

# **End-User License Agreements**

**LuMon™ System**

**&**

**LuMon™ OEM System**

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## 1 INTRODUCTION

SenTec's LuMon™ System ("LMS") and SenTec's LuMon™ OEM System ("LMOS") both use SenTec, Third-Party and/or open source software. SenTec, Third-Party and/or open source software are subject to different terms of license. By entering into any purchase agreement for the SenTec LuMon™ System, the SenTec LuMon™ OEM System or by installing or using software used in the aforementioned devices, you agree (i) that the terms and conditions in the respective End-User License Agreements ("EULA") listed herein are legally binding and valid contracts and (ii) to abide by all of the terms and conditions of these respective EULAs.

Components of the software used in SenTec devices may be free and open source software licensed under the terms of copyleft licenses such as the GNU General Public License. Upon request, we will supply the source code of these free and open source software components on a data medium.

The copyright holders grant no guarantees and hold no liability for free and open source software.

## 2 DEFINITIONS

Notion	Definition
EULA	Is the abbreviation of End-User License Agreement
GUI-SW	Shall mean the LuMon™ Monitor GUI Software
LMOS	Is the abbreviation of LuMon™ OEM System
LMS	Is the abbreviation of LuMon™ System
Product	Shall mean (i) the LuMon™ System as further specified in documents 2ST200-113 (Specification Sheet for the LMS' Adults/Children configuration) and 2ST200-(Specification Sheet for the LMS' Neonates/ Infants configuration) <b>or</b> (ii) the LuMon™ OEM System as further specified in documents 2ST400-113 (Specification Sheet for the LMOS' Adults/Children configuration) and 2ST400-114 (Specification Sheet for the LMOS' Neonates/ Infants configuration).
SenTec Software	Shall mean any and all Product related software owned by SenTec.
Software License	Shall mean any and all software licenses of SenTec Software.
Software Sub-License	Shall mean any and all software sub-licenses of Third-Party Software.
Third-Party Software	Shall mean any and all Product related software licensed by SenTec from a third-party.

Note that Third-Party Software license agreements recited below may use their own definitions. In the Third-Party Software license agreements, terms such as “software” refer to the respective Third-Party Software and terms such as “device” refer to the Product.

## 3 OVERVIEW OF SOFTWARE USED IN THE PRODUCT

### 3.1 Overview of SenTec Software used in the Product

The following table lists all SenTec Software used in the Product. For each SenTec Software the table indicates the versions, for which the license terms provided in the referenced section apply.

<b>SenTec Software</b> ( <i>used in</i> )	<b>Versions</b>	<b>Section</b>
LuMon™ Monitor GUI Software <sup>(1)</sup> ( <i>LuMon™ Monitor</i> )	All released versions	<a href="#">4.1.1</a>
TIC Software ( <i>LuMon™ Monitor, OEM EIT Module, LuMon™ Module</i> )	All released versions	<a href="#">4.1.2</a>
ControlBox Software ( <i>SensorBeltConnector, LuMon™ Connector</i> )	All released versions	<a href="#">4.1.3</a>
MatchBox Software ( <i>SensorBeltConnector</i> )	All released versions	<a href="#">4.1.4</a>
NeoMatchBox Software ( <i>LuMon™ Connector</i> )	All released versions	<a href="#">4.1.5</a>

<sup>(1)</sup> Not applicable in case of the LuMon™ OEM System

### 3.2 Overview of Third-Party & open source software used in the Product

The following table lists all Third Party Software and open source software as well as the respective versions used in the Product. For each Third Party Software and/or open source software the section in which the corresponding license terms are provided, is referenced.

