



Low Power Connectivity Software Licensing Agreement

THIS LICENSING AGREEMENT REGULATES YOUR USE OF THE SOFTWARE PRODUCTS DESCRIBED HEREIN AND PROVIDED BY DIALOG SEMICONDUCTOR BV (“DIALOG”), A DUTCH COMPANY WITH REGISTERED ADDRESS AT HET ZUIDERKRUIS 53, 5215 MV S-HERTOGENBOSCH, THE NETHERLANDS.

IF YOU (INDIVIDUAL OR LEGAL ENTITY, ALSO REFERRED TO AS “LICENSEE” HEREIN) HAVE ALREADY SIGNED OR ASSENTED TO BE BOUND BY ANOTHER SOFTWARE LICENSING AGREEMENT WITH RESPECT TO THE SAME OR RELATED SUBJECT MATTER, THEN THIS AGREEMENT WILL REPLACE THAT AGREEMENT(S).

BY CLICKING “AGREE” TO THIS LICENSING AGREEMENT, YOU AGREE WITH THE ABOVE IN ADDITION TO ALL OTHER TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, OR NO LONGER AGREE, YOU ARE NOT PERMITTED TO USE THE SOFTWARE. IN SUCH CASE, WE KINDLY ASK YOU TO REMOVE THE SOFTWARE.

FOR ENQUIRIES ABOUT LICENSING, PLEASE CONTACT support.bluetooth@diasemi.com

Whereas:

- Dialog has certain rights, among which the rights to provide Licensee with the Low Power Connectivity Software products, including the Software Development Kit, Smartsnippets Studio and Production Line Tool (‘Dialog Software Tools’), Reference Designs and HomeKit™ source code, and source code for iOSTM and Android™ Applications;
- All the above software (whether taken singly or together), in addition to any modifications, updates, patches, and additional software provided by Dialog support shall be referred to as the “Licensed Software”, unless expressly referred to by name under this Agreement;
- All Licensed Software and components provided in source code form shall also be referred to as “Sample Source Code”. When the distinction between source code and object code is unnecessary, the term “Licensed Software” shall refer to all software in whatever form;
- This License Agreement (hereinafter: the “Agreement”) provides Licensee with the rights set forth in this Agreement to download and use within the terms of this Agreement, all the above software products, whether singly or together, during the term of this Agreement;
- Licensee wishes to use the Licensed Software to design, develop, manufacture, have manufactured, market, export and sell products that integrate the Licensed Software solely with Dialog’s Low Power Connectivity integrated circuits (hereinafter: “Dialog ICs” or “ICs”) or for use with a host device specifically enabled to communicate with a second device incorporating a Dialog IC (hereinafter “Authorized Host Device”), or for testing, calibrating and/or developing the Licensed Software for use with a Dialog IC or Authorized Host Device (hereinafter, the “Permitted Use”).

Now, therefore, it is agreed as follows: 1. License Grants and conditions

1.1 Software Development Kit

1.1.1 Subject to and conditioned on Licensee’s compliance with the terms and conditions of this Agreement, Dialog hereby grants to Licensee, under Dialog’s (and Dialog’s licensors’) intellectual property rights embodied in the Software Development Kit (‘SDK’), the following non-exclusive, non-transferable, revocable (in accordance with the provisions hereof),

royalty-free, fully paid-up, worldwide rights, without the right to sub-license (except as expressly permitted in this Agreement), and solely for the Permitted Use:

- a. to develop, at its own expense and risk, applications making use of the SDK and embedding the same into Dialog ICs;
- b. to modify the Sample Source Code related to the SDK to the extent necessary for customization of the applications, solely as limited by this Agreement and solely in relation to Dialog ICs;
- c. to manufacture or have manufactured Licensee's products incorporating the developed applications into Dialog ICs, and market, sell and distribute such applications as integrated into Dialog ICs, on a worldwide basis to the end user, directly or indirectly;
- d. Licensee may distribute the Sample Source Code related to the SDK, including any applications (whether modified or unmodified), as a standalone product to Licensee's customers or contractors (who shall not have the right to sublicense or further distribute the Sample Source Code), provided such distribution is solely in order to exercise Licensee's rights under this Agreement (such parties are hereinafter referred to as "Authorized Third Parties"). Licensee shall ensure (and shall conclude suitable agreements so that any Authorized Third Parties shall ensure) that access to the Sample Source Code shall only be provided to those within its organization on a "need to know" basis.

1.2 Dialog Software Tools

1.2.1 Subject to and conditioned on Licensee's compliance with the terms and conditions of this Agreement, Dialog hereby grants to Licensee, under Dialog's (and Dialog's licensors') intellectual property rights embodied in the Dialog Software Tools, the following non-exclusive, non-transferable, revocable (in accordance with the provisions hereof), royalty-free, fully paid-up, worldwide rights, without the right to sub-license (except as expressly permitted in this Agreement), and solely for the Permitted Use:

- a. to use the Dialog Software Tools for the purpose of internal testing, calibration, and application development, and to modify, improve and alter the same (where Sample Source Code is provided), solely in relation to Dialog ICs;
- b. to distribute the Sample Source Code related to the Dialog Software Tools (whether modified or unmodified), as a standalone product to Licensee's Authorized Third Parties, on the same terms as those set forth in section 1.1.1(d).

1.3 Reference Designs and HomeKit™ source code

1.3.1 Subject to and conditioned on Licensee's compliance with the terms and conditions of this Agreement, Dialog hereby grants to Licensee, under Dialog's (and Dialog's licensors') intellectual property rights embodied in the Reference Designs and HomeKit™ source code, the following non-exclusive, non-transferable, revocable (in accordance with the provisions hereof), royalty-free, fully paid-up, worldwide rights, without the right to sub-license (except as expressly permitted in this Agreement), and solely for the Permitted Use:

- a. to develop, at its own expense and risk, applications making use of the Reference Designs and HomeKit™ source code solely in relation to Dialog ICs and Authorized Host Devices;
- b. to modify the Sample Source Code related to the Reference Designs or HomeKit™ source code, to the extent necessary for customization of the applications, solely as limited by this Agreement and solely in relation to Dialog ICs and Authorized Host Devices;
- c. to manufacture or have manufactured Licensee's products incorporating the developed applications into Dialog ICs, and market, sell and distribute such applications as integrated into Dialog ICs or Authorized Host Devices, on a worldwide basis to the end user, directly or indirectly;

d. Licensee acknowledges and agrees that certain components of the Reference Designs and HomeKit™ source code may include third party software under an evaluation license, and that

Licensee may be required to procure a commercial license from third parties in order to use such components in a Licensee product;

e. In relation to HomeKit™ source code, Licensee agrees to comply with the MFi authorization procedure before being granted access rights to the HomeKit™ source code and Licensee furthermore agrees to only use the HomeKit™ source code for the limited purpose of developing products in accordance with the terms of a valid and in-effect MFi license;

f. Licensee may distribute the Sample Source Code related to the Reference Designs (whether modified or unmodified), as a standalone product to Licensee's Authorized Third Parties, on the same terms as those set forth in section 1.1.1(d). Licensee shall not be permitted to further distribute the HomeKit™ source code as a standalone product.

1.4. Source code for iOS™ and Android™ Applications

1.4.1 Subject to and conditioned on Licensee's compliance with the terms and conditions of this Agreement, Dialog hereby grants to Licensee, under Dialog's (and Dialog's licensors') intellectual property rights embodied in the iOS™ and Android™ Applications source code, the following non-exclusive, non-transferable, revocable (in accordance with the provisions hereof), royalty-free, fully paid-up, worldwide rights, without the right to sub-license (except as expressly permitted in this Agreement), and solely for the Permitted Use:

a. to develop, at its own expense and risk, applications making use of the Sample Source Code related to the iOS™ and Android™ Applications, and market, sell and distribute the developed applications for use in an Authorized Host Device, subject to any additions terms and conditions required by Apple® or Google® with respect to such applications;

b. to modify the Sample Source Code related to the iOS™ and Android™ Applications to the extent necessary for customization of the applications, solely as limited by this Agreement and solely in relation to use on an Authorized Host Device;

c. Licensee may distribute the Sample Source Code related to the iOS™ and Android™ Applications (whether modified or unmodified), as a standalone product to Licensee's Authorized Third Parties, on the same terms as those set forth in section 1.1.1(d).

1.5 Certain components accompanying the Licensed Software may include software, which Dialog has licensed or acquired from a third party (hereafter "Third Party Software"). Such Third Party Software may either be licensed under commercial terms or under open source terms and conditions. All Third Party Software components constitute separate deliveries and are licensed according to the terms of their respective licenses, which Dialog shall indicate in a licensing file delivered with the Licensed Software. All Third Party Software components are delivered "AS IS" with no warranties whatsoever. While Dialog seeks to provide complete and accurate licensing information with regard to each Third Party Software component, Dialog does not warrant or represent that the licensing information is complete or error-free.

1.6 Licensee shall maintain up-to-date internal records of all Authorized Third Parties under this Agreement, including, specifically, details of any Sample Source Code in the possession of the latter. Licensee acknowledges Dialog's right to have access to these records at any time and recognizes that the failure to keep such records or grant Dialog access thereto constitutes a material breach of this Agreement.

1.7 Licensee shall at all times remain responsible for the due and proper compliance with the provisions of this Agreement by each of its distributors, subsidiaries and affiliates and any Authorized Third Parties, and shall execute suitable agreements to that effect. Licensee remains fully liable to

Dialog for actual and direct damages incurred by Dialog in connection with any failure to comply therewith.

1.8 All rights not expressly granted to Licensee pursuant to this Agreement are reserved by Dialog. Other than the licenses expressly granted to Licensee in this Section 1 with respect to the Licensed Software, no additional right, license, authority or immunity of any kind is granted (or deemed assigned or granted) by Dialog to Licensee or any third party (whether by implied license, estoppel, exhaustion or otherwise, and whether under this Agreement, as a result of the activities related thereto or otherwise) under any of Dialog's patents, copyrights and other intellectual property

rights. Licensee acknowledges and agrees that Licensee has no such rights and shall not assert (or assist or permit any third party to assert) any position to the contrary.

