

BLUETOOTH TRADEMARK LICENSE AGREEMENT

This Bluetooth Trademark License Agreement (the "License") is made as of the date of acceptance by you as a member of Bluetooth SIG, Inc., a Delaware corporation ("Bluetooth SIG"), as evidenced by you entering into the Bluetooth SIG Membership Agreement by clicking the "I Accept" button at the bottom of the Bluetooth SIG Membership Application and Commitment Agreement.

Effective upon such date, Bluetooth SIG, having ownership of the Bluetooth Trademarks (as defined below) hereby grants you the following rights related to such Bluetooth Trademarks in consideration for your acceptance of the terms and conditions of the Bluetooth SIG Membership Agreement.

1 DEFINITIONS

- 1.1 "Affiliate" shall mean any entity that is directly or indirectly controlled by, under common control with or that controls a Member. For purposes of this definition "control" means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the Member, or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.
- 1.2 "Bluetooth Products" shall mean products that comply with the Bluetooth Specification(s) and/or Foundation Specification and have passed the Bluetooth Qualification Process, as specified by Bluetooth SIG.
- 1.3 "Bluetooth Qualification Process" shall mean the interoperability test created by Bluetooth SIG.
- 1.4 "Bluetooth Qualification Review Board" or "BQRB" shall mean the committee of the Board of Directors of Bluetooth SIG which develops, administers and executes the Bluetooth Qualification Process.
- 1.5 "Bluetooth Service" or "Bluetooth Services" shall mean services that comply with the Bluetooth Specification(s) and/or Foundation Specification whenever applicable and are designed for use in connection with Bluetooth Product(s).
- 1.6 "Bluetooth SIG" shall have the meaning specified in the introduction hereto.
- 1.7 "Bluetooth Specification" shall mean any specification adopted in accordance with Bluetooth SIG Bylaws and any error corrections to these specifications or the Foundation Specification.
- 1.8 "Bluetooth Trademark(s)" shall mean the trademarks specified in Attachment 1 hereto, which Attachment 1 may be amended as provided herein.
- 1.9 "Bylaws" shall mean the current corporate bylaws enacted by Bluetooth SIG, as amended.

- 1.10 “Compliant Portions” shall mean only those specific portions of products (hardware, software or combinations thereof) that: (i) implement and are compliant with the actual Bluetooth Specification, and/or Foundation Specification, whichever the case may be (ii) are qualified pursuant to the Bluetooth Qualification Process, (iii) are within the bounds of the Scope (as defined in the Bluetooth Patent/Copyright License Agreement) and (iv) meet the requirements set forth in the Bluetooth Qualification Process.
- 1.11 “Foundation Specification” shall mean the specification entitled “Bluetooth Version 1.0 Specification Foundation Core” or “Bluetooth Version 1.0 Specification Foundation Profiles” and published on July 26th, 1999 and the Errata Corrections in 1.0 B Specification thereto adopted December 1 1999.
- 1.12 “Internet” shall mean the computer network which permits the distribution of information (including without limitation, text, images and sound) to all or most countries of the world and which permits contemporaneous or near contemporaneous access to that information in those countries.
- 1.13 “Instructions” shall have meaning as defined in Section 3.1.
- 1.14 “Member” shall mean legal entity that has accepted the terms and conditions of the Membership Agreement and is either an Adopter Member, Associate Member, or Promoter Member as defined in the Bylaws.
- 1.15 “Material(s)” shall mean all material used in the supply and promotion of the Bluetooth Product(s) and/or Services (whether written or recorded in any other medium) and includes artwork, advertising materials (irrespective of the medium in which they are recorded), display materials, packaging materials, letterhead, business cards, invoices, price lists and other sales material, brochures, posters and internal and external signage.
- 1.16 “Membership Agreement” shall mean the membership agreement between Member and Bluetooth SIG read and accepted by Member.
- 1.17 “Third Parties” shall have the meaning as defined in Section 2.1.
- 1.18 “Trademark License” shall have the meaning as defined in Section 2.1.

2 LICENSE GRANT.

- 2.1 Scope. Subject to the Member complying with the terms and conditions of the Membership Agreement, this License and the Instructions, Bluetooth SIG hereby grants Member a worldwide, royalty-free, non-exclusive, nontransferable (with no right to sublicense), personal right to use the Bluetooth Trademark(s) in relation to production, manufacture, supply, promotion, marketing, sale, lease or other distribution and advertisement of Bluetooth Services and/or Bluetooth Products that include Compliant Portions (the “Trademark License”). Rights include the right to extend the Trademark License to allow third party or joint venture partners (“Third Parties”) to perform work on behalf of Member as long as in either case the parties are operating under Member's control and supervision.

