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*This Garmin CONNECT IQ SDK License Agreement and CONNECT IQ Application Developer Agreement (the "Agreement") between you and/or your company ("you" or "your") and Garmin International, Inc. and its affiliates ("Garmin") governs your use of the SDK and other materials made available to you through Garmin Developer Program or third-party software repository, and (if applicable) your submission of an Application to the Garmin Website. Capitalized terms have the meanings set forth in the body of this Agreement or in **Part IV** of this Agreement.*

*By downloading the SDK you are agreeing to be bound by the terms and conditions of this agreement. If you do not agree to be bound by the terms and conditions of this agreement, then you must not download or use the SDK.*

*If you submit an Application to the Garmin Website then you are agreeing to also be bound by the terms and conditions of Part II of this Agreement. If you do not agree to be bound by the terms and conditions of Part II of this Agreement, then you must not submit your Application to the Garmin Website.*

## **Part I - SDK License**

- 1. Permitted Uses and Restrictions.** Subject to the terms and conditions of this Agreement, Garmin hereby grants you a limited, non-exclusive, personal, revocable, non-assignable, non-sublicensable and non-transferable license to (a) install one (1) copy of the SDK on a computer owned or controlled by you, to be used internally by you or your Authorized Users for the sole purpose of developing, testing, or using Applications; (b) distribute your Application to users on the Garmin Website or, in the case of the Companion SDK, other app stores; and (c) use the Program Materials in connection with the foregoing activities.
- 2. Ownership:** Garmin retains all rights, title, and interest in and to the Program Materials (which includes the SDK and documentation provided with the SDK) and any updates it may make available to you under this Agreement. You agree to cooperate with Garmin to maintain Garmin's ownership of the Program Materials, and you agree to promptly provide notice to Garmin of any claims relating to the Program Materials. There are no implied licenses under this Agreement, and any rights not expressly granted to you hereunder are reserved by Garmin. You represent you will not take any action inconsistent with Garmin's ownership of the Garmin Developer Program and/or the Program Materials.
- 3. No Other Permitted Uses:** You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the SDK, in whole or in part, or to enable others to do so. You may not use the SDK for any purpose not expressly permitted by this Agreement. You may not and you agree not to, or to enable others to, copy (except as expressly permitted under this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the SDK, or any part thereof. Without limiting the generality of the foregoing, except as permitted in Section I(1) for Applications developed with the Companion SDK, you agree that you will not distribute an Application made using the SDK to any person or entity other than in accordance with Part II of this Agreement. All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Garmin, by implication, estoppel, or otherwise.
- 4. Updates; No Support or Maintenance:** The SDK is provided to you "as-is" with no express or implied warranties. Garmin may extend, enhance, or otherwise modify the SDK at any time without notice, but Garmin shall not be obligated to provide you with any updates to the SDK. If updates are made available by Garmin, the terms of this Agreement will govern such updates, unless the update is accompanied by a separate license in which case the terms of that license will govern. Garmin is not obligated to provide any maintenance, technical or other support for the SDK. You acknowledge that Garmin has no express or implied obligation to announce or make available any updates of the SDK to anyone in the future.

## **Connect IQ Software Development Kit License Agreement**

**5. Your Responsibilities.**

- a. **Responsibility for Application.** You are solely responsible for all aspects of development and use of your Application, including related documentation, user assistance, support and warranty. None of Garmin's review, testing, or approval of your Application, if applicable, limits or relieves you of any responsibilities related to your Application.
- b. **Privacy Requirements.**
  - i. **Privacy Policy.** If your Application will collect any data from users of the Application, then you must have a privacy policy for the Application that complies with all applicable Laws and clearly and conspicuously discloses to users:
    - 1. the user data that you will collect through the Application;
    - 2. how you collect, use, store and disclose user data;
    - 3. how long you retain the user data;
    - 4. how users can opt-out of having their user data collected, used and disclosed; and
    - 5. that any data submitted to the Application is submitted to you and not to Garmin and that Garmin has no responsibility or liability for any such data.

You must update your privacy policy if you change the way you collect, use, store, or disclose user data. Additionally, you may not change the URL or location for your privacy policy without redirecting users to the new location of your privacy policy.

