



Addendum to Krypton Solutions Terms and Conditions

REFERENCE DESIGN (KIT) ADDITIONAL TERMS

Krypton Solutions (Krypton) provides the enclosed **KIT** under the following conditions: The user assumes all responsibility and liability for proper and safe handling of the goods. Further, the user indemnifies Krypton from all claims arising from the handling or use of the goods. Should this **KIT** not meet the specifications indicated in the Hardware Overview, the **KIT** may be returned within 30 days from the date of delivery for a full refund. THE FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY MADE BY SELLER TO BUYER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT TO THE EXTENT OF THE INDEMNITY SET FORTH ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Please read the Hardware Overview and, specifically, the Warnings and Restrictions notice in the Hardware Overview prior to handling the product. The notice contains important safety information about temperatures and voltages. No license is granted under any patent right or other intellectual property right of Krypton covering or relating to any machine, process, or combination in which such Krypton products or services might be or are used. Krypton currently deals with a variety of customers for products, and therefore our arrangement with the user is not exclusive. Krypton assumes no liability for applications assistance, customer product design, software performance, or infringement of patents or services described herein.

REGULATORY COMPLIANCE INFORMATION

As noted in the **KIT** Hardware Overview and/or **KIT** itself, this **KIT** and/or accompanying hardware may or may not be subject to the Federal Communications Commission (FCC) and Industry Canada (IC) rules. For **KITs** not subject to the above rules, this **KIT** is intended for use for ENGINEERING DEVELOPMENT, DEMONSTRATION OR EVALUATION PURPOSES ONLY and is not considered by Krypton to be a finished end product fit for general consumer use. It generates, uses, and can radiate radio frequency energy and has not been tested for compliance with the limits of computing devices pursuant to part 15 of FCC or ICES-003 rules, which are designed to provide reasonable protection against radio frequency interference. Operation of the equipment may cause interference with radio communications, in which case the user at his own expense will be required to take whatever measures may be required to correct this interference.

Important Notice for Users of this Product in Japan

This development **KIT** is NOT certified as Conforming to Technical Regulations of Radio Law of Japan. If you use this **KIT** in Japan, you are required by Radio Law of Japan to follow the instructions below with respect to this **KIT**:

1. Use this **KIT** in a shielded room or any other test facility as defined in the notification #173 issued by Ministry of Internal Affairs and Communications on March 28, 2006, based on Sub-section 1.1 of Article 6 of the Ministry's Rule for Enforcement of Radio Law of Japan,
2. Use this **KIT** only after you obtained the license of Test Radio Station as provided in Radio Law of Japan with respect to this **KIT**, or
3. Use of this **KIT** only after you obtained the Technical Regulations Conformity Certification as provided in Radio Law of Japan with respect to this **KIT**. Also, please do not transfer this **KIT**, unless you give the same notice above to the transferee. Please note that if you could not follow the instructions above, you will be subject to penalties of Radio Law of Japan.

WARNINGS, RESTRICTIONS AND DISCLAIMERS

For Feasibility Evaluation Only, in Laboratory/Development Environments. Unless otherwise indicated, this **KIT** is not a finished electrical equipment and not intended for consumer use. It is intended solely for use for preliminary feasibility evaluation in laboratory/development environments by technically qualified electronics experts who are familiar with the dangers and application risks associated with handling electrical mechanical components, systems and subsystems. It should not be used as all or part of a finished end-product.

Your Sole Responsibility and Risk. You acknowledge, represent and agree that:

1. You have unique knowledge concerning Federal, State and local regulatory requirements (including but not limited to Food and Drug Administration regulations, if applicable) which relate to your products and which relate to your use (and/or that of your employees, affiliates, contractors or designees) of the **KIT** for evaluation, testing and other purposes.
2. You have full and exclusive responsibility to assure the safety and compliance of your products with all such laws and other applicable regulatory requirements, and to assure the safety of any activities to be conducted by you and/or your employees, affiliates, contractors or designees, using the **KIT**. Further, you are responsible to assure that any interfaces (electronic and/or mechanical) between the **KIT** and any human body are designed with suitable isolation and means to safely limit accessible leakage currents to minimize the risk of electrical shock hazard.
3. You will employ reasonable safeguards to ensure that your use of the **KIT** will not result in any property damage, injury or death, even if the **KIT** should fail to perform as described or expected.
4. You will take care of proper disposal and recycling of the **KIT's** electronic components and packing materials.

It is important to operate this **KIT** within Krypton's recommended specifications and environmental considerations per the Hardware Overview. Exceeding the specified **KIT** ratings (including but not limited to input and output voltage, current, power, and environmental ranges) may cause property damage, personal injury or death. If there are questions concerning these ratings, please contact the appropriate technical support prior to connecting interface electronics including input power and intended loads. Any loads applied outside of the specified output range may result in unintended and/or inaccurate operation and/or possible permanent damage to the **KIT** and/or interface electronics. Please consult the **KIT** Hardware Overview prior to connecting any load to the **KIT** output. If there is uncertainty as to the load specification, please contact the appropriate technical support representative. During normal operation, some circuit components may have case temperatures greater than 60°C if the input and output are maintained at a normal ambient operating temperature. These components include, but are not limited to, linear regulators, switching transistors, pass transistors, and current sense resistors. As with all electronic evaluation tools, only qualified personnel knowledgeable in electronic measurement and diagnostics normally found in development environments should use these **KITs**. Agreement to Defend, Indemnify and Hold Harmless. You agree to defend, indemnify and hold Krypton, its licensors and their representatives harmless from and against all claims, damages, losses, expenses, costs and liabilities (collectively, "Claims") arising out of or in connection with any use of the **KIT** that is not in accordance with the terms of the agreement. This obligation shall apply whether Claims arise under law of tort or contract or any other legal theory, and even if the **KIT** fails to perform as described or expected.

Safety-Critical or Life-Critical Applications

If you intend to evaluate the components for possible use in safety critical applications (such as life support) where a failure of the Krypton **KIT** would reasonably be expected to cause severe personal injury or death, such as devices which are classified as FDA Class III or similar classification, then you must specifically notify Krypton of such intent and enter into a separate Assurance and Indemnity Agreement.