- 2.2 Member acknowledges that Bluetooth SIG has any and all rights to the Bluetooth Trademark(s) and that except for the license rights expressly set forth in this License, Member shall have no interest or right to Bluetooth Trademark(s). Except as provided in Section 2.1, in no event shall anything in this License be construed as granting, expressly or by implication, estoppel or otherwise, a license to any of Bluetooth SIG's or any of its Members' technology or intellectual property rights.
- 2.3 In respect of Affiliates and Third Parties, the Member ensures that such Affiliates and Third Parties agree to be bound by the relevant terms of this License. The Member further acknowledges and agrees that any breach of the terms and conditions of this License by such Affiliate and/or Third Party shall constitute a breach of this License by the Member. Termination of this License shall be effective in respect of all such Affiliates, subcontractors and Third Parties and any license shall automatically terminate in respect of an Affiliate ceasing to be Affiliate.
- 2.4 The obligations and restrictions placed on Member and/or Bluetooth SIG hereunder shall remain in force and effect only so long as Bluetooth SIG maintains valid and subsisting rights in the Bluetooth Trademark(s).

3 IDENTIFICATION AND USE OF BLUETOOTH TRADEMARK(S).

- 3.1 Subject to Section 3.3, Member shall recognize the substantial goodwill in the Bluetooth Trademark(s) and shall comply with the Bluetooth SIG's instructions ("Instructions") attached hereto as Attachment 2, provided from time to time, regarding the use, appearance and placement of the Bluetooth Trademark(s).
- 3.2 The Member may use the Bluetooth Trademark(s) solely as expressly permitted in the Membership Agreement, this License and/or in the Instructions. Member shall not use the Bluetooth Trademark(s) in a fashion or manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Bluetooth Trademark(s). The Bluetooth Trademark(s) shall therefore not be used by a Member in connection with unlawful, obscene, pornographic, excessively violent, or excessively hazardous activities.
- 3.3 Notwithstanding any provision of this License, Member is not obligated to use any of the Bluetooth Trademark(s) on any product, advertising, or in any other manner. Member is not and shall not be obligated to refer to Bluetooth SIG or publicize Member's membership therein in connection with use of the Bluetooth Trademark(s), except for what is stated in the Instructions.
- 3.4 Member hereby agrees that it shall only use the Bluetooth Trademark(s) to label and promote products which include Compliant Portions.
- 3.5 The Member shall not use, adopt or register any trade name, corporate name, service mark, certification mark, or trademark likely to cause confusion with the Bluetooth Trademark(s) in accordance with applicable law.

- 3.6 The Member may not use or adopt any trademarks other than Bluetooth Trademark(s) in conjunction with Bluetooth Specification(s) and/or Foundation Specification, except with the unanimous approval of the Board of Directors of Bluetooth SIG.

4 INTERNET USAGE.

The Member may use, register or attempt to register, any domain name, user name or Uniform Resource Locator (URL) incorporating the Bluetooth Trademark(s) or any words or combinations of letters substantially similar to the Bluetooth Trademark(s) only as provided in the Instructions.

5 QUALITY AND INSPECTION OF BLUETOOTH TRADEMARK(S).

- 5.1 In order to be licensed hereunder, the Member shall ensure that its Bluetooth Products and Bluetooth Services identified by the Bluetooth Trademark(s) shall comply with the Bluetooth Qualification Process. For the purpose of clarification, the Member acknowledges and understands that compliance with the Bluetooth Qualification Process does not constitute a waiver of Member's other obligations in the Membership Agreement or this License.

- 5.2 The Member shall ensure that:

- a. Bluetooth Products and Bluetooth Services identified by the Bluetooth Trademark(s) at all times maintain a level of quality that meets or exceeds industry standards, and
- b. Bluetooth Services identified by the Bluetooth Trademark(s) are at all times designed for Bluetooth Product(s).

- 5.3 Bluetooth SIG or its agents shall have the right to inspect from time to time, as reasonably necessary, Member's commercially available Bluetooth Products and Bluetooth Services identified by the Bluetooth Trademark(s) to ensure compliance with this Section 5.