- ii. **Data Retention.** You are not permitted to retain user data for longer than needed for the reasonable operation of your Application unless the user gives you express consent to retain the user's data for a longer period.
  - iii. **Location Data.** You represent and warrant that your Application does not default to collect location data about users, that users are notified and required to opt in to allow your Application to collect location data, and that you will comply with the most recent version of the CTIA Best Practices and Guidelines for Location-Based Services, as updated or revised from time to time.
  - iv. **Other Data Restrictions.** Your Application may only access and/or collect information from Garmin about a user or the user's activities if the user gives you express prior consent, and your Application may only use that information when, and for the limited purposes for which, the user has given you express consent. In addition, you or your Application may not: (i) retain any data you receive from Garmin concerning a user or the user's activities without the user's express consent, (ii) retain any user data collected through the Application or from Garmin after a user has revoked consent or asked you to delete such data; or (iii) sell, rent, or transfer (directly or indirectly) any data concerning a user or the user's activities you receive from Garmin.
- c. **Security; Data.** You are solely responsible for the security of user data residing on server(s) or systems owned or operated by you, or by a third party designated by you (e.g., a web hosting company, processor, or other service provider). You must maintain, and must require any third party designated by you to maintain processes and controls to protect and secure user data. You acknowledge that Garmin will not be liable for any improperly processed or unauthorized transactions or illegal or fraudulent access to your Garmin Developer Account, your Application or to Program Materials. You must notify us immediately in the event of any unauthorized access (confirmed or suspected) to Program Materials, your Garmin Developer Account credentials, your authentication key, and/or your Application.

- d. Program Support; Updates. Garmin is under no obligation to provide any updates, upgrades, modifications or new releases of any Program Materials (collectively, "Updates"), however, if Garmin elects to provide Updates, the terms of this Agreement will govern such Updates, unless an Update is accompanied by a separate license, in which case the terms of that license will govern. If you do not agree to the Updates, then you must immediately cease use of the Program Materials and remove your Application from the Garmin Website.
- e. Other Regulations.
  - i. You are required to comply with all applicable laws, regulations, and policies, including but not limited to all U.S. Food and Drug Administration ("FDA") laws, regulations, and policies, related to the manufacturing, marketing, sale, and distribution of your Application in the United States, as well as in other jurisdictions where your Application is available, manufactured, marketed, sold, distributed or used. You agree, upon Garmin's request, to promptly provide any such clearance documentation related to this section E(i) to support the marketing of your Application.
  - ii. You are solely responsible for complying with any laws, orders, rules, and regulations of the Federal Communications Commission, FDA, other U.S. regulatory bodies such as the U.S. Federal Trade Commission and the U.S. Department of Health and Human Services, any Federal, State or local governmental authority, and the laws, regulations, and policies of any jurisdiction applicable to its use of the Licensed Material and associated Devices (e.g. MHRA, CFDA). You will not seek any regulatory marketing permissions or make any determinations that may result in the Program Materials, Connect IQ SDK, or any other Garmin products or services being determined to be regulated products or that may impose any obligations or limitations on Garmin.

## 6. Prohibited Activity; Limitations

You may not: (a) make or distribute copies of the Program Materials, in whole or in part or assist others in doing so, except as expressly permitted pursuant to this Agreement; (b) alter or remove any copyright, trademark, or other proprietary notices appearing on or in your Application or Program Materials; (c) engage in any activity with respect to your Application or Program Materials that interferes with, disrupts, damages, or accesses in an unauthorized manner any Garmin platforms, or systems, or those of any of its affiliates or any third party; (d) modify, adapt, decompile, reverse engineer, disassemble or create derivative works of the Program Materials, except as expressly permitted pursuant to this Agreement; or (e) make any statements that you or your Application are affiliated with, or sponsored, "certified," or otherwise endorsed by Garmin or any of its affiliates, unless expressly permitted by Garmin in writing. You agree that the form and nature of the Program Materials may change without prior notice to you and that future versions of the Program Materials may be incompatible with applications developed on previous versions of the Program Materials. You agree that Garmin may stop (permanently or temporarily) providing the Program Materials (or any features within the Program Materials) to you or to users for any reason at Garmin's sole discretion, without prior notice to you.

## 7. Term and Termination.

- a. Term. This Agreement shall commence on the date you indicate your acceptance of the terms and conditions hereof and shall remain in full force and effect until terminated as permitted hereunder (the "Term").
- b. Termination.
  - i. Either party may terminate this Agreement for any reason or no reason. If You terminate this Agreement, then you must deliver written notice to Garmin of termination at least 30 days prior to the termination date.

