

S110/S120/S130/S132/S140 license agreement

NORDIC SEMICONDUCTOR ASA SOFTDEVICE LICENSE AGREEMENT

License Agreement for the Nordic Semiconductor ASA ("Nordic") S110, S120, S130, S132, and S140 Bluetooth SoftDevice software packages ("SoftDevice").

You ("You" "Licensee") must carefully and thoroughly read this License Agreement ("Agreement"), and accept to adhere to this Agreement before downloading, installing and/or using any software or content in the SoftDevice provided herewith.

YOU ACCEPT THIS LICENSE AGREEMENT BY (A) CLICKING ACCEPT OR AGREE TO THIS LICENSE AGREEMENT, WHERE THIS OPTION IS MADE AVAILABLE TO YOU; OR (B) BY ACTUALLY USING THE SOFTDEVICE, IN THIS CASE YOU AGREE THAT THE USE OF THE SOFTDEVICE CONSTITUTES ACCEPTANCE OF THE LICENSING AGREEMENT FROM THAT POINT ONWARDS.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THEN DO NOT DOWNLOAD, INSTALL/COMPLETE INSTALLATION OF, OR IN ANY OTHER WAY MAKE USE OF THE SOFTDEVICE.

1. Grant of License

Subject to the terms in this Agreement Nordic grants Licensee a limited, non-exclusive, non-transferable, non-sub licensable, revocable license ("License"): (a) to use the SoftDevice solely in connection with a Nordic integrated circuit, and (b) to distribute the SoftDevice solely as integrated in Licensee Product. Licensee shall not use the SoftDevice for any purpose other than specifically authorized herein. It is a material breach of this agreement to use or modify the SoftDevice for use on any wireless connectivity integrated circuit other than a Nordic integrated circuit.

2. Title

Nordic retains full rights, title, and ownership to the SoftDevice and any and all patents, copyrights, trade secrets, trade names, trademarks, and other intellectual property rights in and to the SoftDevice.

3. No Modifications or Reverse Engineering

Licensee shall not, modify, reverse engineer, disassemble, decompile or otherwise attempt to discover the source code of any non-source code parts of the SoftDevice including, but not limited to pre-compiled hex files, binaries and object code.

4. Distribution Restrictions

Except as set forward in Section 1 above, the Licensee may not disclose or distribute any or all parts of the SoftDevice to any third party. Licensee agrees to provide reasonable security precautions to prevent unauthorized access to or use of the SoftDevice as proscribed herein. Licensee also agrees that use of and access to the SoftDevice will be strictly limited to the employees and subcontractors of the Licensee necessary for the performance of development, verification and production tasks under this Agreement. The Licensee is responsible for making such employees and subcontractors comply with the obligations concerning use and non-disclosure of the SoftDevice.

5. No Other Rights

Licensee shall use the SoftDevice only in compliance with this Agreement and shall refrain from using the SoftDevice in any way that may be contrary to this Agreement.

6. Fees

Nordic grants the License to the Licensee free of charge provided that the Licensee undertakes the obligations in the Agreement and warrants to comply with the Agreement.

7. DISCLAIMER OF WARRANTY

THE SOFTDEVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED AND NEITHER NORDIC, ITS LICENSORS OR AFFILIATES NOR THE COPYRIGHT HOLDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTDEVICE WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THERE IS NO WARRANTY BY NORDIC OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE SOFTDEVICE WILL MEET THE REQUIREMENTS OF LICENSEE OR THAT THE OPERATION OF THE SOFTDEVICE WILL BE UNINTERRUPTED OR ERROR-FREE. LICENSEE ASSUMES ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SOFTDEVICE TO ACHIEVE LICENSEE'S INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT.

8. No Support

Nordic is not obligated to furnish or make available to Licensee any further information, software, technical information, know-how, show-how, bug-fixes or support. Nordic reserves the right to make changes to the SoftDevice without further notice.

9. Limitation of Liability

In no event shall Nordic, its employees or suppliers, licensors or affiliates be liable for any lost profits, revenue, sales, data or costs of procurement of substitute goods or services, property damage, personal injury, interruption of business, loss of business information or for any special, direct, indirect, incidental, economic, punitive, special or consequential damages, however caused and whether arising under contract, tort, negligence, or other theory of liability arising out of the use of or inability to use the SoftDevice, even if Nordic or its employees or suppliers, licensors or affiliates are advised of the possibility of such damages. Because some countries/states/jurisdictions do not allow the exclusion or limitation of liability, but may allow liability to be limited, in such cases, Nordic, its employees or licensors or affiliates' liability shall be limited to USD 50.

10. Breach of Contract

Upon a breach of contract by the Licensee, Nordic and its licensor are entitled to damages in respect of any direct loss which can be reasonably attributed to the breach by the Licensee. If the Licensee has acted with gross negligence or willful misconduct, the Licensee shall cover both direct and indirect costs for Nordic and its licensors.

11. Indemnity

Licensee undertakes to indemnify, hold harmless and defend Nordic and its directors, officers, affiliates, shareholders, licensors, employees and agents from and against any claims or lawsuits, including attorney's fees, that arise or result of the Licensee's execution of the License and which is not due to causes for which Nordic is responsible.

12. Governing Law

This Agreement shall be construed according to the laws of Norway, and hereby submits to the exclusive jurisdiction of the Oslo tingrett.

13. Assignment

Licensee shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of Nordic.

14. Termination

Without prejudice to any other rights, Nordic may cancel this Agreement if Licensee does not abide by the terms and conditions of this Agreement. Upon termination Licensee must promptly cease the use of the License and destroy all copies of the Licensed Technology and any other material provided by Nordic or its affiliate, or produced by the Licensee in connection with the Agreement or the Licensed Technology.

15. Third party beneficiaries

Nordic's licensors are intended third party beneficiaries under this Agreement.