



Uppgjord (även faktaansvarig om annan) – Prepared (also subject responsible if other)		Dok Nr – Doc No.	Revision
Pär Bergsten		SW license – “Company Name”	A
Dokansv/Godk - Doc respons/Approved	Granskat - Reviewed	Datum för godkännande – Date of Approval	
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SOFTWARE USE LICENSE AGREEMENT

WLAN/BT/FM/NFC Distribution with Firmware License

The use of the Deliverables, as defined herein, is exclusively governed by the terms of this limited software use license agreement (the “Agreement”), dated and effective as of the Effective Date set forth below, by and between **H&D Wireless AB**, a Swedish corporation with its principal place of business at Färögatan 33, Kista Science Tower, 16451 Kista, Sweden (“HDW”), and **XXX** a XXX corporation with its principal place of business at Address (“Licensee”).

Licensee and HDW are each a “party” and, collectively, are the “**parties**” to this Agreement.

1. DEFINITIONS

1.1 “**Affiliate**” means a corporation or other entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a party hereto (with “control” meaning ownership of more than fifty percent (50%) of the voting stock of the entity or, in the case of a non-corporate entity, an equivalent interest).

1.2 “**Confidential Information**” means (i) the Proprietary Deliverables and any portions, components or sub-files thereof; (ii) the structure, sequence and organization of the Proprietary Deliverables and the concepts, methods of operations and ideas disclosed therein; (iii) any trade secrets relating to the

Deliverables and/or the HDW Product; and (iv) the terms and conditions of this Agreement.

1.3 “**Deliverables**” means any of the Proprietary Deliverables and/or Open Source Deliverables which are set forth in Exhibit A below and are provided to Licensee hereunder. The list of Deliverables may be updated by HDW in writing from time to time, and Exhibits A and B, as applicable, and shall be deemed to be amended upon HDW’s provision of such notice to Licensee. The Deliverables shall be delivered to Licensee via HDW’s extranet or such other secure electronic means as are mutually agreeable to the parties.

1.4 “**Derivatives**” means derivatives of the Deliverables created by Licensee, which term shall include: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for work protected by topography or mask right, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (iii) for patentable or patented material, any improvement; and (iv) for material protected by trade secret, any new material derived from or employing such existing trade secret.

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1.6 “**Licensee**” means the entity downloading the Deliverables or for whom the Deliverables are downloaded.

1.7 “**Licensee’s Product**” means a Licensee product that incorporates the HDW Product.

1.8 “**Licensee’s Software**” means a Licensee software product which integrates the Deliverables and/or Derivatives, is incorporated into Licensee’s Product or distributed for use solely with Licensee’s Product, and is operable exclusively with the HDW Product.

1.9 “**HDW Product**” means the proprietary wireless LAN solutions of HDW or a HDW Affiliate as set forth in Exhibit A hereof.

1.10 “**Open Source Deliverables**” means the Deliverables identified as Open Source Deliverables in Exhibit A hereto.

1.11 “**Proprietary Deliverables**” means the Deliverables identified as Proprietary Deliverables in Exhibit A hereto. Proprietary Deliverables shall include Deliverables identified as Third Party Deliverables, if any, in Exhibit A below.

2. LIMITED LICENSE

2.1 The Open Source Deliverables are provided to Licensee under the applicable license terms and conditions set forth in Exhibits A and B hereto.

2.2 The Proprietary Deliverables are proprietary to HDW, and Licensee’s use thereof is governed solely by this Agreement and is not subject to the terms and conditions of the GPL, as defined in Exhibit A, or any other license. Subject to Licensee’s compliance with the terms and conditions of this Agreement, HDW hereby grants to Licensee, during the term of

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2.2.1 In addition to the foregoing, any Third Party Deliverables shall also be subject to the restrictions and obligations set forth in Exhibits A and B below.

2.2.2 In addition to the foregoing, any firmware included in the Proprietary Deliverables may be redistributed separately from the other Deliverables by the Licensee under the terms of the redistribution license set forth in Exhibit C below (the “Firmware Redistribution License”). In the event of conflict with Section 2 of this agreement, the terms of the Firmware Redistribution License shall prevail.