6 ADVERTISING AND PROMOTION.

The Member shall ensure that all Material (a) in which the Bluetooth Trademark(s) is incorporated or (b) in or upon which any Bluetooth Trademark(s) appear or are reproduced, is consistent with the Membership Agreement, this Agreement, the Bluetooth Specification and/or Foundation Specification and Instructions whenever applicable.

7 PRESERVATION OF BLUETOOTH TRADEMARK(S).

- 7.1 Member acknowledges that Bluetooth SIG is the owner of any and all Bluetooth Trademark(s). Subject to Section 2.4, Member agrees not to challenge the ownership, or the validity of any registrations of the Bluetooth Trademark(s).

- 7.2 Member shall not perform or participate in, or actively assist any other person to perform or participate in, any activities which:
- a. has or is likely to have an adverse effect on the goodwill in or value of the Bluetooth Trademark(s), or
 - b. prejudice the Bluetooth SIG's rights in the Bluetooth Trademark(s).
- 7.3 Member may not alter the Bluetooth Trademark(s) in any way without the prior written approval of Bluetooth SIG. Any additional trademark rights created through Member's use of the Bluetooth Trademark(s) shall be owned by Bluetooth SIG and included in the license grant herein.

8 OTHER COVENANTS OF MEMBER.

- 8.1 Without limitation of any other obligations under this License, the Member agrees that:
- 8.1.1 Member shall use the Bluetooth Trademark(s) only in relation to Bluetooth Products and Services, and shall use good faith efforts to avoid using the Bluetooth Trademark(s) in any manner likely to deceive or cause confusion in trade or jeopardize the exclusiveness or distinctiveness of the Bluetooth Trademark(s),
 - 8.1.2 Member is responsible for compliance with all relevant statutes, regulations and other binding provisions, affecting the Bluetooth Product(s) or Services for which noncompliance would expose Bluetooth SIG to a third party claim or governmental claim, without Bluetooth SIG's prior written consent, Member may not use the Bluetooth Trademark(s) in conjunction with any device, character, word, name, imagery, symbol or other feature so as to create a composite trademark,
 - 8.1.3 Member shall not engage in any conduct, or make any representation, which may suggest that Bluetooth SIG is the provider of the Bluetooth Product or Bluetooth Service, that the Member is for any purposes the agent of Bluetooth SIG, or that the Member promotes or supplies any of the Bluetooth Products or Bluetooth Services on behalf of the Bluetooth SIG, and
 - 8.1.4 Member shall not in any way incur any obligations on behalf of the Bluetooth SIG or make any representations or warranties on behalf of the Bluetooth SIG.
- 8.2 Member acknowledges and agrees that:
- 8.2.1 Bluetooth SIG is not responsible for ensuring compliance by the Member with Section 8.1.2 or any other Section of this License;

- 8.2.2 neither the license granted under this License nor any approval by Bluetooth SIG for or in relation to any Bluetooth Products, Bluetooth Services or Material constitutes in any way a representation:
- (i) as to the supply of the Bluetooth Products or Bluetooth Services,
 - (ii) as to the use of the Bluetooth Product of Bluetooth Services, or
 - (iii) that the advertising or promotion of Bluetooth Products or Bluetooth Services by reference to any device, character, word, name, imagery or symbol or other feature, complies with all relevant laws and does not infringe the rights of any third persons.
- 8.2.3 Disclaimer of Warranties. ALL WARRANTIES WHICH WOULD OTHERWISE BE IMPLIED INTO THIS LICENSE ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW AND THE MEMBER RELIES UPON ITS OWN INQUIRIES AND INVESTIGATIONS IN RELATION TO THE BLUETOOTH TRADEMARK(S) AND THIS LICENSE.

8.3 Indemnification

- 8.3.1 Subject to Section 8.3.2., the Member shall indemnify the Bluetooth SIG against all third party claims and liabilities which the Bluetooth SIG may incur, suffer or sustain to the extent based directly on Member's use of the Bluetooth Trademark(s) as a direct result of the production and supply of Member's Bluetooth Products and/or Bluetooth Services or the use of the Bluetooth Trademark(s) by Member, including without limitation claims based on product liability and incompatibility with the Bluetooth Specification(s) and/or Foundation Specification, provided however that Member is notified promptly in writing by Bluetooth SIG of the suit and that Member is given control of the suit and all requested reasonable assistance to defend the suit without cost to Bluetooth SIG.
- 8.3.2 Section 8.3.1 does not apply to the extent to which the liabilities result from an allegation that Member's use of Bluetooth Trademark(s) in accordance with the Membership Agreement or this License infringes the intellectual property rights of a third party.

- 8.4 Member shall provide Bluetooth SIG with any and all documents and information necessary for the registration, commencement and maintenance of the rights granted hereunder. Member agrees to pay Bluetooth SIG a reasonable fee to cover Bluetooth SIG's external costs and expenses of necessary registration of the Membership Agreement or this License. Bluetooth SIG is not responsible for ensuring compliance with any national or international requirements that may not be fulfilled by the documentation and information provided by Member.

9 COVENANTS OF BLUETOOTH SIG.

- 9.1 Bluetooth SIG shall use commercially reasonable efforts to register the Trademark License as reasonably necessary in the countries in which the Bluetooth Trademark(s) are registered or applied for registration.

- 9.2 In the event that the Member plans to use the Bluetooth Trademark(s) in countries that are not included in the list attached to this License (Attachment 3), then Member shall, prior to commencement of such use, give notice to the Bluetooth SIG of the planned usage and Bluetooth SIG shall use commercially reasonable efforts to register the Bluetooth Trademark(s) in such additional countries.
- 9.3 Member shall use good faith efforts to maintain the value of the Bluetooth Trademark(s).

10 RIGHTS OF BLUETOOTH SIG.

- 10.1 Except as provided in Sections 3.3 and 9.3, nothing in this License restricts in any way Bluetooth SIG's right to title, right to use or right to otherwise have the entire disposal of the Bluetooth Trademark(s).
- 10.2 Bluetooth SIG may amend Attachment 1 to add, delete or change any Bluetooth Trademark(s) so long as such addition, deletion or change has been approved by Bluetooth SIG in accordance with the provisions of its Bylaws. Bluetooth SIG shall make and distribute any corresponding changes to the Instructions.
- 10.3 Bluetooth SIG may require that Member cease using or limit its use of the Bluetooth Trademark(s) if:
- a. an allegation or claim is made by a third person that the use of a Bluetooth Trademark in accordance with this License infringes the rights of a third person and the Bluetooth SIG decides to cease using such Bluetooth Trademark; or
 - b. an allegation or claim is made by a third person that the use of a Bluetooth Trademark in accordance with this License is misleading or deceptive;
 - c. or the Member's use of a Bluetooth Trademark causes or is likely to cause irreparable damage of the goodwill, value or reputation associated with such Bluetooth Trademark or any business of the Bluetooth SIG other than for reasons of fair competition; or
 - d. Bluetooth SIG has deleted or changed any Bluetooth Trademark(s) in accordance with Section 10.2 above, provided that the Bluetooth SIG notifies the Member of the fact as set forth above in (a), (b) or (c) which notice shall contain particulars of such allegation, claim or use and give Member a reasonable amount of time to discontinue such use. The notice shall also set forth whether use by the Member should cease or be limited; and, in the case of limited use, shall set forth such limitations.

- 10.4 Upon receipt by the Member of a notice as defined in Section 10.3 and the expiration of a reasonable notice period, the Member shall cease or limit, as the case may be, using each notified Bluetooth Trademark(s) and shall not supply any Bluetooth Products or Bluetooth Services under, or by reference to a notified Bluetooth Trademark. In addition, such Member shall remove or obliterate each notified Bluetooth Trademark(s) from any Bluetooth Product, Bluetooth Service or Material in such Member's possession, or, if such removal or obliteration is not possible, destroy all Bluetooth Products and Materials in the Member's possession containing such notified Bluetooth Trademark(s). The notified Bluetooth Trademark(s) will be deemed to have been removed from Attachment 1 for purpose of any such Member receiving a notice to cease using such Bluetooth Trademark(s) and each such notified Bluetooth Trademark shall cease to be a Bluetooth Trademark for purposes of this License.