<b>Third Party Software / open source software</b> <sup>(2)</sup> ( <i>used by</i> )	<b>Version used</b>	<b>Section</b>
Windows 7 Embedded Standard, Service Pack 1 <sup>(1)</sup> ( <i>GUI-SW</i> )	-	<a href="#">4.2.1</a>
.NET Framework, Microsoft <sup>(1)</sup> ( <i>GUI-SW</i> )	4.5	<a href="#">4.2.2</a>
Log4Net, Apache Software Foundation <sup>(1)</sup> ( <i>GUI-SW</i> )	1.2.13	<a href="#">4.2.3</a>
SUSI, Advantech <sup>(1)</sup> ( <i>GUI-SW</i> )	4.0.12921.0	<a href="#">4.2.4</a>
Intel Chipset, Intel <sup>(1)</sup> ( <i>GUI-SW</i> )	1.1.9.0140	<a href="#">4.2.5</a>
Intel Graphics Driver, Intel Corporation <sup>(1)</sup> ( <i>GUI-SW</i> )	10.18.10.4276	<a href="#">4.2.5</a>
Intel Network Connections (Ethernet-Driver), Intel <sup>(1)</sup> ( <i>GUI-SW</i> )	21.1.30.0	<a href="#">4.2.5</a>
Microchip LAN9500 Device Driver, Microchip Technology Inc. <sup>(1)</sup> ( <i>GUI-SW</i> )	4.5.51209	<a href="#">4.2.6</a>
Frutiger Next Com Ultra Light, Monotype Imaging Inc. <sup>(1)</sup> ( <i>GUI-SW</i> )	-	<a href="#">4.2.7</a>
Frutiger Com 45 Light, Monotype Imaging Inc. <sup>(1)</sup> ( <i>GUI-SW</i> )	-	<a href="#">4.2.7</a>
Arial Unicode MS Regular, Monotype Imaging Inc. <sup>(1)</sup> ( <i>GUI-SW</i> )	-	<a href="#">4.2.7</a>
FatFs ( <i>TIC Software</i> )	-	<a href="#">4.2.8</a>
Texas Instrument (OMAP, SysBios, Device Drivers) ( <i>TIC Software</i> )	-	<a href="#">4.2.9</a>
Altera Firmware ( <i>ControlBox Software</i> )	-	<a href="#">4.2.10</a>
uC/OS-II Firmware ( <i>ControlBox Software</i> )	2.86	<a href="#">4.2.11</a>
Cryptographic Library (Cryptoauthlib) ( <i>NeoMatchBox Software</i> )	-	<a href="#">4.2.12</a>

<sup>(1)</sup> Not applicable in case of the LuMon™ OEM System

<sup>(2)</sup> Libraries, frameworks, fonts

## 4 LICENSE TERMS FOR PRODUCT RELATED SOFTWARE

Section 3 provides an overview of all software used in the Product.

### 4.1 License terms for Product related SenTec Software

Section 3.1 provides an overview of all SenTec Software used in the Product as well as the version(s) for which the respective license terms indicated in the following sub-sections are applicable.

#### 4.1.1 LuMon™ Monitor GUI Software

##### END-USER LICENSE AGREEMENT (EULA)

Please carefully read the following terms and conditions before using this Product. It contains SenTec Software, the use of which is licensed by SenTec AG, to its customers for their use only as set forth below. No part of the SenTec Software may be reproduced, copied, translated or transmitted in any form or by any means without the prior written permission of SenTec AG.

##### GRANT OF LICENSE:

SenTec AG (the "Licensor") grants to you this limited, non-exclusive, non-transferable, non-assignable license solely to use in a single copy of the SenTec Software on a single Product for use by a single concurrent user only and solely provided that you adhere to all of the terms and conditions of this EULA.

**ASSENT:** By entering into any purchase agreement for the Product or by installing the SenTec Software, you agree that this EULA is a legally binding and valid contract, agree to abide by all of the terms and conditions of this EULA, and further agree to take all necessary steps to ensure that the terms and conditions of this EULA are not violated by any person or entity under your control or in your service.

##### RESTRICTIONS:

(a) To the extent allowable under the applicable law, you are expressly prohibited from copying, modifying, altering, adapting, porting, merging, selling, leasing, redistributing, assigning, or transferring in any matter, SenTec Software or any portion thereof.

(b) You may take a single copy of materials within the package or otherwise related to SenTec Software only as required for backup purposes.

(c) To the extent allowable under the applicable law, you are also expressly prohibited from reverse engineering, decompiling, translating, disassembling, deciphering, decrypting, or otherwise attempting to discover the source code of the SenTec Software as the SenTec Software contains proprietary material of Licensor.

##### TERM:

This EULA is effective until terminated. You may terminate this EULA at any time by uninstalling the SenTec Software and destroying all copies of the SenTec Software. Upon any termination, you agree to uninstall the SenTec Software and return or destroy all copies of the SenTec Software, any accompanying documentation, and all other associated materials.

##### GOVERNING LAW:

This EULA, and any dispute arising out of or in connection with this EULA, shall be governed by and construed in accordance with the laws of Switzerland.

##### DISCLAIMER:

In no event shall Licensor or its suppliers be liable to you or any third party for any special, incidental or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not Licensor had been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of the SenTec Software. Some jurisdictions prohibit the exclusion or limitation or limitation of liability for consequential

or incidental damages, so the above limitations may not apply to you. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

**SEVERABILITY:**

In the event any provision of this EULA is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted therefore.

