

## **ANT SOFTDEVICE LICENSE AGREEMENT (version 1.0)**

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

**IMPORTANT: CAREFULLY READ THIS ENTIRE LICENSE AGREEMENT BEFORE DOWNLOADING OR USING THIS ANT SOFTDEVICE. PURCHASING, INSTALLING, COPYING, OR OTHERWISE USING THIS ANT SOFTDEVICE INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS LICENSE AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS. IF YOU ARE ACCEPTING THIS LICENSE AGREEMENT ON BEHALF OF A COMMERCIAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO CONTRACTUALLY BIND SUCH ENTITY TO THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, PURCHASE, OR USE THE ANT SOFTDEVICE.**

**THIS LICENSE AGREEMENT INCLUDES TERMS SPECIFIC TO EVALUATION USES.**

The S212 ANT SoftDevice software package (“S212”) and the S332 ANT/BLE SoftDevice software package (“S332”) (collectively, the “ANT SoftDevice(s)”) are owned by Dynastream Innovations, Inc. and its Affiliates (collectively, “Dynastream”) or its licensors. “Affiliates” shall mean (i) a parent company (if any) that owns, directly or indirectly, a majority of a party to this License Agreement and (ii) any other company that is majority-owned, directly or indirectly, by a party or its parent company.

The ANT SoftDevices are provided under this License Agreement and are subject to the following terms and conditions which are agreed to by You (“You” or “Your”), on the one hand, and Dynastream and its licensors and affiliated companies of Dynastream and its licensors, on the other hand.

**DISTRIBUTION OF THE ANT SOFTDEVICES ON A PRODUCT IS STRICTLY PROHIBITED UNLESS AND UNTIL ANY APPLICABLE RADIO FREQUENCY CERTIFICATION HAS BEEN TIMELY OBTAINED BY YOU IN ALL MARKETS THAT THE PRODUCT WILL BE USED OR SOLD FOR ANY MODULE, PRODUCT, SYSTEM, APPLICATION OR HARDWARE INCLUDING THE ANT SOFTDEVICES FROM THE APPLICABLE CERTIFYING BODY (E.G., THE CERTIFYING BODY COULD BE THE FCC, IC, CE, TELEC, etc.). THUS, YOU ASSUME FULL RESPONSIBILITY FOR TIMELY OBTAINING CERTIFICATION OR VERIFYING WITH DYNASTREAM THE EXISTENCE THEREOF FOR ANY MODULE, PRODUCT, SYSTEM, APPLICATION OR HARDWARE INCLUDING OR USING THE ANT SOFTDEVICE(S) TO ENSURE THAT THE MODULE, PRODUCT, SYSTEM, APPLICATION OR HARDWARE FUNCTIONS WITHIN APPLICABLE CERTIFICATION PARAMETERS. ALTHOUGH DYNASTREAM MAY OBTAIN CERTIFICATIONS FOR CERTAIN PRODUCTS, DYNASTREAM IS NOT RESPONSIBLE FOR OBTAINING, ASSISTING WITH, OR OTHERWISE SUPPORTING THE CERTIFICATION PROCESS FOR YOU.**

## **1. Ownership and License.**

a. Ownership of ANT SoftDevices. You acknowledge that Dynastream and its licensors and authorized third parties (as applicable) own all right, title and interest, in and to the ANT SoftDevices, including without limitation any and all related patents, copyrights, trade secrets, trade names, trademarks, and other intellectual property rights, and You shall not acquire any right, title, or interest in or to any of them except as expressly set forth in this License Agreement. There are no implied licenses under this License Agreement, and any rights not expressly granted to You hereunder are reserved by Dynastream. You represent You will not take any action inconsistent with Dynastream's and its licensors' and authorized third parties' (as applicable) ownership interest in and to the ANT SoftDevices.

b. License to ANT SoftDevices. Subject to Your agreement to and compliance with the terms and conditions of this License Agreement, Dynastream grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to use the ANT SoftDevices, solely in connection with nRF52 series ICs manufactured by Nordic Semiconductor ASA (the "nRF52 Series ICs"), for products developed by or for and/or manufactured by or for You and Your Affiliates that are sold or otherwise distributed by or for You (collectively, "Licensed Products").

c. Evaluation License. If your use of the ANT SoftDevices will be limited to internal evaluation, development and testing purposes, including the ability to include the ANT SoftDevices into prototype and sample versions used solely for demonstration, evaluation and testing as part of Your business development activities ("Evaluation Uses"), Dynastream grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to use the ANT SoftDevices, solely in connection with the Evaluation Uses. Any commercial (or revenue-generating) use is excluded from the Evaluation Uses.

