

MARVELL LIMITED USE LICENSE AGREEMENT WIRELESS MICROCONTROLLER SDK

The use of the Deliverables, as defined herein, is exclusively governed by the terms of this limited use license agreement (the "Agreement"), dated and effective as of the Effective Date set forth below, by and between **MARVELL INTERNATIONAL LTD.**, a Bermuda corporation with its principal place of business at Canon's Court, 22 Victoria Street, Hamilton, HM 12, Bermuda, ("Marvell"), and **LICENSEE**. By downloading, installing or using the Deliverables, Licensee accepts the terms of this Agreement. If Licensee does not agree to all of the terms of this Agreement, then Licensee must not download, install or use the Deliverables. Licensee and Marvell are each a "party" and, collectively, are the "parties" to this Agreement. **BY SELECTING THE "ACCEPT" OPTION BELOW, LICENSEE SHALL BE DEEMED TO HAVE ACCEPTED AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT ("ACCEPTANCE"), AND THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE DATE OF SUCH ACCEPTANCE BY LICENSEE (THE "EFFECTIVE DATE"). FOR AVOIDANCE OF DOUBT, IT SHALL NOT BE A REQUIREMENT TO THE EFFECTIVENESS AND ENFORCEABILITY OF THIS AGREEMENT THAT MARVELL EXECUTE 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"** includes (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 Proprietary Deliverables and/or the Marvell Product; (iv) the terms and conditions of this Agreement; and (v) other information disclosed between the parties that a reasonable person would consider to be proprietary based upon nature of the information disclosed and/or the circumstances surrounding its disclosure. Confidential Information shall not include any portion of the Confidential Information which such party can demonstrate: (a) is in the public domain at or subsequent to the time such portion was disclosed to it through no fault of its own; (b) is rightfully in its possession free of any obligation of confidence at or subsequent to the time such portion was disclosed to it by the disclosing party; (c) is developed by its own employees independent of and without reference to any information disclosed to it by the disclosing party; or (d) is disclosed pursuant to the order of any court of competent jurisdiction, or any order of any government agency; provided, however, that either party shall provide prompt prior written notice thereof to the other party to enable such other party to seek a protective order or otherwise prevent such disclosure.

1.3 **"Deliverables"** means the SDK for the Marvell Product which includes the Proprietary Deliverables and/or Open Source Deliverables set forth in the Exhibit A hereto, together with any associated documentation and materials, in any form or media, provided by Marvell to Licensee pursuant to this Agreement. The GPL Deliverables, in source code form, and the remaining Open Source Deliverables and the Proprietary Deliverables, in source and/or object code form in Marvell's sole discretion, shall be delivered to Licensee via Marvell's extranet or such other secure electronic means as are mutually agreeable to the parties. The Deliverables may be updated by Marvell from time to time, and Exhibit A shall be deemed to be amended upon Licensee's downloading such updated Deliverables.

1.4 **"Error"** means a defect or nonconformance which causes a Proprietary Deliverable not to perform substantially in accordance with Marvell documentation.

1.5 **"GPL Deliverables"** means Open Source Deliverables which require distribution of source code and are identified as GPL Deliverables in Exhibit A hereto.

1.6 **"Intellectual Property"** means any patents, patent rights, trademarks, service marks, registered designs, topography and semiconductor mask work rights, applications for any of the foregoing,

copyrights, know-how, unregistered design rights, trade secrets and any other similar protected rights in any country.

1.7 **"Licensee"** means the entity downloading the Deliverables or for whom the Deliverables are downloaded.

1.8 **"Licensee's Product"** means a product, component, or technology developed by or on behalf of Licensee which incorporates the Marvell Product.

1.9 **"Licensee's Software"** means a Licensee software product, component or technology which integrates the Deliverables and/or Modifications, is incorporated into Licensee's Product or distributed for use solely with Licensee's Product, and is operable exclusively with the Marvell Product.

1.10 **"Marvell Product"** means any Marvell Wi-Fi System on a Chip (SoC) controller and other Intellectual Property of Marvell or a Marvell Affiliate disclosed to Licensee under this Agreement.

1.11 **"Modifications"** means, in relation to a Deliverable, any modification, adaptation, enhancement, new version, upgrade, translation, improvement or development of such Deliverable which is created by either party.

1.12 **"Open Source Deliverables"** means the Deliverables identified as Open Source Deliverables in Exhibit A hereto.

1.13 **"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.

1.14 **"SDK"** means the Software Development Kit which is the set of software and firmware modules (in source code and/or binary form), with accompanying APIs and documentation, and development tools (hardware and software) that are needed for use with the SDK.

1.15 **"SDK Redistributable"** means any object code software developed by Licensee as output from the SDK in the intended manner (as described in the documentation supplied with or forming part of the SDK).

2. LIMITED LICENSE.

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

2.2 **License Grant.** Subject to Licensee's performance of the terms and conditions of this Agreement, Marvell hereby grants to Licensee during the term of this Agreement a non-transferable, non-exclusive, royalty free, world-wide, limited license to use and reproduce and, if required, modify the Proprietary Deliverables to the extent that source code is provided for: (i) Licensee's internal evaluation in connection with development of Licensee's Product and/or Licensee's Software for use exclusively with Marvell's Products, and/or determination of whether or not to place volume purchase orders with Marvell for the purchase of Marvell's Products; (ii) incorporating the SDK Redistributables into Licensee's Product and/or Licensee's Software for use exclusively with Marvell's Products; and (iii) distributing, and having distributed, the SDK Redistributables solely as incorporated into Licensee's Product and/or Licensee's Software for use exclusively with Marvell's Products.

2.2.1 In addition to the foregoing, any firmware included in the Proprietary Deliverables may be redistributed by the Licensee under the terms of the Firmware Redistribution License set forth in Exhibit B below. In the event of conflict with Sections 2, 5, or 6 of this agreement, the terms of the Firmware Redistribution License shall prevail.

2.3 **License Restrictions.** In no event may Licensee (i) use the Proprietary Deliverables and/or Modifications thereof in conjunction with any product other than Licensee's Product and/or Licensee's Software; (ii) distribute, license or sell the Proprietary Deliverables and/or Modifications thereof as a stand-alone 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 the Proprietary Deliverables and/or Modifications thereof; (v) take any actions that would cause the Proprietary Deliverables and/or any portion

thereof to become subject to the GNU General Public License or any other open source license that imposes any limitation, restriction or condition on the right or ability to use or distribute the Proprietary Deliverables and/or any portion thereof, (vi) disclose the results of any benchmarking of the Proprietary Deliverables and/or any portion thereof (whether or not obtained with Marvell's assistance) to third parties; (vii) use the Proprietary Deliverables and/or any portion thereof to develop or enhance any product that competes with the Marvell Product; or (viii) employ the Proprietary Deliverables and/or any portion thereof in, or in the development of, life critical applications or products or in any other application or product where failure of the Proprietary Deliverables and/or any portion thereof or any results from the use thereof can reasonably be expected to result in personal injury. If Licensee is a European Union ("EU") resident, information necessary to achieve interoperability of the Proprietary Deliverables with other programs within the meaning of the EU Directive on the Legal Protection of Computer Programs is available from Marvell upon written request.

2.4 Other License Terms. The Deliverables are licensed, not sold, and are protected by the copyright laws of the U.S. and other countries and by international treaty provisions. All right, title and interest in and to the Deliverables and any copies thereof, regardless of form or media, shall remain solely with Marvell and its suppliers. Except as expressly provided herein, this Agreement does not grant Licensee any rights under any of Marvell's patents, copyrights, trade secrets, trademarks or other Intellectual Property rights. Marvell and its third party licensors retain all rights not explicitly granted herein. 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 Proprietary Deliverables and Modifications as the terms and conditions Licensee uses for its own software products and the terms and conditions of this Agreement. Licensee expressly agrees not to distribute Licensee's Software to any third party that has not accepted the terms of such Licensee software license.

2.5 Ownership of SDK Redistributables. Subject to Marvell's and its suppliers Intellectual Property rights in the Deliverables, Licensee shall exclusively own all Intellectual Property rights in the SDK Redistributables.

2.6 Bug Fixes, Patches, Workarounds. Licensee agrees to provide Marvell with the annotated source code and relevant information and/or documentation for any bug fix, patch, workaround or other such Error correction made by Licensee to the Deliverables. Marvell shall own all Intellectual Property rights relating to any bug fixes, patches, workarounds or other such Error corrections made by Licensee to the Deliverables and Marvell shall be entitled to use such information for any purpose, including but not limited to for the purposes of this Agreement.

2.7 Ownership of Modifications. Except as provided in Section 2.6, Licensee shall exclusively own Modifications created by Licensee to the Deliverables subject to the underlying ownership rights of Marvell and its third party suppliers. Licensee shall have no obligation to disclose to Marvell any such Modifications except as provided in Section 2.6. Upon Licensee's disclosure to Marvell of Modifications created by Licensee to the Deliverables, Marvell shall be entitled to use such Modifications for any purpose, including but not limited to for the purposes of this Agreement. Notwithstanding the foregoing, Licensee undertakes to and covenants with Marvell that it will not commence or threaten any lawsuit or other proceedings against Marvell or its Affiliates or its suppliers, or any of their respective licensees or customers, in any jurisdiction, where such proceedings allege infringement of Licensee's Intellectual Property rights in the Modifications. No other rights except those expressly stated in this Section 2.8 shall be deemed granted, waived, or received by implication, estoppel or otherwise.

2.8 Audit. During the term of this Agreement (including the period of time set forth in Section 6.2 pertaining to Licensee's continued use of the Proprietary Deliverables following termination) and for a period of two years thereafter, Marvell may appoint an independent third party auditor under an obligation of confidentiality to conduct, at Marvell's expense, an inspection of such of Licensee's records and practices as are directly related to its use of the Proprietary Deliverables and solely for the purpose of verifying Licensee's compliance with the terms and conditions of this Agreement. Marvell shall exercise this right upon no fewer than sixty (60) days' prior written notice. Licensee will provide reasonable accommodation for the

review. Marvell shall deliver to Licensee a copy of the results of any such review.

2.9 Notwithstanding the restrictions in Sections 2.2 and 2.3, Licensee may sublicense the Marvell Proprietary Deliverables delivered by Marvell in source code for and/or Modifications in source code form to Licensee's customers ("Licensee Customer(s)"), for the sole purpose of design, development, and/or manufacture of Licensee Customer products which incorporate Licensee's Products and/or Licensee's Software; or to incorporate the Deliverables and/or Modifications into the products of Licensee Customer which operates with Licensee's Product. Licensee Customer may distribute through multiple tiers of distribution the Marvell Proprietary Deliverables and/or Modifications thereof, in binary or executable form, solely as incorporated into Customer's products which incorporate Licensee's Product and/or Licensee's Software or which are distributed solely for use with Licensee's Product. Any breach of the terms of this Agreement by a Licensee Customer shall constitute a breach by Licensee hereunder. In consideration of this right to sublicense, Licensee agrees to provide all necessary support to Licensee Customers. In no event shall Marvell be obligated to provide any technical support to Licensee Customers. Licensee shall provide a complete list of Licensee Customers to Marvell upon Marvell's request.

3. CONFIDENTIAL INFORMATION. The receiving party shall not disclose to any third party, or use in any manner not expressly permitted herein, any Confidential Information of the disclosing party. The receiving party agrees to take all reasonable measures to protect the disclosing parties Confidential Information and prevent unauthorized disclosure thereof, which measures shall be at least as stringent as those measures the receiving party takes to protect its own confidential information of like kind. Without in any way limiting the foregoing, the receiving party shall restrict access to the disclosing party's Confidential Information to its employees and individual third party contractors working on site who have executed a written agreement sufficient to protect the Confidential Information in accordance with the provisions of this Agreement and who have a "need-to-know" to exercise the license rights granted herein. Notwithstanding the above, all Confidential Information, and any documents and other tangible objects containing or representing the Confidential Information, and all copies thereof shall be and remain the property of the disclosing party.

