

# Low Power Connectivity Software Licensing Agreement

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Now, therefore, it is agreed as follows:

## 1. License Grants and conditions

### 1.1 Software Development Kit

1.1.1 Subject to and conditioned on Licensee’s compliance with the terms and conditions of this Agreement, Dialog hereby grants to Licensee, under Dialog’s (and Dialog’s licensors’) intellectual property rights embodied in the Software Development Kit (‘SDK’), the following non-exclusive, non-transferable, revocable (in accordance with the provisions hereof), royalty-free, fully paid-up, worldwide rights, without the right to sub-license (except as expressly permitted in this Agreement), and solely for the Permitted Use:

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- b. to modify the Sample Source Code related to the SDK to the extent necessary for customization of the applications, solely as limited by this Agreement and solely in relation to Dialog ICs;
- c. to manufacture or have manufactured Licensee's products incorporating the developed applications into Dialog ICs, and market, sell and distribute such applications as integrated into Dialog ICs, on a worldwide basis to the end user, directly or indirectly;
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## 1.2 Dialog Software Tools

1.2.1 Subject to and conditioned on Licensee's compliance with the terms and conditions of this Agreement, Dialog hereby grants to Licensee, under Dialog's (and Dialog's licensors') intellectual property rights embodied in the Dialog Software Tools, the following non-exclusive, non-transferable, revocable (in accordance with the provisions hereof), royalty-free, fully paid-up, worldwide rights, without the right to sub-license (except as expressly permitted in this Agreement), and solely for the Permitted Use:

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- b. to distribute the Sample Source Code related to the Dialog Software Tools (whether modified or unmodified), as a standalone product to Licensee's Authorized Third Parties, on the same terms as those set forth in section 1.1.1(d).

## 1.3 Reference Designs and HomeKit™ source code

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- c. to manufacture or have manufactured Licensee's products incorporating the developed applications into Dialog ICs, and market, sell and distribute such applications as integrated into Dialog ICs or Authorized Host Devices, on a worldwide basis to the end user, directly or indirectly;
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e. In relation to HomeKit™ source code, Licensee agrees to comply with the MFi authorization procedure before being granted access rights to the HomeKit™ source code and Licensee furthermore agrees to only use the HomeKit™ source code for the limited purpose of developing products in accordance with the terms of a valid and in-effect MFi license;

f. Licensee may distribute the Sample Source Code related to the Reference Designs (whether modified or unmodified), as a standalone product to Licensee's Authorized Third Parties, on the same terms as those set forth in section 1.1.1(d). Licensee shall not be permitted to further distribute the HomeKit™ source code as a standalone product.

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7.1 This Agreement shall be effective from the Effective Date and shall remain in force until terminated in accordance with the provisions hereof.

7.2 Dialog may terminate this Agreement with immediate effect upon written notice to Licensee, with no liability to Licensee, if (a) Licensee breaches any term of this Agreement, or (b) Licensee is acquired or merged, or undergoes a change of control (and Licensee agrees to notify Dialog of any such transaction), (c) the partner with whom Dialog offered certain parts of the Licensed Software to Licensee has terminated its relationship with Dialog or ceased to offer certain parts of the Licensed Software. Both parties shall also have the right to terminate this Agreement for convenience for no reason or any reason whatsoever, upon providing the other party with sixty (60) days' written notice of its intention to do so.

7.3 Upon termination of this Agreement, Licensee agrees to return to Dialog all copies of the Licensed Software, or at Dialog's request, destroy all copies of the Licensed Software. If Dialog so requests, Licensee agrees to have an executive of Licensee provide Dialog with a letter stating that all copies of the Licensed Software have been returned or destroyed.

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On termination or expiry of this Agreement, Licensee agrees to either destroy or return such Confidential Information, at the option of Dialog. In case Dialog elects neither of the above options, the confidentiality obligations contained herein shall survive any expiry or termination of this Agreement and shall survive in perpetuity, or until such time as the Confidential Information is made public (by no fault of Licensee or Authorized Third Parties).

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## 10. General

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*Version 5, 24 March 2017*