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Either Movesense or Licensee may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other Party.

Licensee's license rights automatically terminate immediately without notice, if Licensee fails to comply with any provision of this Agreement.

Within five (5) days after termination of this Agreement, Licensee shall destroy or return to Movesense, as instructed by Movesense, Licensed Technology and all copies of the Licensed Technology in its possession and all related materials and Confidential Information, and provide a letter certifying such destruction or return. For the avoidance of doubt, the aforesaid obligation to return the Licensed Technology shall not apply to the Product.

Sections 4 (ownership), 5 (feedback), 7 (no warranty), 8 (limitation of liability) and 9 (confidentiality) shall survive the termination of this Agreement. Upon termination all Products shall be returned to Movesense.

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This Agreement is the entire agreement between the Parties relating to the Licensed Technology and supersedes any prior representations, communications, undertakings, or discussions relating to the Licensed Technology. No terms in any purchase order or other forms shall apply, even if such purchase order or other forms are accepted by either Party. This Agreement may only be modified by a writing signed by both Parties.

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This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party.

12.3. Governing Law and Arbitration

This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its rules for choice of law. Any disputes relating to or arising in connection with this Agreement shall be finally settled in arbitration. The arbitrator is to be appointed by the Arbitration Committee of the Central Chamber of Commerce of Finland and the rules of the said Committee are to be followed in the arbitration. The award shall be final and binding and enforceable in any court of competent jurisdiction.

12.4. Independent Contractors

Each Party will be deemed to have the status of an independent contractor towards the other Party, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers.

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Appendix 1 – Licensed Technology

- Movesense device library for Movesense sensor (binary + header files)
- Movesense API specification (source code)
- Examples apps for Movesense (source code)
- Supporting SW tools (binary)

APPENDIX 2 – Third party component license terms

A, uECC:

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C. [PYTHON]

A. HISTORY OF THE SOFTWARE

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Python was created in the early 1990s by Guido van Rossum at Stichting Mathematisch Centrum (CWI, see <http://www.cwi.nl>) in the Netherlands as a successor of a language called ABC. Guido remains Python's principal author, although it includes many contributions from others. In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see <http://www.cnri.reston.va.us>) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations (now Zope Corporation, see <http://www.zope.com>). In 2001, the Python Software Foundation (PSF, see <http://www.python.org/psf/>) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation is a sponsoring member of the PSF.

All Python releases are Open Source (see <http://www.opensource.org> for the Open Source Definition). Historically, most, but not all, Python releases have also been GPL-compatible; the table below summarizes the various releases.

Release	Derived from	Year	Owner	GPL-compatible? (1)
0.9.0 thru	1.2	1991-1995	CWI	yes
1.3 thru 1.5.2	1.2	1995-1999	CNRI	yes
1.6	1.5.2	2000	CNRI	no
2.0	1.6	2000	BeOpen.com	no
1.6.1	1.6	2001	CNRI	yes (2)
2.1	2.0+1.6.1	2001	PSF	no
2.0.1	2.0+1.6.1	2001	PSF	yes
2.1.1	2.1+2.0.1	2001	PSF	yes
2.1.2	2.1.1	2002	PSF	yes
2.1.3	2.1.2	2002	PSF	yes
2.2 and above	2.1.1	2001-now	PSF	yes

Footnotes:

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(2) According to Richard Stallman, 1.6.1 is not GPL-compatible, because its license has a choice of law clause. According to CNRI, however, Stallman's lawyer has told CNRI's lawyer that 1.6.1 is "not incompatible" with the GPL.

Thanks to the many outside volunteers who have worked under Guido's direction to make these releases possible.

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Julian Seward, jseward@bzip.org
bzip2/libbzip2 version 1.0.6 of 6 September 2010

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