVNET’S CHOICE: (I) REPAIR OF THE PRODUCT; (II) REPLACEMENT OF THE PRODUCT AT NO COST TO BUYER; OR (III) REFUND OF BUYER’S PURCHASE PRICE FOR THE PRODUCT.

5. LIMITATIONS OF LIABILITY. BUYER SHALL NOT BE ENTITLED TO AND AVNET WILL NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, COSTS OR EXPENSES ASSOCIATED WITH WARRANTY OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF AVNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRODUCT AND DOCUMENTATION ARE NOT DESIGNED, AUTHORIZED OR WARRANTED TO BE SUITABLE FOR USE IN MEDICAL, MILITARY, AIR CRAFT, SPACE OR LIFE SUPPORT EQUIPMENT NOR IN APPLICATIONS WHERE FAILURE OR MALFUNCTION OF THE PRODUCT CAN REASONABLY BE EXPECTED TO RESULT IN A PERSONAL INJURY, DEATH OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE. INCLUSION OR USE OF PRODUCT IN SUCH EQUIPMENT OR APPLICATIONS, WITHOUT PRIOR AUTHORIZATION IN WRITING OF AVNET, IS NOT PERMITTED AND IS AT BUYER’S OWN RISK. BUYER AGREES TO FULLY INDEMNIFY AVNET FOR ANY DAMAGES RESULTING FROM SUCH INCLUSION OR USE.

6. LIMITATION OF DAMAGES. BUYER’S RECOVERY FROM AVNET FOR ANY CLAIM SHALL NOT EXCEED BUYER’S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE.

7. INDEMNIFICATION. AVNET SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD AVNET HARMLESS FROM ANY CLAIMS BASED ON AVNET’S COMPLIANCE WITH BUYER’S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCT BY PARTIES OTHER THAN AVNET, OR USE IN COMBINATION WITH OTHER PRODUCTS.

8. California Proposition 65 Notice. This Product contains one or more chemicals known to the State of California to cause cancer, birth defects or other types of reproductive harm.

9. U.S. Government Restricted Rights. The Product and Product Documentation are provided with “RESTRICTED RIGHTS.” If the Product and Product Documentation and related technology or documentation are provided to or made available to the United States Government, any use, duplication, or disclosure by the United States Government is subject to restrictions applicable to proprietary commercial computer software as set forth in FAR 52.227-14 and DFAR 222.227-7013, et seq., its successor and other applicable laws and regulations. Use of the Product by the United States Government constitutes acknowledgment of the proprietary rights of Avnet and any third parties. No other governments are authorized to use the Product without written agreement of Avnet and applicable third parties.

10. Ownership. Licensee acknowledges and agrees that Avnet or Avnet’s licensors are the sole and exclusive owner of all Intellectual Property Rights in the Licensed Materials, and Licensee shall acquire no right, title, or interest in the Licensed Materials, other than any rights expressly granted in this Agreement.

11. Intellectual Property. All trademarks, service marks, logos, slogans, domain names and trade names (collectively "Marks") are the properties of their respective owners. Avnet disclaims any proprietary interest in Marks other than its own. Avnet and AV design logos are registered trademarks and service marks of Avnet, Inc. Avnet’s Marks may be used only with the prior written permission of Avnet, Inc.

12. General. The terms and conditions set forth in the License or at www.avnet.com will apply notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order, sales acknowledgement confirmation or other document. If there is any conflict, the terms of this License will control. This License may not be assigned by Buyer, by operation of law, merger or otherwise, without the prior written consent of Avnet and any attempted or purported assignment shall be void. Licensee understands that portions of the Licensed Materials that have been licensed to Avnet from third parties and that such third parties are intended beneficiaries of the provisions of this Agreement. In the event any of the provisions of this Agreement are for any reason determined to be void or unenforceable, the remaining provisions will remain in full effect. This constitutes the entire agreement between the parties with respect to the use of this Product, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No waiver or modification is effective unless agreed to in writing and signed by authorized representatives of both parties. The obligations, rights, terms and conditions shall be binding on the parties and their respective successors and assigns. The License is governed by and construed in accordance with the laws of the State of Arizona excluding any law or principle, which would apply the law of any other jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply.