

# Non-Royalty Software License Agreement



This License Agreement (the "Agreement") is entered into on the 28<sup>th</sup> March 2014 ("the Effective Date"), between DecaWave Limited, a company registered with limited liability in Ireland having its registered office at Adelaide Chambers, Peter Street, Dublin 8, Ireland ("DecaWave") and **F.Robotics Acquisitions Ltd**, whose registered office is at **Pardesiya Industrial Zone, Pardesiya, 4281500** located in **Israel** ("Company").

**Whereas**, Company wishes to develop Real Time Location Systems or other systems incorporating DecaWave semiconductor technology; and

**Whereas**, DecaWave has independently designed, developed and owns certain UWB technology and hardware and software intellectual property; and

**Whereas**, DecaWave wishes to grant a License to Company to enable Company to use DecaWave's technology on the terms hereinafter set forth;

**Now, Therefore, the parties hereto agree as follows:**

## 1 Definitions

The definitions set forth below shall apply wherever they appear in this Agreement and all exhibits hereto:

<b>"Company"</b>	The company named above
<b>"Licence"</b>	The license provided by DecaWave to the Company pursuant to this Agreement
<b>"Delivery Date"</b>	The delivery date listed in Schedule 4 ("Delivery Date / Support & Maintenance") or such extended date as may be agreed between the parties.
<b>"Licensed Materials"</b>	All materials listed in Schedule 1 ("Deliverables") incorporating the Licensed Program Materials the Licensed Programs the Documentation and such other Deliverables as may be provided by DecaWave pursuant to this Agreement.
<b>"Licensed Program Materials"</b>	The Licensed Programs, the Program Documentation and the Media.
<b>"Licensed Programs"</b>	The systems, applications and computer programs of DecaWave in both object code and source code formats specified in Schedule 1 ("Deliverables") and all releases and versions thereof.
<b>"Documentation"</b>	The operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied to the Company by DecaWave for aiding the use and application of the Licensed Materials.
<b>"Media"</b>	The media on which the Licensed Programs and the Documentation are recorded or printed as provided to the Company by DecaWave listed in Schedule 4 ("Storage Media").
<b>"Intellectual Property Rights"</b>	All vested contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration or these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which DecaWave may be entitled.

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## 2 License

### 2.1 Grant of Licenses

Subject to the terms and conditions of this Agreement, DecaWave grants to the Company a free, personal, non-exclusive, non-transferable, licence, without the right to sub- license: -

- a. to use the Licensed Materials listed in Schedule 1 ("Deliverables") subject to the terms and conditions contained in this Agreement.
- b. to incorporate the Licensed Programs source code (in whole or in part) and variations thereof into Company's products for distribution to Company's customers but only when such products use DecaWave semiconductor products and under no other circumstances except as expressly stated in this Agreement.
- c. to use the Licensed Materials for the purpose of understanding the operation of the Licensed Programs.

### 2.2 Copying of Licensed Materials

- 2.2.1 The Company may make as many copies of the Licensed Materials as are necessary for the Company to properly and efficiently use the Licensed Programs as set out hereunder. Such copies shall be the property of DecaWave and the Company shall ensure that all such copies bear DecaWave's proprietary notice. The Licence shall apply to all such copies as it applies to the Licensed Programs.
- 2.2.2 The Company shall keep adequate records showing the use and disposition of the Licensed Materials and any copies thereof, and shall make such records available to DecaWave on request.

### 2.3 Retention of Title

The Licensed Materials and the Intellectual Property Rights therein are and shall remain the property of DecaWave.

## 3 Consideration / Fees & Charges

### 3.1 License Fees

The rights and licenses in Clause 2 ("License") are granted free of charge.

### 3.2 Other Fees Charges and Costs

- 3.2.1 All costs incurred by each respective party in executing this Agreement shall be borne by that party
- 3.2.2 Company shall cover the cost of shipping the Licensed materials to the Location

## 4 Delivery and Acceptance

### 4.1 Delivery

The Deliverables as set forth in Schedule 1 ("Deliverables") shall be shipped or otherwise made available to Company FOB the Location.

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## 5 Warranties

### 5.1 3<sup>rd</sup> Party Infringement

DecaWave does not warrant that the Licensed Materials do not or that the Company's use of the Licensed Materials will not infringe any patents trademarks and registered designs copyrights or confidential information or intellectual property rights owned or possessed by any third party and DecaWave shall not be liable to the Company for any loss suffered by the Company in any way by reason of any such infringement.

### 5.2 Disclaimer

ALL DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. DECAWAVE DOES NOT WARRANT THAT THE DELIVERABLES WILL BE ERROR-FREE. THE WARRANTY ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS CONCERNING THIS AGREEMENT OR THE DELIVERABLES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, REASONABLE SKILL AND CARE, FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

## 6 Support

Support for the Licensed Materials shall be as set out in Schedule 5 ("Delivery Date / Maintenance & Support") on the terms contained therein.

## 7 Use of the Licensed Materials

The Company agrees: -

7.1 to use the Licensed Programs solely and only in conjunction with DecaWave semiconductor products. The Licensed programs and / or any derivatives thereof may not be used with any other vendors' semiconductor or systems products except in the following specific case: -

7.1.1 Should DecaWave cease trading and thereby be incapable of fulfilling Company's requirement for semiconductor product, irrespective of whatever other supply agreements may from time to time be in force, then Company is permitted to use the Licensed Programs and / or derivatives thereof with other vendors' semiconductor products so as to permit Company's business to continue.

7.1.2 Should DecaWave, for whatever reason, decide to cease supply of semiconductor products outside the scope of whatever other supply agreements may from time to time be in force, and thereby be incapable of fulfilling Company's requirement for semiconductor product, then Company is permitted to use the Licensed Programs and / or derivatives thereof with other vendors' semiconductor products so as to permit Company's business to continue

7.2 that whenever the Licensed Programs source code or parts thereof are used by Company either together with or independently of any other third party or Company's own source code, those components of the Licensed Programs source code shall be explicitly identified as having come from DecaWave. Appropriate identification notices shall be included in the source code itself and in Company's product documentation.

7.3 that the Licensed Materials as provided were developed by DecaWave for DecaWave demonstration purposes only and are provided to Company on that basis. The decision to use the Licensed Materials in

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whole or in part in Company's products rests entirely with Company. Company fully accepts the Warranties in clause 5 and the Limitations of Liability in clause 9 of this Agreement.

- 7.4 that the Intellectual Property Rights in any derivatives of the Licensed Programs as developed by Company will vest jointly and equally in Company and DecaWave. Company shall make all such derivatives available to DecaWave on the same reciprocal terms as those contained in this Agreement.

## **8 Confidentiality**

### **8.1 Announcement**

Neither party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other party.

### **8.2 Treatment of Confidential Information**

- 8.2.1 Each party agrees that it will not use in any way for its own account, or for the account of any third party, nor disclose to any third party except pursuant to this Agreement, any Confidential Information revealed to it by the other party. Each party shall take every reasonable precaution to protect the confidentiality of said information. Each party shall use the same standard of care in protecting the Confidential Information of the other party as it normally uses in protecting its own trade secrets and proprietary information, but in no event less than a reasonable degree of care.
- 8.2.2 Neither party shall without the prior written consent of the other party divulge any part of the other party's Information to any person except:
- a) to their own employees and then only to those employees who need to know the same;
  - b) to either party's auditors, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right duty or obligation to know the business of the other party and then only in pursuance of such right duty or obligation;
  - c) any person who is for the time being appointed by either party to maintain the Equipment on which the Licensed Programs are for the time being used (in accordance with the terms of the Licence) and then only to the extent necessary to enable such person to properly maintain the Equipment.
- 8.2.3 Both parties undertake to ensure that persons and bodies referred to in clause 8.2.2 are made aware before the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the other party.

### **8.3 Disclosure**

Notwithstanding any other provision of this Agreement, no information received by a party hereunder shall be Confidential Information if said information is or becomes:

- a) published or otherwise made available to the public other than by a breach of this Agreement;
- b) furnished to a party by a third party without restriction on its dissemination;
- c) approved for release in writing by the party designating said information as Confidential Information;
- d) known to, or independently developed by, the party receiving Confidential Information hereunder without reference to or use of said Confidential Information; or

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- e) disclosed to a third party by the party transferring said information hereunder deliberately and specifically without restricting its subsequent disclosure and use by said third party.

#### **8.4 Unauthorized Third Party Use or Disclosure**

Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.

### **9 Limitation of Liability**

10.1 Company agrees that under no circumstances will DecaWave be liable for indirect, special, incidental or consequential losses or damages of any kind under this Agreement, including without limitation, loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

10.2 All liability that is not expressly assumed in this Agreement is hereby excluded. These limitations will apply regardless of the form of action, whether under statute, in contract or tort including negligence or any other form of action. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.

### **10 Term and Termination**

#### **10.1 Term**

11.1.1 The term of this Agreement begins on the Effective Date and terminates subject to the conditions hereunder.

#### **10.2 Termination by Company**

The Company may terminate this Agreement at any time by giving at least thirty [30] days prior written notice to DecaWave.

#### **10.3 Termination by DecaWave**

DecaWave may terminate this Agreement forthwith on giving notice in writing to the Company if:

- a) The Company materially breaches a provision of this Agreement and (in the case of a breach capable of being remedied) does not remedy such breach within thirty [30] days after the receipt of written notice from DecaWave (such notice to contain a warning of DecaWave's intention to terminate); or
- b) The Company permanently discontinues the use of the Licensed Materials and advises DecaWave of such discontinuance in writing

#### **10.4 Termination by Mutual Agreement**

Both parties may jointly terminate this Agreement by mutual consent following discussions and by providing written confirmation to that effect each to the other within [30] days of the conclusion of such discussions.

**10.5 Consequences**

- 11.5.1 Upon termination of this Agreement, the licenses, rights and covenants granted and the obligations imposed hereunder shall cease except as otherwise expressly set forth herein.
- 11.5.2 Forthwith upon the termination of this Agreement, the Company shall return to DecaWave the Licensed Materials and all copies of the whole or any part thereof, to an address to be advised by DecaWave at the time.

**10.6 Survival**

All provisions of this Agreement that by their nature are intended to survive termination, including, without limitation, the provisions of Sections 2 ("License"), 3 ("Consideration"), 5 ("Warranty"), 8 ("Confidentiality"), 10 ("Term and Termination") and 11 ("General Provisions") shall survive the expiration or termination of this Agreement.

**11 General Provisions****11.1 General**

In this Agreement:

- a) words expressed in any gender shall where the context so requires or permits include any other gender;
- b) words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa;
- c) words expressed in the singular shall where the context so requires or permits include the plural; and
  - a. where any party is more than one person that party's obligations in this Agreement shall take effect as joint and several obligations;
  - b. anything in this Agreement which applies to that party shall apply to all of those persons collectively and each of them separately;
  - c. the benefits contained in this Agreement in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately; and;
  - d. the receipt of the survivor of joint holders of this Agreement shall be a good discharge to DecaWave.
- d) Except where the context renders it absurd or impossible every reference to any party to this Agreement shall include his or her successors in title and personal representatives, by and against whom this Agreement shall be enforceable as if they had been originally named as parties.
- e) References in this Agreement to anything which any party is required to do or not to do shall include his acts, defaults and omissions, whether:
  - a. direct or indirect;
  - b. on his own account; or
  - c. for or through any other person; and
  - d. those which he permits or suffers to be done or not done by any other person

**11.2 Severability and conflict**

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

**11.3 Assignment**

12.3.1 This Agreement is personal to the parties and, subject to clause 12.3.2 below, neither this Agreement nor any rights, licences or obligations under it may be assigned by either party without the prior written approval of the other party.