2.3 In no event may Licensee (i) use the Proprietary Deliverables and/or Derivatives thereof in conjunction with any product other than Licensee’s Product and/or Licensee’s Software; (ii) license, sell or otherwise distribute the Proprietary Deliverables and/or Derivatives thereof as a standalone product; (iii) decrypt, disassemble, reverse assemble or reverse compile the Proprietary Deliverables, except to the extent that such restrictions are prohibited by applicable law; (iv) distribute the source code of any Proprietary Deliverables and/or Derivatives thereof; and/or (v) take any actions that would cause the Proprietary

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Licensee agrees that the deliverables and/or derivatives are not intended for use in developing or incorporation in products or services in applications where if such applications should fail significant bodily injury or death could occur. Applications that are not permitted include but are not limited to operations of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, surgically implanted devices, and weapons systems

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Deliverables, in whatever form, and to grant sublicenses of the foregoing to third parties. Upon HDW’s written request, Licensee shall provide HDW with the fully commented source code of any Derivatives of the Proprietary Deliverables. All Derivatives of the Open Source Deliverables shall be licensed back to HDW pursuant to the terms and conditions set forth in Exhibit B below.

2.6 Licensee agrees that each copy of Licensee’s Software distributed by Licensee will be accompanied by and subject to a software license, the terms and conditions of which shall be at least as protective of the Deliverables and Derivatives as the terms and conditions Licensee uses for its own software products and the terms and conditions governing this Agreement. Open Source and Third Party Deliverables and Derivatives thereof included in Licensee’s Software must be licensed pursuant to the applicable terms set forth in Exhibits A and B. Licensee expressly agrees not to distribute Licensee’s Software to any third party that has not accepted the terms of such Licensee software license.

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5. LIMITATION OF LIABILITY

IN NO EVENT SHALL HDW, ITS AFFILIATES OR THEIR SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR

OTHERWISE, ARISING OUT OF THIS AGREEMENT OR LICENSEE'S USE OF OR INABILITY TO USE THE DELIVERABLES AND/OR CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COLLECTIVE LIABILITY OF HDW, ITS AFFILIATES AND THEIR SUPPLIERS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY LICENSEE TO HDW HEREUNDER OR U.S. \$100.00. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN JURISDICTIONS THAT PROHIBIT EXCLUSION OF LIABILITY OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY BE LIMITED IN THEIR APPLICATION TO LICENSEE AND, DEPENDING ON LOCAL LAW, LICENSEE MAY HAVE OTHER SPECIFIC LEGAL RIGHTS.

6. TERM AND TERMINATION

6.1 The licenses granted hereunder are perpetual unless terminated earlier as specified herein. Licensee may terminate this Agreement at any time and for any reason upon the provision of written notice to HDW. Without prejudice to any other right or remedy which may be available to it, HDW shall be entitled to terminate this Agreement, upon the provision of written notice to Licensee, if Licensee: (i) ceases the development, distribution and/or support of Licensee's Product and/or Licensee's Software; (ii) commits a material breach of any term hereof that is incapable of cure, including but not limited to an assignment or attempted assignment in violation of Section 9.1 hereof, and/or a material breach of any term hereof that is capable of cure but remains uncured thirty (30) days after notice from HDW to Licensee of the existence of such breach; (iii) makes any voluntary arrangement with its

creditors for the general settlement of its debts or becomes subject to the supervision of a bankruptcy tribunal; and/or (iv) has an order made against it, or passes a resolution, for its winding-up or has a lien holder take possession or has a receiver or similar officer appointed over all or substantially all of its property or assets.

6.2 Upon termination of this Agreement for any reason, Licensee agrees to immediately cease use of, and to return or destroy, at HDW's sole option, the Proprietary Deliverables, all Derivatives thereof and any other Confidential Information of HDW in Licensee's possession, custody or control, together with all copies and merged portions in any form, including but not limited to deletion of the foregoing from Licensee's computers, and to certify such return or destruction in writing. Notwithstanding anything to the contrary contained herein, the introductory paragraph of this Agreement and the provisions of Sections 1, 2.1, 2.4, 2.5 and 3 through 9 shall survive any termination of this Agreement.

7. EXPORT

The Deliverables and Confidential Information are subject to Sweden, EU and other international export control laws and regulations, and may be subject to export or import regulations in other countries. Licensee agrees that it will not export, reexport or transfer the Deliverables, Derivatives, Confidential Information or any products developed with or utilizing the Deliverables, Derivatives or Confidential Information, in violation of any applicable laws or regulations of Sweden or the country where the Deliverables or Confidential Information were obtained. Licensee is responsible for obtaining any licenses or authorizations required for Licensee to export, reexport, transfer or import the Deliverables, Derivatives and Confidential Information.

9. MISCELLANEOUS

9.1 Licensee shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder, whether in whole or in part, including by operation of law, without the prior written consent of an authorized signatory of HDW. This Agreement will bind and inure to the benefit of the parties and any permitted successors and assigns.

9.2 Licensee hereby acknowledges that its breach of this Agreement may cause irreparable harm and significant injury to HDW in an amount that may be difficult to ascertain and for which a remedy at law may be inadequate. Accordingly, Licensee agrees that, in addition to any other rights and remedies it may have, HDW shall have the right to seek injunctive relief in any court of competent jurisdiction to enforce Licensee's obligations under this Agreement.

9.3 This Agreement shall be construed and governed by the laws of Germany. The parties hereto consent to the jurisdiction of the court in Munic, and agree that, except for requests for injunctive relief pursuant to Section 9.2, venue shall lie exclusively in Germany.

9.4 When any notice is required or authorized hereunder, such notice shall be given in writing by recognized delivery service or personal delivery addressed to the other party. Notices shall be sent to Licensee at the Authorized Site and to HDW at the address set forth in the introductory paragraph of this Agreement. Either party may change the address for notice hereunder by providing the other party with ten (10) days written notice thereof.

9.5 The original of this Agreement has been written in the English language, and the governing language of this Agreement shall be English. Licensee hereby waives and agrees not to assert any right to have this Agreement written in the language of Licensee's place of residence if other than English.

9.6 A waiver of any default hereunder or of any of the terms or conditions of this Agreement shall not be deemed to be a

continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this Agreement.

9.7 In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and a

valid, legal and enforceable provision of similar intent and effect shall be substituted for such invalid, illegal or unenforceable provision.

9.8 This Agreement constitutes the entire agreement between the parties with respect to the license of the Deliverables and Derivatives, and supersedes and terminates all other prior and/or contemporaneous verbal and/or written agreements and understandings with respect thereto. Except with respect to modifications made by HDW to Exhibits A and B pursuant to Section 1.3 hereof, no modifications to this Agreement shall be enforceable except when in writing and signed by an authorized signatory of each party.

9.9 This Agreement may be executed in counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. The parties agree that a facsimile or scanned copy of a signed counterpart shall be as effective and have the same force and effect as the original thereof IN WITNESS WHEREOF, on date last signed below (the "Effective Date"), the parties execute and enter into this Agreement through the signatures below of their duly authorized representatives.

"LICENSEE"

Signature: _____

Print Name: _____

Title: _____

Date: _____

H&D Wireless AB

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

DELIVERABLES

For wireless LAN embedded client and HDW Mobile Hotspot solutions (HDW Product):

HDW's proprietary reference design, Marvell firmware, Marvell Wireless utility, WPS application, wireless LAN API, and manufacturing tools shall constitute Proprietary Deliverables.

Any changes to the WPA supplicant are released under HDW proprietary license.

The wireless driver may also be provided under GPL or under a BSD-style open source license. Other Deliverables may be provided under GPL and will be identified in the Deliverables as such by means of a README file, header, or other commonly used method of informing licensees of the applicable license.

The remaining Deliverables, including Windows drivers, shall constitute "Proprietary Deliverables" hereunder.

