

DEVELOPER STUDY GUIDE: AN INTRODUCTION TO BLUETOOTH LOW ENERGY DEVELOPMENT END-USER LICENSE AGREEMENT

PLEASE READ THIS END-USER LICENSE AGREEMENT FOR DEVELOPER STUDY GUIDE: AN INTRODUCTION TO BLUETOOTH LOW ENERGY DEVELOPMENT (THE "AGREEMENT") CAREFULLY. THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE BLUETOOTH SIG, INC. (THE "LICENSOR" OR "BLUETOOTH SIG"), A DELAWARE NON-STOCK, NON-PROFIT CORPORATION, AND THE END-USER OBTAINING THE DEVELOPER STUDY GUIDE: AN INTRODUCTION TO BLUETOOTH LOW ENERGY DEVELOPMENT HEREIN ("LICENSEE"). FOR PURPOSES OF THIS AGREEMENT, "YOU" AND "YOUR" INCLUDES LICENSEE OR THE INDIVIDUAL ACTING ON BEHALF OF LICENSEE, WHICHEVER IS APPLICABLE. BY CLICKING THE "I ACCEPT" BUTTON OR BY ACQUIRING, INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE DEVELOPER STUDY GUIDE: AN INTRODUCTION TO BLUETOOTH LOW ENERGY DEVELOPMENT, YOU ACCEPT THE AGREEMENT. BY ACCEPTING THE AGREEMENT ON BEHALF OF A LICENSEE, YOU REPRESENT THAT YOU ARE AUTHORIZED TO DO SO. IF YOU ARE NOT SO AUTHORIZED, NOR DEEMED IN LAW TO HAVE SUCH AUTHORITY, YOU ASSUME SOLE PERSONAL LIABILITY FOR THE OBLIGATIONS SET OUT IN THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU SHOULD CLICK THE "I REJECT" BUTTON AND DO NOT ACQUIRE, INSTALL, COPY, DOWNLOAD, ACCESS OR OTHERWISE USE THE DEVELOPER STUDY GUIDE: AN INTRODUCTION TO BLUETOOTH LOW ENERGY DEVELOPMENT, WHICH MAY INCLUDE ASSOCIATED MEDIA, PRINTED MATERIALS, AND "ON-LINE" OR ELECTRONIC DOCUMENTATION (THE "SOFTWARE").

BACKGROUND

WHEREAS, LICENSOR is a non-stock, non-profit corporation that desires to provide third party application developers with the Software to develop Bluetooth-enabled applications for Smart Ready devices and port those Bluetooth-enabled applications across platforms (the "Software"); and

WHEREAS, the LICENSOR is the owner of all right, title and interest in the Software; and

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NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the LICENSOR and LICENSEE agree as follows:

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computers, hard drives, networks, and other media. Sections 4 through 8, inclusive, survive termination of this Agreement and remain enforceable in accordance with their terms.

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7. MISCELLANEOUS

7.1 Assignment. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assignees. The rights and obligations of Licensee under this Agreement are personal and cannot be assigned, sublicensed or otherwise transferred by Licensee and Licensee will not attempt to do so without a prior written consent of Licensors. Any attempted assignment, sublicense or transfer in contravention of this Agreement will be null and void and of no force and effect. Licensors may assign or transfer all or any of its rights and obligations under this Agreement at any time and, in the case of a transfer of obligations, the transfer will be effected by a novation, such that thereafter this Agreement will be between the assignee (as "Licensor") and Licensee. Except as permitted under Section 1 hereof, Licensee will not permit any other third party (including but not limited to consultants and independent contractor) to exercise any rights under this Agreement.

7.2 Injunctive Relief. Licensee acknowledges that it is likely to be difficult, if not impossible, to value the damage to Licensors from a breach by Licensee of Section 1 (License Grant) of the Agreement and that such damages are likely to be substantial and/or irreparable and that Licensors' remedy at law would be inadequate. In the event of such a violation and upon adequate proof of such violation, therefore, in addition to any other relief to which Licensors may be entitled, Licensors will be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

7.3 Authority. The individual accepting this Agreement represents and warrants that the individual is authorized and has the power and authority to execute and deliver this Agreement on behalf of Licensee and to perform its obligations hereunder.

7.4 Entire Agreement; Waiver. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this Agreement will be binding unless agreed to in writing by an authorized representative of all the Parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

7.5 Governing Law, Dispute Resolution. This Agreement will be construed and controlled by the laws of the State of Washington, United States of America and the federal law of the United States of America, without reference to conflict of law principles. Licensors and Licensee agree that all disputes arising in any way out of this Agreement will be heard exclusively in, and irrevocably consent to the jurisdiction and venue in, the state and federal courts of the State of Washington, King County.

7.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

7.7 Amendment. This Agreement may be amended or modified only by a written instrument signed by Licensor and Licensee.

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