4. DISCLAIMER OF WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DELIVERABLES AND CONFIDENTIAL INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MARVELL AND ITS SUPPLIERS DISCLAIM ANY WARRANTY OR OBLIGATION TO PROVIDE SUPPORT, UPDATES OR BUG FIXES FOR THE DELIVERABLES OR CONFIDENTIAL INFORMATION. NEITHER MARVELL NOR ITS SUPPLIERS MAKE ANY WARRANTY AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY FOR ANY PURPOSES WHATSOEVER OF THE DELIVERABLES OR CONFIDENTIAL INFORMATION. NEITHER MARVELL NOR ITS SUPPLIERS MAKE ANY WARRANTIES OR REPRESENTATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, QUIET ENJOYMENT OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL MARVELL, ITS AFFILIATES OR ANY OF ITS 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 MARVELL, ITS AFFILIATES AND ITS SUPPLIERS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY LICENSEE TO MARVELL HEREUNDER OR \$100. 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 as specified in this Section 6.1. Licensee may terminate this Agreement at any time upon the provision of written notice to Marvell. Without prejudice to any other right or remedy which may be available to it, Marvell shall be entitled to terminate this Agreement immediately if Licensee: (i) ceases the development, commercialization 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 Marvell 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 Marvell's sole option, the Proprietary Deliverables, all Modifications thereof, and any other Confidential Information of Marvell 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 the above, Licensee may retain one copy of the Proprietary Deliverables solely for the limited purpose of supporting Licensee customers who received a Licensee Product that was manufactured prior to the termination date of this Agreement. Notwithstanding anything to the contrary contained herein, Sections 1, 2.1, 2.5, 2.6, 2.7, 2.8 and 3 through 9 shall survive any termination of this Agreement.

7. EXPORT. The Deliverables and Confidential Information are subject to U.S. 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, Modifications, Confidential Information or any products developed with or utilizing the Deliverables, Modifications or Confidential Information, in violation of any applicable laws or regulations of the United States or the country where the Deliverables or Confidential Information were obtained. Licensee is responsible for obtaining any licenses or authorizations required to export, reexport, transfer or import the Deliverables, Modifications and/or Confidential Information.

8. UNITED STATES GOVERNMENT RESTRICTED RIGHTS. The Deliverables are "Commercial Items(s)" as defined in 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. If Licensee is licensing the Deliverables and/or Modifications for acquisition by the U.S. Government or any contractor therefore, Licensee must license consistent with the policies set forth in 48 C.F.R. § 12.212 (for civilian agencies), and 48 C.F.R. § 227.7202-1 and 227.7202-4 (for the Department of Defense), and their successors.

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 Marvell. 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 Marvell 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, Marvell 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 California, excluding its conflict of laws rules. The parties hereto consent to the jurisdiction of all the courts in California, and agree that, except for requests for injunctive relief pursuant to Section 9.2, venue shall lie exclusively in California. THE PARTIES EXCLUDE IN ITS ENTIRETY THE APPLICATION TO THIS AGREEMENT OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

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 address set forth in the signature block of this Agreement and to Marvell at the address set forth in the introductory paragraph of this Agreement and at Marvell International Ltd., c/o Marvell Semiconductor, Inc., 5488 Marvell Lane, Santa Clara, CA 95054, U.S.A., Attn: Legal Department. 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 subject matter hereof, and supersedes and terminates all other prior and/or contemporaneous verbal and/or written agreements and understandings with respect thereto. No modifications to this Agreement shall be enforceable except when in writing and signed by an authorized signatory of each party. For the avoidance of any doubt, the parties expressly agree that any license terms which may be presented to a Licensee employee in the course of his or her access to or use of the Marvell Extranet (including where the Licensee employee is required to indicate his or her acceptance or acknowledgement of such license terms as a condition of such access or use) shall be void and of no force and effect to the extent that they relate to the Proprietary Deliverables, and shall not under any circumstances be deemed to modify or amend any of the terms and conditions of this Agreement.