## Connect IQ Software Development Kit License Agreement

- ii. Upon termination of the Agreement for any reason You shall immediately stop using the SDK and Program Materials and return to Garmin, or delete and provide certification to Garmin, all proprietary information, including all Confidential Information and the Program Materials, and all copies and extracts of the foregoing, together with any and all documents, notes and other materials regarding such information. However, provisions that naturally survive termination of this Agreement shall so survive.
- iii. Upon termination Garmin may, at its discretion, remove your Application from the Garmin Website.

#### **8. Feedback.**

If you provide any Feedback to Garmin: (a) you grant to Garmin a worldwide, non-exclusive, royalty-free, transferable, sublicensable, perpetual and irrevocable license to use and otherwise exploit such Feedback in connection with any Garmin products, applications and services; (b) Garmin shall be free to use, disclose, reproduce, distribute and otherwise commercialize all Feedback that you provide without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise; (c) you waive all rights to be compensated or seek compensation for your Feedback; and (d) Feedback, even if marked confidential, shall not create any confidentiality obligations on Garmin, unless Garmin has otherwise expressly agreed in a signed agreement.

#### **9. Confidential Information.**

You shall hold Garmin's Confidential Information in confidence and shall not disclose such Confidential Information to third parties or use such Confidential Information for any purpose other than as necessary to perform under this Agreement. You agree to limit access to the Confidential Information to Authorized Users. All such Authorized Users must have a written confidentiality agreement with you that is no less restrictive than the terms contained herein. You will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature and with no less than reasonable care. The foregoing restrictions on disclosure shall not apply to Confidential Information that (a) becomes, through no act or fault of yours, publicly known; (b) is received by you from a third party without a restriction on disclosure or use; or (c) is independently developed by you without reference to Garmin's Confidential Information. In addition, you will not disclose to any third party the existence of the Garmin Developer Program or the Garmin Website before Garmin makes a public announcement regarding their existence.

#### **10. Representations and Warranties.**

- a. **Mutual Warranties.** Each party represents and warrants to the other that: (a) it has all necessary right, power and ability to execute, and to perform the obligations contemplated by, this Agreement; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery or performance of this Agreement; (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms; and (d) such party's obligations under this Agreement do not violate any Law or breach any other agreement to which such party is bound.
- b. **Your Warranties.** You represent and warrant to Garmin that: (a) you are duly licensed to conduct your business under the Laws of all jurisdictions in which you conduct business; (b) you will use the Program Materials only for purposes permitted by (i) this Agreement; (ii) applicable Laws; (iii) generally accepted practices or guidelines in all jurisdictions in which you conduct business; and (iv) Garmin's then-current policies, procedures and guidelines applicable to the Garmin Developer Program, which Garmin may amend, modify or change at any time; (c) you are solely responsible for (and that neither Garmin nor its affiliates have any responsibility to you or to any third party for): (i) any data, content, or resources that you obtain, transmit or display through

use of the Program Materials or your Application; and (ii) any breach of your obligations under this Agreement, any applicable third party agreement, or any applicable Laws, and for the consequences of any such breach; (d) any materials you provide, create or develop that are in any way related to this Agreement, or the use thereof, do not and will not infringe any Intellectual Property Rights of any third party; and (e) all information you provide to Garmin is true, correct and complete in all respects and you will update Garmin with any changes to information you have previously supplied. You represent and warrant that you have all Intellectual Property Rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to the Application (including without limitation any and all content therein or portions thereof). If you use third-party materials, you represent and warrant that you have the right to distribute the third-party material in the Application. You agree that you will not submit material to the Garmin Website that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit the material.

- c. **DISCLAIMER OF WARRANTIES.** THE GARMIN DEVELOPER PROGRAM, PROGRAM MATERIALS AND ALL INFORMATION AND OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, AND YOUR USE OF ANY OF THE FOREGOING IS AT YOUR OWN RISK. NONE OF THE GARMIN PARTIES (AS DEFINED IN SECTION 9 BELOW) REPRESENT OR WARRANT THAT THE GARMIN DEVELOPER PROGRAM, PROGRAM MATERIALS OR ANY INFORMATION OR OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. YOU EXPRESSLY ACKNOWLEDGE THAT COMPUTER NETWORK-BASED SERVICES MAY BE SUBJECT TO OUTAGES, INTERRUPTIONS, ATTACKS BY THIRD PARTIES AND DELAY OCCURRENCES. GARMIN SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE. You may have rights that vary from jurisdiction to jurisdiction; however, the above disclaimers apply to the maximum extent permitted by applicable Law.

