DARTMOUTH COLLEGE NON-EXCLUSIVE RESEARCH USE SOURCE CODE LICENSE AGREEMENT

(for research purposes only)

AMULET Hardware design, System software, and Sample applications September 1, 2016

The TRUSTEES OF DARTMOUTH COLLEGE, a non-profit educational and research institution existing under the laws of the State of New Hampshire, ("Dartmouth") is granting this License (as further defined below) on the terms and conditions described below. Failure to comply with any of the terms and conditions of the License immediately terminates Licensee's rights under the License.

TERMS AND CONDITIONS

1. Definitions.

"License" means the permissions, terms and conditions as defined by Sections 1 through 11 of this document.

"Licensor" means Dartmouth.

"Licensee" means the individual who is exercising the permissions granted under the License.

"Source" form means the preferred form for making modifications, including but not limited to hardware diagrams and lists of materials, software source code, documentation source, and configuration files.

"Object" form means any form resulting from mechanical transformation or translation of a Source form, including but not limited to fabricated hardware, compiled object code, generated documentation, and conversions to other media types.

"Work" means the *Amulet Hardware design, System software, and Sample applications*, whether in Source or Object form, which is made available under the License.

"Derivative Works" means any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship under the US Copyright Act. For the purposes of the License, Derivative Works shall not include works that remain separable from or merely link (or bind by name) to the interfaces of the Work.

"Third Party Software" means software programs that were not authored by Licensor and that are incorporated in or accessed by the Work.

"Third Party Licenses" means the licenses identified in the Source form of the Work that govern the Third Party Software.

2. Grant of Research Purposes Copyright License.

Subject to the terms and conditions of the License, Licensor grants to Licensee a revocable, worldwide, non-exclusive, no-charge, royalty-free, copyright license to reproduce the Work in Source or Object form, and to prepare Derivative Works, solely for Licensee's internal research purposes. For clarity, Licensor does not grant (i) any right to sublicense or transfer any rights in the Work, (ii) any right to distribute the Work, and (iii) any right to commercialize the Work by itself or as part of any Derivative Work.

The License does not govern Third Party Software to the extent that the Third Party Software is subject to a Third Party License with terms that conflict with the License. Licensee is solely responsible for complying with the Third Party License that governs such Third Party Software.

3. Distribution and Commercial Rights.

Upon request from Licensee, Licensor will consider entering into a separate written license agreement, on terms and conditions to be negotiated, to grant rights to Licensee in addition to the rights granted under Section 2.

4. Copies of the Work; Attribution.

The Work includes a "LICENSE" file (such as "LICENSE.txt" or "LICENSE.pdf") in the Source form identifying the Licensor as the copyright holder of the Work and identifying Third Party Software and related Third Party Licenses. The Source form of the Work also provides attribution to the originators of the Third Party Software. Licensee shall retain all notices, licenses and attributions, including all copyright notices, in every copy of the Work and incorporate all notices, licenses and attributions, including all copyright notices, into each Derivative Work.

If Licensee publishes or presents any materials or information that references or uses the Work or any Derivative Work, Licensee shall provide attribution to Licensor in the following form: "This research was enabled, in part, by the use of the Amulet platform developed by research teams at Dartmouth and Clemson University (see Amulet-project.org) and originally published in ACM SenSys 2016".

The contents of the "LICENSE" file are for informational purposes only and do not modify the License. Licensee may add Licensee's own attribution notices within Derivative Works, alongside or as an addendum to the "LICENSE" text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

5. Trademarks.

This License does not grant permission to use the trade names, trademarks, service marks, research project, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work, reproducing the content of the "LICENSE" file, and providing the attribution required in Section 4.

8777570.1 2

6. Disclaimer of Warranty.

LICENSOR PROVIDES THE WORK "AS IS", WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Licensee is solely responsible for determining the appropriateness of using the Work and assumes all risks associated with Licensee's exercise of permissions under the License.

7. Limitation of Liability.

LICENSOR, CLEMSON UNIVERSITY AND THEIR AFFILIATED ORGANIZATIONS WILL HAVE NO LIABILITY OF ANY NATURE (INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION; AND ANY AND ALL OTHER DAMAGES OR LOSSES), UNDER ANY LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, UNLESS AND ONLY TO THE EXTENT REQUIRED BY APPLICABLE LAW, ARISING OUT OF OR IN ANY WAY RELATED TO THE LICENSE, EXERCISE OF ANY PERMISSIONS GRANTED UNDER THE LICENSE, OR THE USE OR INABILITY TO USE THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

8. Termination.

The License and all permissions granted in the License are immediately terminated upon Licensee's failure to fully comply with any term or condition of the License. Upon termination of the License, Licensee shall immediately cease exercising all permissions granted under the License, including as applied to any Derivative Work.

9. Export Control.

Licensee gives written assurance that it shall comply with all United States laws and regulations controlling the export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce, and that it bears sole responsibility for its violation of such laws and regulations.

10. Miscellaneous.

The License is personal to Licensee and no rights or obligations may be assigned or transferred by Licensee without the prior written consent of Licensor. The License may be modified only in writing signed by Licensor. Licensor's failure to assert its rights for or upon any breach of the License will not be deemed a waiver of such rights. Any waiver of rights under the License will be in writing signed by the party granting the waiver. Any waiver of any rights in a specific instance will not be construed as a waiver of any rights in any other instance, whether or not similar. If any provision of the License is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision of the License. The License is the entire

8777570.1 3

agreement between the parties with respect to the Work and supersedes all prior and contemporaneous agreements, written or oral, between the parties relating to the Work.

11. Governing Law.

The License and all disputes arising out of or related to the License, or to any performance, enforcement, breach or termination, and any remedies relating thereto, will be construed, governed, interpreted and applied in accordance with the laws of the State of New Hampshire, without regard to conflict of laws principles. Licensee hereby consents to be sued in the State of New Hampshire and consents to the exclusive jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire, with respect to any claim, suit or action in law or equity relating in any way to the License or its subject matter.

8777570.1 4