

YOCTO LAYER LICENSE FOR MENDER BY NORTHERN.TECH

Thank you for choosing the Mender Yocto layer by Northern.tech (“**NT**”).

The use of the NT open source and/or enterprise (closed source) software offered access to (linked) through the Mender Yocto layer (“**layer software**”) requires as conditions that you (or your organization):

- a) has signed up for the appropriate **Hosted Mender** subscription or **Mender Enterprise on-premise** software (collectively, “**Mender**”)
- b) accept the below software open source and closed source license terms and the terms of your Mender agreement (collectively, “**terms**”), and
- c) accept the terms of any third-party software provided access to through the Mender Yocto layer.

Governing law and legal venue are as stipulated in the Mender agreement under which your use of layer software and Mender takes place.

CLOSED SOURCE LICENSE TERMS

1. GRANT OF LICENSE

Subject to the conditions of the terms, NT grants you as a licensee and customer a non-transferable, non-sublicensable, non-exclusive license during the term of your Mender subscription to use the object code form of the layer software for the business purposes of your entity. Such use must take place in accordance with the technical and user documentation made available by NT to its customers with regards to layer software (“**documentation**”).

Layer software shall also include any documentation and any later releases of the layer software.

2. INSTALLATION AND COPIES

Customer may install the layer software only on computers and devices under its control and management for use only by its customers, its customer’s employees, required affiliates and contractors for as many devices as covered by your Mender subscription. Customer may also make a reasonable number of copies of the layer software for back-up and archival purposes.

3. LICENSE RESTRICTIONS

Customer may not (and may not allow any third party to):

- a) decompile, disassemble or otherwise reverse engineer the layer software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the layer software by any means whatsoever (except to the extent that applicable law restricts reverse engineering restrictions, and then only with prior written notice to NT);

- b) distribute, sell, sublicense, rent, lease or use the layer software for time sharing, hosting, service provision or similar purposes;
- c) remove any product identification, proprietary, copyright or other notices contained in the layer software; or
- d) modify or create derivative work any part of the layer software or incorporate the layer software into or with other software, except to the extent expressly authorized in writing by NT.

4. LIMITED WARRANTY

4.1 Warranty period

NT warrants that for a period of ninety (90) days from the date of download of the layer software (the “**warranty period**”), the layer software shall operate in substantial conformity with its documentation. NT does not warrant that customer’s use of the layer software will be uninterrupted or error-free, will not result in data loss or that any security mechanisms implemented by the layer software will not have inherent limitations. NT sole liability (and customer’s exclusive remedy) for any breach of this warranty shall be, in NT’s sole discretion, to use commercially reasonable efforts to provide customer with an error-correction or work-around which corrects the reported non-conformity, to replace the non-conforming layer software with conforming layer software. If NT determines such remedies to be impracticable within a reasonable period of time, NT may terminate the applicable Mender agreement, and thus the license to layer software. Upon termination NT will refund the subscription fee paid for the non-conforming layer software. NT shall have no obligation with respect to a warranty claim unless notified of such claim within the warranty period.

4.2 Exclusions

The above warranty shall not apply: (a) if the layer software is used with hardware or software not specified in NT documentation; (b) if any modifications are made to the layer software by customer or any third party; (c) to defects in the layer software due to accident, abuse or improper use by customer; or (d) to software provided on a no charge or evaluation basis.

4.3 Disclaimer

Except as expressly set forth in this section 4 the layer software and all services are provided “as is”. Neither NT nor any of its suppliers makes any other warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or non-infringement.

5. LIMITATION OF LIABILITY

5.1 Neither party shall be liable for any loss of use, lost data, savings or profits, failure of security mechanisms, interruption of business or any other indirect, special, incidental or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance. You will indemnify and hold us harmless for any claim based on negligence (tort), product liability or other strict liability related to devices you control or service.

5.2 Notwithstanding any other provision of the terms, NT's and its suppliers' entire liability to customer shall not exceed the amount actually paid by customer to NT under your Mender agreement under which use of the layer software takes place, during the previous six-month period preceding the incident giving rise to the loss.

5.3 This section 5 shall not apply to customer with respect to any claim arising under the sections 1 - 3 above.

OPEN SOURCE LICENSE TERMS

The licenses depends on which Mender version you are using, and can be found using this link syntax:

Latest version: <https://docs.mender.io/release-information/open-source-licenses>

Older versions:

<https://docs.mender.io/<version-number>/release-information/open-source-licenses>