11 PROCEEDINGS AND PROTECTION OF RIGHTS.

- 11.1 Member shall notify Bluetooth SIG as soon as reasonably possible if it receives any written allegation that the Member's use of any Bluetooth Trademark infringes any third party rights.
- 11.2 Bluetooth SIG shall notify the Member as soon as reasonably possible if it receives any written allegation that the Member's use of any Bluetooth Trademark infringes any third party rights.
- 11.3 The Bluetooth SIG reserves the right to determine in its absolute discretion whether and what action will be taken to protect the Bluetooth Trademark(s) from infringement or to defend the rights of Bluetooth SIG to the Bluetooth Trademark(s).
- 11.4 Bluetooth SIG shall have absolute control over any litigation involving or affecting the Bluetooth Trademark(s), except that litigation or other proceeding that is subject to the indemnification by Member under 8.3.1, and Member may not initiate proceedings or infringements in respect of the Bluetooth Trademark(s), unless Bluetooth SIG upon Member's request has notified Member in writing that Bluetooth SIG will not initiate such proceedings. Each party shall bear its own costs arising out of the negotiation, preparation and execution of any litigation and the Bluetooth SIG is not responsible for any cost or damage incurred by the Member.
- 11.5 Member shall
- a. provide such reasonable assistance to Bluetooth SIG as it will require from time to time in protecting and defending the Bluetooth Trademark(s),
 - b. provide to Bluetooth SIG any evidence required by the Bluetooth SIG from time to time for use in any proceedings either in respect of any alleged infringement of the Bluetooth Trademark(s) or any challenge to or defense of the rights of the Bluetooth SIG to the Bluetooth Trademark(s),
 - c. provided that Bluetooth SIG shall reimburse the Member for the Member's reasonable costs and expenses of complying with this Section 11.5.

- 11.6 In the event that Bluetooth SIG chooses not to enforce its rights to Bluetooth Trademark(s), then Member may enforce and defend the Bluetooth Trademark(s) at its own expense and shall be entitled to all the damages and profits arising in respect of such litigation. Bluetooth SIG shall provide reasonable assistance to the Member as reasonably required in protecting and defending the Bluetooth Trademark(s), provided that the Member shall reimburse the Bluetooth SIG for the Bluetooth SIG's reasonable costs and expenses of such assistance.

12 CONFIDENTIALITY.

- 12.1 All confidential information in whatever form disclosed by one party to the other party shall be treated as confidential by the recipient and shall not be used or disclosed other than for the performance of its obligations under this License without the prior written consent of the other party.
- 12.2 Each party agrees to limit the disclosure of any confidential information to those of its employees and subcontractors or the employees/subcontractors of its own Affiliates as long as they have a need to know for the purpose of the License, provided that in each case, each party shall insure that the provisions of this Section 12 shall be respected by and enforced on these employees and/or subcontractors.
- 12.3 The provisions of this Section 12 shall survive any expiration or termination of the Membership Agreement and/or this License for a period of five years.

13 GENERAL.

- 13.1 Survival. Sections 8.3, 11, 12 and 13 and any other provisions that by necessary implication are intended to survive the termination of this License, shall survive any termination and expiration of this License.
- 13.2 No Other Licenses. Except for the rights expressly provided by this License and the Membership Agreement, no Member grants or receives, by implication, or estoppel, or otherwise, any rights under any trademarks or other intellectual property rights.
- 13.3 No Warranty. MEMBER ACKNOWLEDGES THAT THE BLUETOOTH TRADEMARK(S) ARE ALL PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

- 13.4 Limitation of Liability. IN NO EVENT WILL ANY PARTY HERETO OR ANY OTHER MEMBER OF BLUETOOTH SIG BE LIABLE TO ANY OTHER PARTY OR MEMBER OF BLUETOOTH SIG FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.5 Governing Law. This License shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles.
- 13.6 Jurisdiction. The parties agree that all disputes arising in any way out of this License shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of New York.
- 13.7 Notices. All notices hereunder shall be electronic or written and sent to the parties at such addresses as the Parties may specify by such notice to Bluetooth SIG. For purposes of this section, notice can include notice by written mail, electronic mail or by facsimile. Such notices shall be deemed served when received and acknowledged by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any party may give notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.
- 13.8 Not Partners. The parties hereto are independent companies and are not partners or joint venturers with each other.
- 13.9 Complete Agreement; No Waiver. Except for the Membership Agreement, the attachments thereto, and the Certificate of Incorporation and Bylaws of Bluetooth SIG, this License 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 License shall be binding unless accepted in writing by an authorized representative of all 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.
- 13.10 No Rule of Strict Construction. Regardless of which party may have drafted this License, no rule of strict construction shall be applied against any party. If any provision of this License is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this License, and the remainder of the License will continue in effect.

- 13.11 Compliance with Laws and Bylaws. Anything contained in this License to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.
- 13.12 Effectiveness of License. This License may be effective and enforceable against the parties immediately upon acceptance of the Membership Agreement.

Licensor

Bluetooth SIG, Inc.
5209 Lake Washington Blvd NE, Ste. 350
Kirkland, Washington 98033

Signed: _____

Name: Mark Powell

Title: Executive Director

Date: _____

Licensee

Signed: _____

Name: _____

Title: _____

Date: _____