The GPL Deliverables will be provided to Licensee in source code form, the firmware portion of the Proprietary Deliverables will be provided in binary or executable form, and the remaining Proprietary Deliverables will be provided in, at HDW's sole discretion, source code and/or binary or executable form.

For wireless LAN 802.11 AP solutions (HDW Product):

HDW's proprietary reference design, Marvell's AP firmware, wireless driver, operating system-specific board support packages, U-Boot monitor, hostapd, manufacturing tools and wireless LAN GUI command code for the HDW Product, together with any associated documentation and materials, in any form or media, provided by HDW to Licensee pursuant to this Agreement. The U-Boot monitor, and Linux board support package shall constitute "GPL Deliverables," and the remaining Deliverables shall constitute "Proprietary Deliverables" hereunder. The GPL Deliverables will be provided to Licensee in source code form, the AP firmware portion of the Proprietary Deliverables will be provided in binary or executable form, and the remaining Proprietary Deliverables will be provided in, at HDW's sole discretion, source and/or binary or executable form. Hostapd will be released as GPL or BSD or HDW proprietary at HDW's discretion.

For Bluetooth Solutions:

Firmware either as standalone BT solution or as part of a multi-function firmware will be provided under proprietary license.

The Marvell BT driver will be provided either as proprietary or GPL deliverable, depending on the platform / operating system.

BlueZ stack is an official Linux Bluetooth protocol stack. It is an Open Source project distributed under GNU General Public License (GPL). BlueZ kernel is part of the official Linux kernel since version 2.4.6. <http://www.bluez.org/>

Bluetooth stack is an official Android Bluetooth protocol stack. It is an Android Open System Project (AOSP). Reference Exhibit B for Android License.

For Near Field Communications (NFC) deliverables:

The Marvell NFC driver will be provided either as proprietary or GPL deliverable depending on the platform / operating system.

Firmware either as standalone NFC solution or as part of a multi-function firmware will be provided under proprietary license.

Android framework changes - as per Android license model

Linux NFC stack is an official Linux NFC protocol stack. It is an Open Source project distributed under GNU General Public License (GPL) for kernel and stack components, and LGPL for the API components. <https://01.org/linux-nfc>

Marvell proprietary NFC stack will be provided as Dual-license of LGPL or HDW proprietary.

Any NFC application – HDW proprietary

EXHIBIT B

OPEN SOURCE AND THIRD PARTY DELIVERABLES LICENSE TERMS

Open Source Deliverables:

The GPL Deliverables are provided to Licensee under the terms of the GNU General Public License version 2 (the “GPL”), and any use of such GPL Deliverables shall comply with the terms and conditions of the GPL. A copy of the GPL is available in the license.txt file accompanying the Deliverables and at <http://www.gnu.org/licenses/old-licenses/gpl-2.0.html>

The LGPL Deliverables are provided to Licensee under the terms of the GNU Lesser General Public License (the LGPL”) and any use of such LGPL Deliverables shall comply with the terms and conditions of the LGPL. The LGPL allows for integration of libraries with closed source proprietary software by means of dynamic linking without requiring the disclosure of the source code for software linked to the libraries. Licensee is required, however, to make the LGPL’d libraries/software and derivative works thereof available under either an LGPL or GPL license. A copy of the LGPL is available at <http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html>.

The **Android** operating system is licensed under the Apache License, Version 2.0. A copy of the license may be found at <http://www.apache.org/licenses/LICENSE-2.0>. The Android Adaptation Layer provided by HDW also includes components that are subject to other open source licenses such as Mozilla Public License, BSD, BSD-style, LGPL and GPL.

Third Party Deliverables:

The WAPI Deliverables are provided under the terms of this Agreement. WAPI Deliverables and Derivatives may be distributed to Licensee’s end users only in object code format, and only provided that Licensee has obtained an appropriate patent license from IWNCOMM. IWNCOMM can be reached at: Email: ipri@iwncomm.com, contact Person: Liu Chang, Chun, telephone: +86 29 87607836.

Under no circumstances can the WAPI Deliverable or Derivatives be made open source licensed.

EXHIBIT C

FIRMWARE LICENSE TERMS

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