#### **11. LIMITATIONS OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL: (A) GARMIN OR ANY OF ITS CURRENT OR FORMER AFFILIATES (OR ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS OF ANY OF THEM) (COLLECTIVELY, THE "GARMIN PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (HOWEVER ARISING), UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE GARMIN PARTIES' TOTAL LIABILITY TO YOU, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, UNDER THIS AGREEMENT OR WITH REGARD TO THE GARMIN DEVELOPER PROGRAM, PROGRAM MATERIALS OR ANY OTHER INFORMATION AND OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN, WILL IN NO CASE EXCEED \$100.

#### **12. Indemnification.**

You agree to indemnify, release, hold harmless and, upon request, defend the Garmin Parties from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses, whether prior to, at trial or any other proceeding and in any appeal or other post judgment proceeding) incurred by Garmin, arising out of or relating to: (a) any breach or alleged breach by you of any representation, warranty, or obligation contained in this Agreement; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by you, any Authorized User, or any of your affiliates, employees, agents, contractors, suppliers or customers; (c) any contract or agreement between you and a third party; (d) use by any party of

your Application, including any claims by any end user; (e) any claims related to the nature or characteristics of your Application, or any of your other products or services; (f) any infringement or alleged infringement of a patent, copyright, trademark or other intellectual property or proprietary right relating to this Agreement; (g) any alleged or actual violation by you of any applicable Laws; or (h) any claims or governmental regulatory actions related to your collection, use or sharing of user data collected through your Application in violation of this Agreement or the privacy or other rights of any user or other third party.

### **13. General Provisions.**

- a. **Publicity.** You may not issue any press release regarding your association with Garmin without the express prior written consent of Garmin. You shall not include any marketing of Garmin's name, logo or other trademarks in your Application or in any other materials without Garmin's prior written consent.
- b. **Independent Development.** Nothing in this Agreement will impair the right of Garmin or its affiliates to develop, acquire, license, market, promote or distribute any products, software or technologies, including those that perform the same or similar functions as, or otherwise compete with, the Application or any other products, software or technologies that you may develop, produce, market, sell or distribute.
- c. **Miscellaneous.** You agree that the Garmin Developer Program and its elements will be deemed a passive website solely based in Kansas, USA, which does not give rise to personal jurisdiction over Garmin in jurisdictions other than Kansas. You agree that this Agreement and any dispute between you and Garmin will be governed in all respects by Kansas law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. Except where prohibited, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to this Agreement (including but not limited to the use of the Garmin Developer Platform and/or Garmin SDK) will be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Johnson County, Kansas. You consent to waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Johnson County, Kansas. You agree to receive electronic communications from Garmin. You agree that any notice, agreement, disclosure or other communication that Garmin sends you electronically will satisfy any legal communication requirements, including that such communications be in writing. Garmin's failure to insist upon or enforce strict performance of this Agreement will not be considered a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will modify this Agreement. Garmin may assign its rights and duties under this Agreement to any party at any time without notice to you.
- d. **Amendment; Modifications.** Garmin reserves the right, in its sole discretion, to modify the terms of this Agreement at any time. Garmin will provide notice to all registered Garmin Developers for whom we have an email address of material changes to these terms and a link to the most current version of these terms. The most recent modification date will be noted by the "Last Updated" date above. If you do not agree to any modification of this Agreement, you may terminate this Agreement, stop using the Program Materials and remove your Application from the Garmin Website.
- e. **Costs and Expenses.** You are solely responsible for all costs and expenses related to participating in the Garmin Developer Program, including the development of any Application. Garmin does not currently charge for the Garmin Developer Program but may choose to do so at any time upon notice to you. If you do not wish to pay for the Garmin Developer Program or access to the Program Materials at that time, you may terminate this Agreement upon notice to Garmin, in which case you agree to immediately cease any further use the Program Materials and remove your Application from the Garmin Website.