d. Use of ANT SoftDevices on Dynastream D52 Series Modules. If You have entered a Distribution Agreement with Dynastream for the D52 Series Module (the "Distribution Agreement"), the terms and conditions of the Distribution Agreement will govern any use of the ANT SoftDevice on an nRF52 Series IC within a D52 series module supplied by Dynastream (the "D52 Module"). If any terms of the Distribution Agreement conflict with the terms of this License Agreement, the terms of the Distribution Agreement shall govern the use of the ANT SoftDevices on a D52 Module. Otherwise, any use of the ANT SoftDevice on an nRF52 Series IC within a D52 Module will be governed by and subject to the terms and conditions of this License Agreement. Specifically, You acknowledge and agree to perform the following:

- i. Use the ANT SoftDevice and the D52 Module only for purposes that are legal, proper and in accordance with this License Agreement and any applicable policies or guidelines set forth by Dynastream. For instance, You must provide any notices (including appropriate labels) and information required by a certifying body (e.g., FCC, IC, CE, TELEC, etc.). Thus, when incorporating the D52 Module into a Licensed Product, You agree to comply with all laws, regulations and rules applicable to the Licensed Product; and
- ii. The D52 Module may only use software that incorporates the ANT SoftDevices without any modification thereof and only as provided by Dynastream, as the sole means to control radio functionality under this License Agreement. No other configurations are permitted by this License Agreement.

- e. In no event shall the non-transferable, non-sublicensable license granted under this Section 1 pass to any third party, such as Your customer or a customer of a subcontractor used by You.
- f. To make use of the ANT SoftDevice in a Licensed Product you must provide a copy of the End User License Agreement (“EULA”) provided in Appendix 1 to Your end user.
- g. You acknowledge and agree to use the ANT SoftDevice only for purposes that are legal, proper and in accordance with this License Agreement and any applicable policies or guidelines set forth by Dynastream.

## **2. Prohibited Activity & Restrictions**

a. You shall not use the ANT SoftDevices for any purpose other than specifically authorized in this License Agreement. It is a material breach of this License Agreement to perform, directly or indirectly, any of the following acts that are prohibited and specifically excluded from the license granted under Section 1 above:

- i. Any modification of the ANT SoftDevices;
- ii. Installing any software or configuring the nRF52 Series IC in a manner that would violate Section 2(a)(i);
- iii. Any adapting, decompiling, reverse engineering, disassembling or creating derivative works of the ANT SoftDevices;
- iv. Using the ANT SoftDevices or a derivative thereof on any wireless connectivity integrated circuit other than the nRF52 Series ICs;
- v. Including and/or distributing the ANT SoftDevices as part of a software development kit (SDK), evaluation kit, development kit, reference design or other development tool set;
- vi. Making and/or distributing copies of the ANT SoftDevices, in whole or in part or assisting others in doing so, except as expressly permitted pursuant to this License Agreement;
- vii. Altering or removing any copyright, trademark, other proprietary notices, disclaimer or restricted rights notices appearing on or in the ANT SoftDevices;
- viii. Engaging in any activity that interferes with, disrupts, damages, or accesses in an unauthorized manner any Dynastream platforms, or systems, or those of any of its affiliates or any third party; and/or
- ix. Making any statements that You or Your Licensed Product is affiliated with, or sponsored, "certified," or otherwise endorsed by Dynastream or any of its Affiliates, unless expressly permitted by Dynastream in writing.

b. D52 Modules: It is a material breach of this License Agreement to perform, directly or indirectly, any of the following acts prohibited and specifically excluded from the license granted under Section 1 above in association with a D52 Module:

- i. Any extraction of the Dynastream Software from the D52 Module;
- ii. Providing to any third party, such as Your customers, any manual instructions or guidance relating to the removal or installation the D52 Module or the ANT SoftDevices from or into Licensed Products or any other product; or
- iii. Performing any of the acts prohibited above in Section (2)(a) in association with the D52 Module.

c. You may not disclose, display, reproduce, transfer or distribute the ANT SoftDevices to any third party. You will provide access to the ANT SoftDevices only to those employees and subcontractors with a strict need to have access to manufacture and/or produce the Licensed Products. You shall be responsible for making such employees and contractors comply with the terms of this License Agreement and You shall remain responsible for the actions of such employees and contractors.

### **3. Title**

Dynastream, its licensors and authorized third parties (as applicable) retain full rights, title and ownership to any and all patents, copyrights, trade secrets, trade names, trademarks, and other intellectual property rights in and to the ANT SoftDevices. Dynastream licenses portions of the ANT SoftDevices from third party licensors, and such licensors retain their respective full rights, title, and ownership in and of the ANT SoftDevices and any and all patents, copyrights, trade secrets, trade names, trademarks, and other intellectual property rights in and to the ANT SoftDevices. Thus, this License Agreement does not transfer any ownership interest in or intellectual property rights to the ANT SoftDevices.

### **4. No Modifications or Reverse Engineering**

a. You shall not, nor facilitate with a third party to, modify, reverse engineer, disassemble, decompile or otherwise attempt to discover the source code of any non-source code parts of the ANT SoftDevices including, but not limited to, pre-compiled hex files, binaries and object code.

b. You assume full responsibility for any changes made to the ANT SoftDevice that are not expressly approved in advance and in writing by Dynastream that may cause it to no longer function or operate as provided by Dynastream and any such changes shall immediately terminate the license granted under Section 1 above. For example, You hereby acknowledge and agree not to make any changes to the ANT SoftDevices that may cause the ANT SoftDevice to no longer function as provided. You acknowledge and agree that, pursuant to Section 12 below, any failure by You to comply with this condition will require You to indemnify, hold harmless and defend Dynastream (including the directors, officers, employees and shareholders of Dynastream) and its licensors for any changes made to the ANT SoftDevice.

### **5. Updates; No Support or Maintenance**

a. Dynastream may extend, enhance or otherwise modify the ANT SoftDevices at any time without notice and Dynastream shall not be obligated to provide You any notice or any updates to the ANT SoftDevices. If updates are made available to You, the terms of this License Agreement shall govern such updates, unless the update is accompanied by a separate agreement in which case the terms of that agreement shall govern. You acknowledge and agree that Dynastream has no express or implied obligation to announce or make available any updates of the ANT SoftDevices to You or others in the future and that Dynastream is not obligated to provide any maintenance, technical or other support for the ANT SoftDevices.

b. You agree that the form and nature of the ANT SoftDevices may change without prior notice to You and that future versions of the ANT SoftDevices may be incompatible with applications developed for use with previous versions of the ANT SoftDevices. You agree that Dynastream may stop (permanently or temporarily) providing the ANT SoftDevices (or any features within

the ANT SoftDevices) to You or to users for any reason at Dynastream's sole discretion, without prior notice to You.

## **6. Fees and Payments**

a. In consideration of the rights granted in Section 1 above, You shall pay Dynastream the following applicable royalties and/or fees (collectively, "Royalties").

- i. **Per Unit Royalty:** A royalty payment of US \$0.08 applicable to each instance of an ANT SoftDevice (S212 or S332) used in a Licensed Product that is sold or otherwise distributed by or for You.
- ii. **Minimum Royalty Payment:** A non-refundable Minimum Royalty Payment of US \$800.00 is payable twice per calendar year for the periods of January 1 through June 30 ("First Period") and July 1 through December 31 ("Second Period") of each calendar year for a total annual Minimum Royalty Payment of US \$1,600.00 per calendar year. Minimum Royalty payments are invoiced following the end of each period. The first Minimum Royalty Payment is due upon acceptance of this License Agreement and that first Minimum Royalty Payment shall be pre-payment for the semi-annual period that begins with the acceptance of this License Agreement.

b. The Minimum Royalty Payment may be applied to the Per Unit Royalties such that Per Unit Royalties for a semi-annual period are only payable to Dynastream for the Per Unit Royalties that exceed the Minimum Royalty Payment for the semi-annual period. The Minimum Royalty shall only be applicable to Per Unit Royalties due in the same calendar year and may not be applied to Per Unit Royalties due in any subsequent calendar year.

c. Subject to the terms and conditions herein, Dynastream will distribute to You a license key required for the use of the ANT SoftDevices (the 'License Key') that must be utilized with each instance of an ANT SoftDevice used by or for You. If Your use of the ANT SoftDevices is limited to Evaluation Uses, You will be issued an Evaluation License Key. For all other uses, such as use of an ANT SoftDevice in a Licensed Product that is sold or otherwise distributed by or for You, You will be issued a Commercial License Key only after receipt of the first Minimum Royalty Payment.

d. **Waiver for Evaluation-Only Uses:** The Royalties shall be waived for a semi-annual period if the only instances of Your use of the ANT SoftDevices are Evaluation Uses identified in Section 1(c). This waiver shall not apply if other uses of an ANT SoftDevice (any uses that are not Evaluation Uses) are made during the semi-annual period. In the event that You use an ANT SoftDevice with an Evaluation Key for any use that is not an Evaluation Use identified in Section 1(c), Dynastream shall be entitled to: (i) a per unit royalty of USD \$1.00 for each instance an ANT SoftDevice is used in a Licensed Product that is sold or otherwise distributed by or for You, and (ii) a Minimum Royalty Payments under Section 6(a)(ii); regardless of whether this License Agreement has been terminated or not.

e. **Waiver for D52 Modules:** The Royalties shall be waived for instances of an ANT SoftDevice used on a D52 Module manufactured by Dynastream (the 'D52 Module') if You have entered a Distribution Agreement for the D52 Series Module ('Module Distribution Agreement') with Dynastream. Provided that You are abiding by the terms and conditions of

the Module Distribution Agreement, this waiver shall apply to the ANT SoftDevices used on a D52 Module for the term of the Module Distribution Agreement.

THERE SHALL BE NO WAIVER FOR ANY USE OF AN ANT SOFTDEVICE (S212 OR S332) ON AN nRF52 SERIES IC THAT IS NOT PART OF A DYNASTREAM D52 SERIES MODULE — EVEN IF YOU USE AN ANT SOFTDEVICE ON A D52 MODULE PURSUANT TO THE MODULE DISTRIBUTION AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THIS WAIVER SHALL NOT APPLY TO ANY USE OF AN ANT SOFTDEVICE ON ANY HARDWARE OTHER THAN THE D52 MODULE. Thus, if an ANT SoftDevice (S212 or S332) is used on any hardware other than the D52 Module, the Royalties identified in paragraph (a) of this Section shall be applied to those uses.

The following examples are provided to help determine when Royalties are payable and due.

- The first Minimum Royalty Payment required to receive the License Key shall be Waived if You have entered into a Module Distribution Agreement with Dynastream.
- The Royalties are waived if ALL instances of an ANT SoftDevice (S212 or S332) are used within a Dynastream D52 module.
- The Minimal Royalty Payment and the Per Unit Royalty are NOT waived if You use an ANT SoftDevice (S212 or S332) in a first set of nRF52 Series ICs that are not part of the D52 Module and You use an ANT SoftDevice (S212 or S332) in a second set of nRF52 Series ICs of the D52 Module (i.e., the Minimal Royalty Payment and the Per Unit Royalty apply for the use the ANT SoftDevice (S212 or S332) in the first set of nRF52 Series IC that are not part of the D52 Module).

f. You shall be responsible for and duly pay all costs, taxes, duties, import and export fees, which are imposed by any governmental entity or authority on the amounts due hereunder, or which otherwise arise out of or are imposed on this License Agreement except for taxes based on Dynastream's income. Any payment that is more than ten (10) days past due will incur interest from the date due until paid at the rate of twelve percent (12%) per annum.

g. You will keep complete and accurate books and records relating to use of the Dynastream SoftDevices *and* License Key, incorporating a nRF52 Series IC with the Dynastream SoftDevices into Licensed Products, sales or other distribution of the Licensed Products and the proper determination of all the Royalties due hereunder, and will keep the books and records available for a period of six (6) years following such disposition. During the Term (as defined in Section 14 below) and for sixty (60) days after the last Royalty report ("Royalty Report") has been/should have been submitted, Dynastream's designated representatives and auditors will have the right, upon at least two (2) business days' prior notice, to inspect the facilities used in connection with Your undertakings hereunder and to audit all relevant books and records to ensure Your compliance with the terms and conditions of this License Agreement, including, without limitation, to verify the correctness of Royalty Reports and the proper payment of Royalties due hereunder. The audit will be conducted at Dynastream's expense, unless the audit reveals that You have underpaid the amounts owed by five percent (5%) or more, in which case You will forthwith reimburse Dynastream for all amounts paid to the auditor. If the amount of Royalties due to be paid to Dynastream is greater than the amount of Royalties actually paid to Dynastream, You will promptly pay any such undisputed payment

shortage with interest calculated from the date of such underpayment subject to an interest percentage of twelve percent (12%) per annum.

**h. Royalty Reporting.** Within fifteen (15) calendar days after the end of the First Period and fifteen (15) calendar days after the end of the Second Period, You shall provide a written Royalty Report to Dynastream in the format supplied by Dynastream, to be similar in form to the example available for download from the website which details all information relevant to calculation of Royalties during the applicable period. **Royalty Reports are due even if no royalties are payable.** Dynastream shall use such Royalty Report to issue invoices to You for the relevant royalties due and will attempt to mail such invoices within fifteen (15) calendar days after receiving the Royalty Report. Invoices are payable on receipt of invoice. Any payment that is more than fifteen (15) days past due accrues interest in accordance with the Distribution Agreement. The Royalty Report must include, but is not limited to:

- i. Semi-annual period for which Royalties are calculated.
- ii. Number of instances of the S212 or S332 in Licensed Products that are sold or otherwise distributed by or for You net of returns during the applicable period, documented by item that includes the S212(s) or S332(s) (e.g., if a SKU is a bundle of two items, each of which use the S212 or S332, then both items must be reported. If an item contains multiple nRF52 Series ICs, each of which uses an S212 or S332, then each instance of the S212 or S332 within that item must be reported).
- iii. The agreement reference number of the Module Distribution Agreement with Dynastream, if applicable.
- iv. Quantity of D52 Modules used.