12.3.2 Notwithstanding the foregoing, either party may assign this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a party to this Agreement. Any attempted assignment in violation of this clause will be void and without effect.

12.3.3 This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.

**11.4 Export**

Company will abide by all applicable US, Irish and United Kingdom export regulations and agrees to not export or re-export the Licensed Materials except as necessary to return them to DecaWave.

**11.5 Governing Law and Venue**

This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties consent to the exclusive jurisdiction of the English courts in all matters regarding it.

**11.6 No Waiver**

The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision.

**11.7 No Other Licenses**

Nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise a licence to any other DecaWave Programs, Materials or Equipment except the licenses and rights expressly granted hereunder.

**11.8 Headings**

The Headings or captions herein are merely for convenience and shall not in any way modify or affect the provisions of this Agreement.

**11.9 Counterparts**

This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement

**11.10 Authorization**

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties to this Agreement.

**11.11 Notice**

Any notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other address as the party may specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or, if sent by certified or registered mail, three (4) days after the date of mailing.

As to: DecaWave Ltd  
Attention: General Counsel

As to: Customer Name("Company")  
Attention: General Counsel

**11.12 Entire Agreement**

This Agreement and its attachments embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written express or implied other than those contained in this Agreement. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by each of the parties hereto. The printed terms and conditions of any purchase order form issued by Licensee shall not modify or be a part of this Agreement.

**11.13 No Other Relationship**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

**11.14 English Language**

This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

**11.15 Cumulative Obligations**

The effect of all obligations affecting the Company under this Agreement is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this Agreement an express limitation or modification.

**11.16 Schedules**

The provisions of Schedules 1–5 shall form part of this Agreement as if set out here

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement effective as of the date first written above: -

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## Non-Royalty Software License Agreement



For: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(authorized representative)

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For: DecaWave

By: \_\_\_\_\_

A handwritten signature in purple ink, appearing to read "Leo Theunissen".

\_\_\_\_\_  
(authorized representative)

Typed Name: Leo Theunissen

Title: CSM/CRM

Date: 28<sup>th</sup> March 2014

# Non-Royalty Software License Agreement



## 12 Schedule 1: Deliverables

The Deliverables under this Agreement are as follows:

No	Deliverable	Qty	Description
1	ARM Source Code	1	DecaWave DecaLoc ToF application including: -
2	Source Code Guide	1	Document(s) detailing the design, construction and operation of 1 above
3	API	1	API Guide to configure and Program the DW1000 UWB Transceiver

Table 1: Deliverables

## 13 Schedule 2: Fees

### 13.1 Support Fees

Item	Amount

Table 2: Support Fees

## 14 Schedule 3: Storage Media

The Deliverables in Schedule 1 ("Deliverables") will be provided on the following media: -

Item	Description
Media	Email

Table 3: Storage Media

## 15 Schedule 4: Delivery Date, Maintenance & Support

### 15.1 Delivery Date

The Delivery Date is as follows: -

Item	Date
Delivery Date	March2014

Table 4: Delivery Date

### 15.2 Maintenance

DecaWave may from time to time issue upgrades to and revisions of the Licensed Materials. Provided the Agreement has not been terminated as per Clause 10 above, such revisions will be notified to the Company and may be accessed if the Company so wishes.

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### **15.3 Support**

The Licensed Materials are provided AS IS. DecaWave will provide support to the Company to assist it in installing and understanding the Licensed Materials in the form supplied by DecaWave.

Should the Company wish to use the Licensed Materials in a way not supported by the Licensed Materials as delivered or with a processor not supported by the Licensed Materials as delivered DecaWave will be pleased to discuss support for such activity with Company