- f. Severability. If any provision in this Agreement is held invalid, the remainder of this Agreement shall continue to be enforceable. If any provision in this Agreement is deemed unlawful, void or unenforceable, then that provision is deemed severable from this Agreement and the remaining provisions are still valid and enforceable.
- g. Assignment. You may not assign, whether by transfer, merger operation of law or otherwise, any of your rights or delegate the performance of any of your obligations under this Agreement without the prior written consent of Garmin. Any purported assignment in violation of hereof shall be null and void. Garmin has the right to assign this Agreement to an affiliate without prior approval from you.
- h. Force Majeure. Garmin will not be liable to you for any losses arising out of the delay or interruption of Garmin's performance of obligations under the Agreement due to any acts of God, or any other occurrences which are beyond Garmin's reasonable control.
- i. Entire Agreement. This Agreement together with all of Garmin's policies referenced herein sets forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement.
- j. Export Restrictions. You may not use, export, re-export, import, sell or transfer any of the Program Materials (including the Garmin SDK) except as authorized by United States Law and other applicable Laws in the jurisdiction in which you obtain such Program Materials. You will comply with all Laws that restrict your and/or Garmin's ability to operate in or transact business with certain countries or share certain technologies and data with certain individuals ("Export Restrictions"). Your compliance with the Export Restrictions shall be such that Garmin shall not violate any of the Export Restrictions as a result of your acts or omissions.

## **Part II - APPLICATION SUBMISSION PROCESS (Part I is hereby incorporated into Part II by this reference)**

### **1. Access and Use of Garmin Developer Program and Application Submission Process.**

- a. Registration. To submit an Application to the Garmin Website, you must complete the registration process specified by Garmin ("Registration"). You may not share your login credentials or your Garmin Developer Account with anyone other than Authorized Users and you must ensure that each Authorized User is aware of and complies with the terms and conditions of this Agreement. Garmin reserves the right to approve or decline your participation as a Garmin Developer in its sole discretion. If the username associated with your Application includes a company's name or brand, then you must either be authorized by that company to use the company's name or brand in your username or change your username to remove the company's name or brand.
- b. Application Submission. By submitting your Application you represent and warrant that:
  - i. Your Application complies with the Application Requirements.
  - ii. You will not attempt to conceal, misrepresent or obscure any features, content, services or functionality in your Application from Garmin's review or hinder Garmin from being able to fully review your Application.
- c. Submission Process; Takedown. Garmin may, but is not obligated to, review your Application before it is uploaded to the Garmin Website. At any time Garmin may (a) determine that your Application does not meet all or any part of the Application Requirements; (b) refuse to upload or remove your Application for any reason, even if your Application meets the Application Requirements, and (c) terminate, restrict, or otherwise modify your ability to access any Garmin services, products, or systems.

## **Connect IQ Software Development Kit License Agreement**

## 2. Additional Licenses.

- a. Ownership of Your Application; License to Garmin. Garmin shall not acquire any ownership interest in or to your Application, subject to Garmin's ownership of the Program Materials (including as incorporated in your Application). By submitting your Application, you grant Garmin a non-exclusive, non-transferable, irrevocable, royalty-free license to use your Application for any purposes, including without limitation for testing or other related purposes to ensure that it complies with this Agreement, to permit users to download your Application through the Garmin Website, and to make available to users of any of Garmin's products or applications.
  - i. Garmin makes a trial application ('trial app') API available if you wish to allow Garmin to access your payment portal for purposes of enabling authorized end users to use your Application. Garmin assumes no liability with respect to any payments between you and end users, and merely acts as a facilitator between you and end users. Garmin assumes no other liability for any disputes between you and any end users of your Application.
  - ii. Garmin may make available to you a push notification API to enable your Application to push notifications to the Garmin devices of the end users of your Application. If you are authorized by Garmin to use the push notification API, then you agree that you will not push unsolicited messages to the Garmin devices of the end users of your Application. In addition, push notifications must not be required for your Application to function, and must not be used for advertising, promotions, or direct marketing purposes or to send sensitive personal or confidential information.
- b. License to Your Marks. You grant Garmin a revocable, non-exclusive, non-transferable royalty-free license to use your Trademarks in connection with your Application and to publicize your participation in the Garmin Developer Program and your Application, however Garmin is under no obligation to publicize your Application or your usage of the Garmin Developer Program or the SDK.
- c. Publicity. Notwithstanding the limitations set forth in Section I(13)(a), if your submitted Application is approved by Garmin, you may promote your Application's compatibility with the Garmin Website so long as you adhere to Garmin's guidelines at <https://developer.garmin.com/brand-guidelines/overview/>.