## **7. End Use Restrictions**

You agree that the ANT SoftDevices may not be sold, resold, transferred, diverted, exported, re-exported or disposed of (i) for use in activities involving the development, production, handling, use, operation, maintenance, storage, detection, identification or dissemination of nuclear, chemical, or biological weapons (including missiles and weapons of mass destruction), nor for use in any facilities engaged in activities related to such weapons, including where there are reasonable grounds to suspect any such use; (ii) for a military end-use in China or in any other country subject to any applicable arms embargo or for an item designed, modified, configured, or adapted for a military application in China or any other country subject to an applicable arms embargo; (iii) to or for the benefit of individuals or entities listed on any applicable restricted or prohibited party lists; or (iv) to the following countries: Cuba, Iran, North Korea, Sudan, and Syria. You further agree to abide by all other applicable export controls, trade sanctions and embargo laws, regulations, rules and licenses ("Export Controls and Sanctions Rules") in force from time to time as they relate to the ANT SoftDevices. You acknowledge Your obligation to comply with applicable Export Controls and Sanctions Rules is independent of these terms and conditions and You agree to indemnify and hold Dynastream (including the directors, officers, employees and shareholders of Dynastream), its licensors and authorized third parties harmless from and against any third-party claim, including fines, losses, liabilities or legal fees that arise as a result of the breach by You of these terms and conditions or any applicable export controls, trade sanctions and embargo laws, regulations, rules and licenses.

## **8. Confidentiality and Proprietary Information**

a. You shall hold Dynastream's Confidential Information (as defined below) 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 License Agreement. As used herein, the term "Confidential Information" means all know-how, designs, specifications and other information, whether or not reduced to writing, relating to the design, use and service of any products of Dynastream as well as any other information relating to the business of Dynastream that may be divulged to You that is not generally known to the public. You shall not use the Confidential Information for any purpose other than using the ANT SoftDevices or performing Your obligations under this License Agreement. All users authorized by You 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 Dynastream's Confidential Information..

b. You acknowledge and agree that this License Agreement grants no rights in Dynastream's trademarks. If Dynastream authorizes You to use its trademarks, all goodwill arising from Your use of Dynastream's trademarks shall inure solely to the benefit of Dynastream and its Affiliates. All advertisements and other promotional materials using Dynastream's trademarks which are prepared by You shall include an appropriate notice indicating that such trademarks are the property of Dynastream. You shall not use Dynastream's trademarks or name as part of its corporate or business name. You shall not register any of Dynastream's trademarks or any mark or name closely resembling them. You shall not register in any Internet domain any domain name which incorporates as any part of such domain name the Dynastream name or any other trademark used by Dynastream.

c. You agree that damages may be an inadequate remedy to protect Dynastream against any breach by You of the provisions of this Section 8 of the License Agreement. Accordingly, Dynastream shall be entitled to the granting of injunctive relief by a court of competent jurisdiction against any action by You that constitutes a breach of this Section 8.

## **9. DISCLAIMER OF WARRANTY**

THE ANT SOFTDEVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED AND NEITHER DYNASTREAM, ITS SUPPLIERS, LICENSORS AND AUTHORIZED THIRD PARTIES 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 ANY WARRANTY ARISING BY LAW, STATUTE, USE OF TRADE, OR COURSE OF DEALING, OR THAT THE ANT SOFTDEVICES WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE ANT SOFTDEVICES AND DYNASTREAM DISCLAIMS ALL LIABILITY FOR ANY LOSS, INJURY, OR DAMAGE RESULTING FROM THE USE OF THE ANT SOFTDEVICES,



WHETHER DIRECT OR INDIRECT, AND WHETHER OR NOT DYNASTREAM HAS BEEN ADVISED OR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSS, INJURY OR DAMAGE. THERE IS NO WARRANTY BY DYNASTREAM OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE ANT SOFTDEVICES WILL MEET THE REQUIREMENTS OF YOURS OR THAT THE OPERATION OF THE ANT SOFTDEVICES WILL BE UNINTERRUPTED OR ERROR-FREE. IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE ANT SOFTDEVICES ARE USED APPROPRIATELY FOR SAFE OPERATION.

#### **10. LIMITATION OF LIABILITY**

In no event and under no circumstances shall Dynastream (including the directors, officers, employees and shareholders of Dynastream), its suppliers, authorized third parties and licensors be liable to You or any other person or entity for any lost profits, revenue, sales, goodwill, 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 or relating to the use of or inability to use the ANT SoftDevices or D52 Modules, even if Dynastream, its suppliers, authorized third parties or licensors, are advised of the possibility of such damages or they are foreseeable. Dynastream is also not responsible for claims by a third party relating to Your use of or inability to use the ANT SoftDevices or D52 Modules. Because some countries/states/jurisdictions do not allow the exclusion or limitation of liability, but may allow liability to be limited, in such cases, Your sole remedy or right of recovery for any action or omission by Dynastream or any breach by Dynastream of the terms hereof from Dynastream, its Affiliates, its employees, suppliers or licensors shall be limited to USD \$50.00.