REVIEWED

Marvell Legal Department

EXHIBIT A
DELIVERABLES

The following Deliverables may be included in the SDK:

1. Proprietary Deliverables

- a. Marvell Proprietary Deliverables
 - 1. Wireless LAN Components including WLAN Connection Manager, Wi-Fi Driver, WPS Supplicant, Wi-Fi Direct and Micro-AP Control Utilities and other libraries.
 - 2. Driver and Software support for Marvell Microcontroller SoC.
 - 3. Core System software components including Standard IO, Command Line Interface, Power Management, and other System utilities and libraries.
 - 4. Networking middleware components including HTTP client and server, JSON and XML parsers, etc.
 - 5. System and application service components including Firmware upgrade, Provisioning, Application Framework, and others.
- b. Third Party Deliverables
 - 1. **RTUSB32** - On-Time Informatik
 - 2. **Apple HomeKit Accessory Protocol Library and Apple Wireless Accessory Configuration Library** – Apple Inc.
 - 3. **Echonet Lite** - Ubiquitous Inc.

2. Open Source Deliverables

The Open Source Deliverables listed below are provided to Licensee under the terms of an Open-Source License as described below. Copyright notices and license terms are also contained within such software.

- a. GPL Deliverables
 - 1. The **FreeRTOS Deliverable** is provided to Licensee under the terms of a modified GNU General Public License - the modification taking the form of an exception. The full text of the GNU General Public License is available at: <http://www.gnu.org/licenses/gpl-2.0.html>. The FreeRTOS GPL License exception is provided in Exhibit B. The FreeRTOS web-site is: <http://www.freertos.org>.
- b. Other Open Source Deliverables
 - 1. The **LWIP Deliverable** is provided to Licensee under the terms of the BSD License. The full license terms are provided in Exhibit E. The lwip software web-site is: <http://savannah.nongnu.org/projects/lwip/>.
 - 2. The **AWS IoT Library** software is provided to Licensee under the terms of the Apache 2.0 License, and has been modified by Marvell to port it to Marvell Wireless Microcontroller SDK. The full text of the Apache 2.0 license is available at <http://www.apache.org/licenses/LICENSE-2.0>.
 - 3. The **nghttp2** software is provided to Licensee under the terms of the Apache 2.0 License, and has been modified by Marvell to _port it to Marvell Wireless Microcontroller SDK. The full text of the Apache 2.0 license is available at <http://www.apache.org/licenses/LICENSE-2.0>.
 - 4. The **Evrything Cloud Agent** software is provided to Licensee under the terms of the Apache 2.0 License, and has been modified by Marvell to software is provided to Licensee under the terms of the Apache 2.0 License, and has been modified by Marvell to _port it to Marvell Wireless Microcontroller SDK. The full text of the Apache 2.0 license is available at <http://www.apache.org/licenses/LICENSE-2.0>.
 - 5. The **MQTT** software is provided to Licensee under the terms of the Eclipse EPL 1.0 License. The full text of the Eclipse EPL 1.0 License is available at <http://www.eclipse.org/org/documents/epl-v10.php>
 - 6. The **Mbed TLS** software is provided to Licensee under the terms of the Apache 2.0 License. The library has been ported to Marvell SDK. The full text of the Apache 2.0 license is available at <http://www.apache.org/licenses/LICENSE-2.0>.
 - 7. The **expat** software is provided to Licensee under the terms of the license specified in the COPYING file that comes with the software. This can also be viewed at: <https://github.com/zerotao/expat/blob/master/COPYING>. The terms are identical the terms of MIT License.
 - 8. The **Google libiotia** software is provided to Licensee under the terms of the Apache 2.0 License. The library has been ported to Marvell SDK. The full text of the Apache 2.0 license is available at <http://www.apache.org/licenses/LICENSE-2.0>.
- c. In addition to the above, the following software is also provided under Open-Source License terms and are “GPL Deliverables”. These are used to generate the “SDK Redistributables,” but are not themselves part of the customer product.
 - 1. The **OpenOCD** software is provided to Licensee under the terms of GNU General Public License version 2. The full text of the GNU General Public License is available at: <http://www.gnu.org/licenses/gpl-2.0.html>. The OpenOCD software’s web-site is: <http://openocd.sourceforge.net>.
 - 2. The **kconfig** software is provided to Licensee under the terms of GNU General Public License version 2. The full text of the GNU General Public License is available at: <http://www.gnu.org/licenses/gpl-2.0.html>.
 - 3. The **GNUWin32 CoreUtils** software is provided to Licensee under the terms of GNU General Public License version 2. The full text of the GNU General Public License is available at: <http://www.gnu.org/licenses/gpl-2.0.html>