**ENTIRE AGREEMENT:**

This EULA sets forth the entire understanding and agreement between you and SenTec AG, supersedes all prior agreements, whether written or oral, with respect to the SenTec Software, and may be amended only in a writing signed by both parties.

**END OF TERMS AND CONDITIONS**

**4.1.2 TIC Software**

The EULA for SenTec's TIC Software is identical to that for the LuMon™ Monitor GUI Software (see [4.1.1](#))

**4.1.3 ControlBox Software**

The EULA for SenTec's ControlBox Software is identical to that for the LuMon™ Monitor GUI Software (see [4.1.1](#))

**4.1.4 MatchBox Software**

The EULA for SenTec's MatchBox Software is identical to that for the LuMon™ Monitor GUI Software (see [4.1.1](#))

**4.1.5 NeoMatchBox Software**

The EULA for SenTec's NeoMatchBox Software is identical to that for the LuMon™ Monitor GUI Software (see [4.1.1](#))

**4.2 License terms for Product related Third Party & open source software**

Section [3.2](#) provides an overview of all Third-Party Software and open source software used in the Product and indicates for each software the version used in the Product and for which the license terms indicated in the following sub-sections are applicable.

**4.2.1 Windows 7 Embedded Standard, Service Pack 1**

**MICROSOFT SOFTWARE LICENSE TERMS**

**WINDOWS EMBEDDED STANDARD 7**

These license terms are an agreement between you and SenTec AG. Please read them. They apply to the software included on this device. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- updates,
- supplements,

- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

If you obtain updates or supplements directly from Microsoft, then Microsoft, and not SenTec AG, licenses those to you.

**As described below, using the software also operates as your consent to the transmission of certain computer information for Internet-based services.**

**By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact SenTec AG to determine its return policy for a refund or credit.**

**If you comply with these license terms, you have the rights below.**

## 1. USE RIGHTS

**Use.** The software license is permanently assigned to the device with which you acquired the software. You may use the software on the device.

## 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

**a. Specific Use.** SenTec AG designed the device for a specific use. You may only use the software for that use.

**b. Other Software.** You may use other programs with the software as long as the other programs

- directly supports the manufacturer's specific use for the device, or
- provide system utilities, resource management, or anti-virus or similar protection.
- Software that provides consumer or business tasks or processes may not be run on the device. This includes email, word processing, spreadsheet, database, scheduling and personal finance software. The device may use terminal services protocols to access such software running on a server.

**c. Device Connections.** You may not use the software as server software. In other words, more than one device may not access, display, run, share or use the software at the same time.

You may use terminal services protocols to connect the device to a server running business task or processes software such as email, word processing, scheduling or spreadsheets.

You may allow up to ten other devices to access the software to use

- File Services,
- Print Services,
- Internet Information Services, and
- Internet Connection Sharing and Telephony Services.

The ten connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may use unlimited inbound connections at any time via TCP/IP.

**d. Remote Access Technologies.** You may access and use the software remotely from another device using remote access technologies as follows.

Remote Desktop. The single primary user of the device may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.

Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.



Other Remote Uses. You may allow any number of devices to access the software for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.

**e. Font Components.** While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

**f. Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media.

**3. VHD BOOT.** Additional copies of the software created using the software's Virtual Hard Disk functionality ("VHD Image") may be pre-installed on the physical hard disk of the device. These VHD Images may only be used for maintaining or updating the software installed on the physical hard disk or drive. If the VHD Image is the only software on your device, it may be used as the primary operating system but all other copies of the VHD Image may only be used for maintenance and updating.

**4. POTENTIALLY UNWANTED SOFTWARE.** The software may include Windows Defender. If Windows Defender is turned on, it will search this device for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," will be automatically removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- Other software on your device ceasing to work, or
- Your breaching a license to use other software on this device

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

**5. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. SenTec AG and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact SenTec AG. You may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this device.

**6. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

**a. Consent for Internet-Based Services.** The device may contain one or more of the software features described below. These features connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. For more information about these features, visit [go.microsoft.com/fwlink/?linkid=104604](http://go.microsoft.com/fwlink/?linkid=104604).

**By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system and browser, the name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you. SenTec AG has elected to turn on the following features on the device.

- Plug and Play and Plug and Play Extensions. You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose to switch them off or not use them.
- Digital Certificates. The software uses x.509 version 3 digital certificates. These digital certificates confirm the identity of user sending information to each other and allow you to encrypt the information. The software retrieves certificates and updates certificate revocation lists over the Internet.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off this feature.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask

Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for
  - compatible online music services in your region;
  - new versions of the player; and
  - codecs if your device does not have the correct ones for playing content.