#### **11. Breach of Contract**

Upon a breach of contract by You, Dynastream, and its licensors are entitled to damages in respect of any direct loss which can be reasonably attributed to the breach by You. If You have acted with gross negligence or willful misconduct, Dynastream and its licensors shall recover both direct and indirect costs from You.

#### **12. Indemnity**

You shall undertake to indemnify, hold harmless and defend Dynastream (including the directors, officers, employees and shareholders of Dynastream), its suppliers, licensors and authorized third parties from and against any claims, losses (including reputation with wireless certification bodies), damages (actual and consequential) or lawsuits, including attorney's fees, that arise from or are in any way the result of (i) You making any changes to the ANT SoftDevices and/or the D52 Modules not expressly approved in advance and in writing by Dynastream, and (ii) any other acts or omissions of You related to the Licensed Products and which is not due to causes for which Dynastream is responsible, unless caused by Dynastream's sole negligence or willful misconduct, but in no respect shall Dynastream be liable for any special, incidental, consequential or punitive damages.

#### **13. Governing Law**

This License Agreement shall be construed according to the laws of state of New York, United States of America, excluding the body of laws know as conflict of laws and hereby submits to the exclusive jurisdiction of the courts of New York.

#### **14. 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. Without prejudice to any other rights or remedies either party has or may have hereunder and under the applicable law, this License Agreement may be terminated if:

- i. Either party so chooses for any reason or no reason (if You terminate this Agreement, then You must deliver written notice to Dynastream of termination at least 30 days prior to the termination date);
- ii. You do not abide by the terms and conditions of this License Agreement;
- iii. The other party breaches or fails to perform any of the terms or conditions of this License Agreement, and: (i) such breach or failure is not capable of remedy; or (ii) such breach or failure, if capable of remedy, is not remedied within thirty (30) days after written notice requiring such breach or failure to be remedied; or
- iv. A voluntary or involuntary petition in bankruptcy or winding up is filed against the other party, any proceedings in insolvency or bankruptcy (including reorganization) are instituted against the other party, a trustee or receiver is appointed over the other party, or any assignment is made for the benefit of creditors of the other party.

c. Upon a breach of License Agreement by You, Dynastream, its suppliers, licensors and authorized third parties are entitled to damages in respect of any direct loss which can be reasonably attributed to the breach by You. If You have acted with gross negligence or willful misconduct, Dynastream, its suppliers, licensors and authorized third parties shall recover both direct and indirect costs from You.

d. Upon termination or expiration of this License Agreement: (i) all licenses granted under this License Agreement will immediately end except as expressly set forth otherwise herein, (ii) You shall cease all use of the ANT SoftDevices and related documentation, and (iii) You will immediately return to Dynastream, or destroy – at the sole discretion of Dynastream – the ANT SoftDevices, related documentation and other Dynastream Confidential Information furnished hereunder, including any and all copies and derivative works thereof. Notwithstanding the foregoing, upon expiration or termination, You may continue, for a period of six (6) weeks after the expiration or termination of this License Agreement, to sell Licensed Products that incorporate a nRF52 series IC with the ANT SoftDevice that were manufactured before the expiration or termination of this License Agreement, subject to Your compliance with the terms and conditions of the License Agreement.

e. Any expiration or termination of this License Agreement for whatsoever reason will not prejudice the provisions which by their nature must be deemed to survive such expiration or termination.

#### **15. Third party beneficiaries**

Dynastream's suppliers, licensors and authorized third parties are intended third party beneficiaries under this License Agreement.

## **16. Publicity**

You shall not issue any press releases or make any other public statements regarding this License Agreement, its terms and conditions, or the relationship of the parties without the express prior written approval of Dynastream, which may be withheld at the discretion of Dynastream.

## **17. Relationship**

The parties intend to establish a relationship of licensor and You and as such are independent contractors with neither party having authority to act as an agent or legal representative of the other to create any obligation, express or implied, on behalf of the other. Nothing in this License Agreement creates a joint venture, partnership or principal-agent relationship between the parties.

