

Device & Software Evaluation Agreement for Developers (Project Ara)

Thank you for participating in Project Ara! Because of your participation, Google Inc. (“Google”) would like to provide you a hardware development board (a “Device”), including but not limited to firmware, development tools, software (whether preloaded on the Device, provided to the Device via update and/or provided separately), documentation, specifications and schematics, for You to evaluate and test in connection with Project Ara. “You” refers to yourself, your company and the authorized personnel of your company.

In order to provide You with the Device, Google needs You to agree to a few things:

1. You agree to only use the Device for purposes of development, evaluation and testing purposes directly related to Project Ara.
2. Because the Device has been modified, it has not been approved for use except under the conditions of the present testing regime. Therefore, YOU AGREE THAT THE DEVICE IS NOT FOR SALE OR EXCHANGE.
3. You also agree to comply with the obligations described below:
 - a. You will not reverse engineer, decompile or disassemble the Device(s) for any purpose inconsistent with this Agreement.
 - b. You will immediately notify ara-dev@google.com if any Device(s) are lost or stolen.
4. At Google’s request, you agree to return (at your expense) the Device to Google within ten (10) business days of such request.
5. All right and title to the Device(s) and Materials remain with Google and do not pass to You.
6. The Device(s) may not meet any or all FCC, UL or other safety requirements. You are solely responsible for and hereby accepts responsibility for necessary safety precautions in this regard. You are solely responsible for ensuring that Your use of the Device(s) complies with all applicable laws.
7. Google may update Project Ara software from time to time, and Google makes no warranties or representations regarding the compatibility of any products you may develop using the Device(s) with any future versions of Project Ara.
8. If You provide any feedback, comments or suggestions to Google about the Device(s), then Google has a worldwide, irrevocable, perpetual, royalty-free license to make, use, disclose, create derivative works, modify, reproduce, distribute and sublicense all such feedback, comments and/or suggestions.

9. The Device(s) as well as any accompanying information may be subject to restrictions on use, release, transfer, importation, exportation and/or re-exportation under the laws and regulations of the United States or other countries ("Applicable Laws"), which include but are not limited to U.S. export control laws such as the Export Administration Regulations and national security controls as defined thereunder, as well as State Department controls under the U.S. Munitions List. The Device(s), and any product thereof, will not be used, released, transferred, imported, exported and/or re-exported in any manner prohibited under Applicable Laws, including U.S. export control laws regarding specifically designated persons, countries and nationals of countries subject to national security controls.

10. THE DEVICE(S) IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM CUSTOM OR TRADE. GOOGLE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS AS TO THE CORRECTNESS, ACCURACY OR RELIABILITY OF THE DEVICE(S). IN NO EVENT WILL GOOGLE BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DAMAGES, DIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MAY ARISE HEREUNDER, EVEN IF YOU OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. BY USING THE DEVICE(S) WITHOUT CHARGE, YOU ACCEPT THIS ALLOCATION OF RISK.

11. This Agreement shall be governed by, subject to, and construed in accordance with the internal laws of the State of California, excluding all conflict of law rules.

Your information will be used in accordance with Google's Privacy Policy:
<http://www.google.com/policies/privacy/>