## Part III - OPEN SOURCE SOFTWARE

The SDK may contain Open Source Software, including software licensed under the GNU's General Public License (GPL) or Lesser/Library GPL (LGPL). The Connect IQ License Agreement does not impose any restrictions on Open Source Software and does not limit your rights under any Open Source Software license. Open Source Software is subject to the Disclaimer of Warranties of Section I (10)(C) and Limitations of Liability of Section I(11). All Open Source Software is provided "AS IS" without warranty of any kind.

## Part IV – ADDITIONAL DEFINITIONS

1. **"Application(s)"** means any software programs that you develop by using components of the Program Materials.
2. **"Application Requirements"** means this Agreement, the Connect IQ Store Review Guidelines, and any additional guidelines that Garmin may post on a Garmin Developer website or otherwise provide to you.

## Connect IQ Software Development Kit License Agreement



3. **"Authorized Users"** means your employees, agents and contractors who have a need to access and use your Garmin Developer Account as permitted under this Agreement.
4. **"Companion SDK"** means the SDK provided by Garmin to enable the development of Applications for third-party platforms. Unless otherwise specified, references in this Agreement to the SDK include the Companion SDK.
5. **"Confidential Information"** means the SDK, the Program Materials, the underlying computer code to which you may obtain or receive access, the functional or technical design, logic or other internal routines or workings of the Garmin SDK, and any other materials of Garmin that Garmin designates as confidential or which you should reasonably believe to be confidential.
6. **"Feedback"** means any suggestions, comments, feedback or other information or materials you provide to Garmin with respect to the Garmin Developer Program, the SDK, or any of Garmin's products or services.
7. **"Intellectual Property Rights"** means ideas, inventions, discoveries, improvements, modifications, updates, enhancements, trade secrets, designs, business models, software, derivatives, know-how, processes, methodologies, technical information, data, test results, information, know-how, concepts, and works of authorship, whether patentable or not and whether reduced to practice or not, and all related intellectual property, including, but not limited to, patents and patent applications (including but not limited to all reissues, continuations, continuations-in-part, revisions, extensions, divisionals, designs and reexaminations thereof), copyrights, mask works, trademarks, trade secrets, and other forms of intellectual property protection related thereto, including all applications, certifications and registrations therefor.
8. **"Laws"** means all local, state, regional, national, foreign, international or other laws, policies, guidelines, standards, regulations, ordinances, rules and judgments applicable to you, your business or your access to and use of the Garmin Developer Program, including without limitation Federal Trade Commission regulations, rules and judgments, and those of any other regulatory body or agency having jurisdiction over the subject matter hereof, and any applicable industry codes or self-regulatory principles, including the Digital Advertising Alliance Self-Regulatory Principles for Multi-Site Data, the CTIA Best Practices and Guidelines for Location-Based Services, and the Mobile Marketing Association Mobile Application Privacy Policy Framework.
9. **"Garmin Developer"** means any developer having gone through the Registration process and been approved by Garmin to use the Program Materials.
10. **"Garmin Developer Account"** means the account by which you and/or Authorized Users gain access to the Program Materials subject to the terms and conditions of this Agreement.
11. **"Garmin Developer Program"** means the program Garmin has developed to enable Garmin Developers to use the Program Materials, as such program may be revised from time to time at Garmin's sole discretion.
12. **"SDK"** means Garmin's CONNECT IQ software development kit, in object code form, that is licensed to you under this Agreement, including documentation, firmware, software, sample code, tools, libraries, APIs, data, and files made available to you by Garmin.
13. **"Garmin Website"** means the Garmin website on which the Application will be uploaded and available for users to download.
14. **"Program Materials"** means any materials made available to you by Garmin or a Garmin affiliate in connection with the Garmin Developer Program, at a Garmin developer website or otherwise, including the SDK and all tools, documentation and materials, in written or digital form, including software development kits, software, applications, sample code, simulators, tools, libraries, data, files and materials, and including any upgrades, modified versions, updates, enhancements, bug fixes, supplements to, revisions, new releases, and/or additions thereto, if any, that may be provided or made available by Garmin.

## Connect IQ Software Development Kit License Agreement



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Olathe, Kansas 66062  
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15. **"Trademark(s)"** means all means, collectively, all trademarks, service marks, logos, trade dress, trade names and service names, any registrations and applications to register, and all goodwill in, any of the foregoing, and all similar or related rights arising under any of the Laws of the United States or any other country or jurisdiction, whether now existing or hereafter adopted or acquired.