## **18. Notices**

All notices required or permitted under this License Agreement will be in writing. Notices to You may be delivered by email transmission using the information provided during registration. If to Dynastream, any notice shall be delivered to the following address:

Dynastream Innovations, Inc.  
Attn: ANT Licensing  
Suite 201-100 Grande Blvd.,  
Cochrane, Alberta, T4C 0S4  
Canada

## **19. General Provisions**

- A. No Other Rights.** You shall use the ANT SoftDevices only in compliance with this License Agreement and shall refrain from using the ANT SoftDevices in any way that may be contrary to this License Agreement.
- B. Waiver.** The failure by Dynastream to enforce any provision of this License Agreement will not constitute a waiver of future enforcement of that or any other provision.
- C. Severability.** In the event that any provision of this License Agreement is held to be invalid, illegal or unenforceable, such provision will be deemed amended to achieve the economic effect of the intent of the parties in a valid, lawful and enforceable manner, or if not possible, the deleted and ineffective to the extent thereof, without affecting any other provision of the License Agreement.
- D. Amendments.** Dynastream may from time to time make amendments to this License Agreement. The proposed amendment will be supplied in writing to You in advance of the proposed effective date and You shall have the option of either accepting the amendment or terminating the License Agreement.
- E. Assignment.** You shall not assign this License Agreement or any rights or obligations hereunder without the prior written consent of Dynastream. Any attempted assignment or delegation without such written consent shall be null and void.
- F. Force Majeure.** Dynastream will not be liable to You for any losses arising out of the delay or interruption of Dynastream's performance of obligations under the

Agreement due to any acts of God, or any other occurrences which are beyond Dynastream's reasonable control.

**G. Entire Agreement.** Unless you have entered a Distribution Agreement, this License Agreement constitutes the entire agreement and understanding between You and Dynastream with respect to distribution of the ANT SoftDevices and supersedes all previous communications, representations or agreements, whether written or oral, with respect to the subject matter hereof. If you have entered a Distribution Agreement, the terms of the Distribution Agreement shall govern the use of the ANT SoftDevices with the D52 Module. Any waiver, modification or amendment of any provisions of this License Agreement will be effective only if in writing and signed by the duly authorized representative of both You and Dynastream.

**The following license applies to source files including Nordic Semiconductor ASA copyright notices (Copyright © Nordic Semiconductor ASA. All rights reserved.). All other contents of this archive are subject to the preceding License Agreement for S212 and S332.**

Copyright (c) Nordic Semiconductor ASA  
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. Neither the name of Nordic Semiconductor ASA nor the names of other contributors to this software may be used to endorse or promote products derived from this software without specific prior written permission.
4. This software must only be used in a processor manufactured by Nordic Semiconductor ASA, or in a processor manufactured by a third party that is used in combination with a processor manufactured by Nordic Semiconductor.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; \* LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## APPENDIX 1

### END USER LICENCE AND TERMS OF USE AGREEMENT

Certain of the device firmware, including a SoftDevice software package, embedded in and the software (the firmware and software collectively the “Software”) loaded on your device (the “Device”) is owned by or licensed to Garmin Ltd. or its subsidiaries (collectively, “Garmin”). The Software is protected under copyright laws and international copyright treaties. The Software is licensed, not sold. The Software is provided under this Agreement. Your use of the Software and the Device is subject to the following terms and conditions which are agreed to by you as the end user of the Software and the Device, on the one hand, and Garmin and its licensors and affiliated companies of Garmin and its licensors, on the other hand. Garmin’s licensors, including the licensors, service providers, channel partners, suppliers and affiliated companies of Garmin and its licensors, are each a direct and intended third party beneficiary of this Agreement and may enforce their rights directly against you in the event of your breach of this Agreement.

**IMPORTANT:** CAREFULLY READ THIS ENTIRE AGREEMENT BEFORE USING THE DEVICE. USING THE DEVICE INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE, RETURN THE COMPLETE PRODUCT WITHIN 7 DAYS OF THE DATE YOU ACQUIRED IT (IF PURCHASED NEW) FOR A FULL REFUND TO THE DEALER FROM WHICH YOU PURCHASED THIS PRODUCT.

**1. License:** Subject to the terms and conditions of this Agreement, Garmin hereby grants you during the Term a limited, non-exclusive, revocable, non-assignable, non-sublicensable and non-transferable license to execute the Software on the Device in machine-readable form only.

**2. Updates; Support or Maintenance:** Garmin may extend, enhance, or otherwise modify the Software at any time without notice, but Garmin shall not be obligated to provide you with any updates to the Software. 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. You further acknowledge that Garmin has no express or implied obligation to announce or make available any updates of the Software to anyone in the future. You acknowledge that the value-added reseller from whom you obtained the Device and not Garmin is responsible for providing support and maintenance for your Device.

**3. Compliance with Laws and Regulations:** You covenant that your use of the Software will comply with applicable laws and regulations. Garmin will not be responsible for your use of the Device in violation of any laws or regulations.