You can switch off this feature. For more information, go to:  
[go.microsoft.com/fwlink/?LinkId=51331](http://go.microsoft.com/fwlink/?LinkId=51331).

- [www.support.microsoft.com/?kbid=890830](http://www.support.microsoft.com/?kbid=890830) ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at [www.support.microsoft.com/?kbid=890830](http://www.support.microsoft.com/?kbid=890830). Malicious Software Removal/Clean On Upgrade. Before installation of the software, the software will check and remove certain malicious software listed at

- Network Awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
  - Windows Time Service. This service synchronizes with [www.time.windows.com](http://www.time.windows.com) once a week to provide your I device with the correct time. The connection uses standard NTP protocol.
  - Search Suggestions Service. In Internet Explorer, when you type a search query in the Instant Search box or type a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type. Also, when you press Enter or click the Search button, the text in the Instant Search box or Address bar is sent to the search provider. If you use a Microsoft search provider, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at [go.microsoft.com/fwlink/?linkid=31493](http://go.microsoft.com/fwlink/?linkid=31493). If you use a third-party search provider, use of the information sent will be subject to the third party's privacy practices. You can turn search suggestions off at any time. To do so, use Manage Add-ons under the Tools button in Internet Explorer. For more information about the search suggestions service, see [go.microsoft.com/fwlink/?linkid=128106](http://go.microsoft.com/fwlink/?linkid=128106).
  - Consent to Update Infrared Emitter/Receiver. The software may contain technology to ensure the proper functioning of the infrared emitter/receiver device shipped with certain Media Center-based products. You agree that the software may update the firmware of this device.
  - Media Center Online Promotions. If you use Media Center features of the software to access Internet-based content or other Internet-based services, such services may obtain the following information from the software to enable you to receive, accept and use certain promotional offers:
    - certain device information, such as your Internet protocol address, the type of operating system and browser you are using, and the name and version of the software you are using,
    - the requested content, and
    - the language code of the device where you installed the software.
    - Your use of the Media Center features to connect to those services serves as your consent to the collection and use of such information.
  - Media Playback Updates. The software on the device may include media playback features which receives updates directly from the MSCORP Media Playback Update servers. If activated by your manufacturer, these updates will be downloaded and installed without further notice to you. The manufacturer is responsible for ensuring these updates work on your device.
  - Windows Update Agent. The software on the device includes Windows Update Agent ("WUA"). This feature enables your device to access Windows Updates either directly from MSCORP Windows Update server or from a server installed with the required server component and from the Microsoft Windows Update server. To enable the proper functioning of the Windows Update service in the software (if you use it) updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you. Without limiting any other disclaimer in these license terms or any license terms accompanying a Windows Update, you acknowledge and agree that no warranty is provided by Microsoft Corporation or their affiliates with respect to any Windows Update that you install or attempt to install on your device.
- b. Use of Information.** Microsoft may use the device information, error reports, and Malware reports to improve our software and services. We may also share it with others,

such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

- c. Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

**7. PRODUCT SUPPORT.** Contact SenTec AG for support options. Refer to the support number provided with the device.

**8. MICROSOFT .NET BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).

Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).

**9. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.

**10. DOCUMENTATION.** Any person that has valid access to your device or internal network may copy and use the documentation for your internal, reference purposes.

**11. PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in SenTec AG's software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see [www.howtotell.com](http://www.howtotell.com).

**12. TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.

**13. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD.** This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. If the software includes those visual compression technologies MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER ONE OR MORE VIDEO PATENT PORTFOLIO LICENSES SUCH AS, AND WITHOUT LIMITATION, THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND THE MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VIDEO UNDER SUCH PATENT PORTFOLIO LICENSES. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS PRODUCT IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

**14. NOTICE ABOUT THE MP3 AUDIO STANDARD.** This software includes MP3 audio encoding and decoding technology as defined by ISO/IEC 11172-3 and ISO/IEC 13818-3. It is not licensed for any implementation or distribution in any commercial product or service.

**15. NOT FAULT TOLERANT. The software is not fault tolerant. SenTec AG installed the software on the device and is responsible for how it operates on the device.**

**16. RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunc-

tion of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

**17. NO WARRANTIES FOR THE SOFTWARE.** The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, SenTec AG and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.

**18. LIABILITY LIMITATIONS.** You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00). You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
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#### 4.2.12 Cryptographic Library (Cryptoauthlib)

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