EXHIBIT B
OPEN SOURCE AND THIRD PARTY DELIVERABLES LICENSE TERMS

1. Third Party Proprietary Deliverables

- a) The **RTUSB32 Deliverable** is provided to Licensee under the following terms and conditions:
 - i) The RTUSB32 Deliverable is licensed to Licensee for the purposes of developing, designing and/or qualifying a controller board containing a Marvell chip and the RTUSB32 Deliverable ("Shipping Product").
 - ii) Prior to have starting shipping production quantities of a Shipping Product, Licensee must notify Marvell in writing of its intention to do so.
 - iii) Upon notification by Licensee, Marvell grants to Licensee a non-exclusive, perpetual, worldwide right and license to, have reproduced, display, perform, transmit, license, import, export, rent, lease and distribute through multiple tiers of distribution the RTUSB32 Deliverable as contained in Shipping Product(s). Licensee's customers shall have the right to incorporate such Shipping Product into such customer's products for distribution to such customer's end users.
- b) The **Apple HomeKit Accessory Protocol Library** and **Apple Wireless Accessory Configuration Library** will only be provided to licensees of Apple Inc. with valid MFI License v6.2 or later.
- c) Licensee has no distribution rights for **Echonet Lite** under this Agreement. If Licensee wishes to distribute **Echonet Lite** with Licensee's Product, Licensee must establish a separate license agreement directly with Ubiquitous Inc.

2. Open Source Deliverables

The **Open Source Deliverables** are provided to Licensee under the terms of the Open Source licenses described in Exhibit A and below. Copyright notices and license terms are also contained within such software and its documentation.

a. FreeRTOS GNU General Public License Exception

Any FreeRTOS source code, whether modified or in its original release form, or whether in whole or in part, can only be distributed by you under the terms of the GNU General Public License plus this exception. An independent module is a module which is not derived from or based on FreeRTOS.

EXCEPTION TEXT:

Clause 1

Linking FreeRTOS statically or dynamically with other modules is making a combined work based on FreeRTOS. Thus, the terms and conditions of the GNU General Public License cover the whole combination.

As a special exception, the copyright holder of FreeRTOS gives you permission to link FreeRTOS with independent modules that communicate with FreeRTOS solely through the FreeRTOS API interface, regardless of the license terms of these independent modules, and to copy and distribute the resulting combined work under terms of your choice, provided that

1. Every copy of the combined work is accompanied by a written statement that details to the recipient the version of FreeRTOS used and an offer by yourself to provide the FreeRTOS source code (including any modifications you may have made) should the recipient request it.
2. The combined work is not itself an RTOS, scheduler, kernel or related product.
3. The independent modules add significant and primary functionality to FreeRTOS and do not merely extend the existing functionality already present in FreeRTOS.

Clause 2

FreeRTOS may not be used for any competitive or comparative purpose, including the publication of any form of run time or compile time metric, without the express permission of Real Time Engineers Ltd. (this is the norm within the industry and is intended to ensure information accuracy).

b. lwIP LICENSE

lwIP is licenced under the BSD licence:

Copyright (c) 2001-2004 Swedish Institute of Computer Science.
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. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR "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 AUTHOR 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.

3. WI-FI Firmware

MARVELL WI-FI FIRMWARE LICENSE

The following terms are the terms and conditions of the Firmware Redistribution License referenced in Section 2.2.1:

FIRMWARE REDISTRIBUTION LICENSE TERMS:

Copyright (c) Marvell International Ltd.
All rights reserved.

Redistribution. Redistribution and use in binary form, without modification, are permitted provided that the following conditions are met:

- * Redistributions must reproduce the above copyright notice and the following disclaimer in the documentation and/or other materials provided with the distribution.
- * Neither the name of Marvell International Ltd. nor the names of its suppliers may be used to endorse or promote products derived from this software without specific prior written permission.
- * No reverse engineering, decompilation, or disassembly of this software is permitted.

DISCLAIMER. 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 OWNER 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.