**4. Confidentiality; Prohibitions**

**4.1 Confidentiality:** You acknowledge the confidentiality of the Software. At all times during the Term and thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for your benefit or any other individual or entity, confidential information of Garmin.

**4.2 Prohibitions:** All intellectual property rights in the Software shall remain with Garmin. You shall not remove, obscure or alter any copyright, trademark, restrictive legend or other proprietary rights notices contained in the Software or the Device. You shall not reverse engineer, de-compile, disassemble or create derivative works of the Software or the Device.

**5. Indemnification:** You agree to indemnify, defend and hold harmless Garmin and its directors, officers, employees, independent contractors and agents (each a “Garmin Indemnified Party”) from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation attorney fees and court costs) (collectively “Losses”) incurred by a Garmin Indemnified Party as a result of your breach of this Agreement, a breach of any certification, covenant, representation or warranty made by you in this Agreement, or claims otherwise related to or arising from your use of the Device.

## **6. Term and Termination**

**6.1 Term:** The term of this Agreement shall continue for as long as you use the Device. However, this Agreement and all rights granted by Garmin hereunder will terminate automatically without notice from Garmin if you fail to comply with any of its terms or conditions. Garmin also reserves the right to discontinue offering any data or services provided by a third party if such supplier ceases to supply such data or services to Garmin or Garmin’s contract with such supplier terminates for any reason.

**6.2 Effect of Termination:** Upon the termination of this Agreement for any reason, you shall immediately cease all use of the Device, and erase and destroy all copies of Garmin confidential information in your possession or control. The provisions of Sections 3, 4, 5, 6, 7 and 8 will survive any termination of this Agreement. Garmin will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Garmin may have, now or in the future.

## **7. NO WARRANTY; DISCLAIMER OF ACTUAL AND CONSEQUENTIAL DAMAGES**

**(a) EXCEPT FOR THE MANUFACTURER’S LIMITED WARRANTY APPLICABLE TO THE DEVICE AND EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED ON AN "AS-IS", "WHERE IS" AND “WITH ALL FAULTS” BASIS. GARMIN AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS TO THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, GARMIN DOES NOT WARRANT THAT THE SOFTWARE OR THE**

**OPERATION THEREOF WILL BE ACCURATE, RELIABLE, UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL AGENTS.** NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY GARMIN OR ITS SERVICE PROVIDERS, SUPPLIERS, CHANNEL PARTNERS AND LICENSORS, OR BY AGENTS AND EMPLOYEES OF GARMIN, ITS SERVICE PROVIDERS, SUPPLIERS, CHANNEL PARTNERS OR LICENSORS, SHALL CREATE A WARRANTY FOR THE SOFTWARE, AND YOU ARE NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION.

(b) GARMIN DISCLAIMS ALL LIABILITY FOR ANY LOSS, INJURY OR DAMAGE RESULTING FROM USE OF THE SOFTWARE. IN NO EVENT WILL GARMIN BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SOFTWARE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GARMIN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE SUCH EXCLUSION OR LIMITATION APPLIES TO THE FULLEST EXTENT ALLOWABLE UNDER THE APPLICABLE LAW.

## **8. General Legal Terms**

**8.1 Assignment:** This Agreement may not be assigned, nor may any of your obligations under this Agreement be delegated, in whole or in part, by you by operation of law, merger, or any other means without Garmin's express prior written consent and any attempted assignment without such consent will be null and void.

**8.2 Severability:** If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue if full force and effect.

**8.3 Waiver and Construction:** Failure by Garmin to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement.

**8.4 Government End Users:** If you are an agency, department, or other entity of the United States Government, or funded in whole or in part by the U.S. Government, then use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Software, the construction that provides greater limitations on the Government's rights shall control. The contractor/manufacturer is Garmin International, Inc., 1200 East 151st Street, Olathe, Kansas 66062, USA. For purpose of any public disclosure



provision under any federal, state or local law, it is agreed that the Software constitutes trade secrets and/or a proprietary commercial product and not subject to disclosure.

**8.5 Export Control:** You agree not to export or re-export the Software to any country in violation of the export control laws of the United States of America.

**8.6 Dispute Resolution:** Any litigation or other dispute resolution between you and Garmin arising out of or relating to this Agreement or your use of the Software will take place in the State of Kansas. You and Garmin agree to submit to the personal and exclusive jurisdiction of the United States District Court for the District of Kansas and the Kansas state courts located in Johnson County, Kansas with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Kansas, except that body of Kansas law concerning conflicts of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If either party takes legal action to enforce any right under this Agreement, the prevailing party shall be entitled to recover all reasonable costs, including attorney fees.

**8.7 Entire Agreement:** This Agreement constitutes the entire agreement between you and Garmin with respect to the use of the Software and the Device, and supersedes all prior understandings regarding such subject matter. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. If you are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.