1.9 Nothing in this Agreement shall be construed as granting Licensee the right to use the trademark 'Bluetooth' or any related trademarks. Such right must be sought separately by the Licensee from the Bluetooth Special Interest Group and/or other standards or industry bodies.

1.10 Licensee shall be responsible for purchasing Dialog ICs through Dialog's usual sales channels.

2. License Limitations

Licensee represents and warrants that it:

a. shall use the Licensed Software only as permitted by this Agreement;

b. shall not modify, translate, create derivative works of or reproduce the Licensed Software (or any portions thereof) except as expressly permitted by this Agreement;

c. shall not assign, sublicense, lease, rent, loan, transfer, disclose, distribute or otherwise make available the Licensed Software (or any portions thereof) to any third party except as permitted under this Agreement;

d. shall not reverse assemble, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or inventions or the algorithmic nature of the Licensed Software except for the supplied Sample Source Code;

e. shall not take any actions, including combining or distributing the Licensed Software with open source software, that would cause the Licensed Software 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 requiring that the Licensed Software combined or distributed with such open source software: (i) be disclosed or distributed in source code form; (ii) be licensed on terms inconsistent with the terms of this Agreement;

f. shall not remove or circumvent any technical protection mechanisms of the Licensed Software;

g. shall not distribute the Licensed Software as a standalone product not embedded or integrated in Dialog ICs or for use with Authorized Host Devices, except to Authorized Third Parties;

h. shall adopt (and shall ensure that any Authorized Third Party shall adopt) reasonable security measures to ensure that it does not disclose the Sample Source Code to any third party that is not an Authorized Third Party;

i. shall not attempt to modify, alter, replace or remove any aspect or functionalities of the Licensed Software not exposed by the provided Sample Source Code, or to use the Licensed Software in relation to the operation of weapons, weapons systems, nuclear installations, means of mass transportation, aviation, pollution control, and/or hazardous substances management; and

j. shall not use, sell for use or incorporate into modules for use the Licensed Software and Dialog ICs in any medical application (including anybody implantable device) or life support or safety equipment or any system or application in which the performance or failure of the Licensed Software and/or

Dialog ICs (either by themselves or in conjunction with other components) could result in personal injury or death (together the "Excluded Applications").

3. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE IS DELIVERED "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, CUSTOM OR USAGE IN TRADE. FOR THE SAKE OF CLARITY, DIALOG AND ITS AFFILIATES AND ITS AND THEIR SUPPLIERS DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS (A) REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE LICENSED SOFTWARE IN TERMS OF CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY OR OTHERWISE, AND (B) THAT THE LICENSED SOFTWARE HAS BEEN TESTED FOR COMPLIANCE WITH ANY REGULATORY OR INDUSTRY STANDARD, INCLUDING, WITHOUT LIMITATION, ANY SUCH STANDARDS PROMULGATED BY THE FCC OR OTHER LIKE AGENCIES. THE LICENSED SOFTWARE AND DIALOG ICS ARE NOT DESIGNED, INTENDED OR AUTHORIZED FOR USE IN ANY EXCLUDED APPLICATIONS.

4. Proprietary Rights

4.1 The Licensed Software (and all intellectual property rights therein) is and shall remain the sole and exclusive property of Dialog and/or its licensors, whether the Licensed Software is separate or combined with any other products.

4.2 Dialog's and/or its licensors' rights under this section include, but are not limited to, (i) all copies of the Licensed Software, in whole and in part, (ii) all intellectual property rights in the Licensed Software and in all modifications, improvements, enhancements or derivative works based upon the Licensed Software as developed by Dialog or its contractors (or based on any Licensee feedback) (the "Modifications"). Subject to the foregoing paragraph and Dialog's rights in and to the Licensed Software and any Modifications, Licensee shall own all right, title and interest in and to any derivative works. Licensee hereby grants and conveys to Dialog a fully paid-up, royalty-free, worldwide, nonexclusive, sub-licensable, irrevocable, perpetual license under any intellectual property rights owned, controlled or licensable by Licensee, in and relating to the derivative works, to make, have made, use, purchase, sell, offer for sale, lease, import, export, or otherwise distribute or dispose of Dialog products (including components thereof) and services, and to practice and have practiced any method in connection therewith, by or for Dialog. In addition, Licensee, on behalf of itself and its related entities, and their successors in interest or permitted assigns, covenants not to assert any claims for infringement of its intellectual property rights in and to the derivative works, directly or indirectly, against any other Licensee of the Licensed Software or their customers, with respect to the manufacture, use, purchase, sale, offer for sale, license, lease, import, export, or other distribution or disposition of such other Licensee's own products.

4.3 Licensee shall not delete or in any manner obscure or alter trademark, copyright or other intellectual property rights notices of Dialog and/or of its licensors appearing on the Licensed Software as delivered to Licensee, and Licensee shall reproduce all such marks and intellectual property rights notices on all copies of the Licensed Software made by or for Licensee.

4.4 Licensee acknowledges and agrees that Dialog shall not be restricted from selling, licensing, modifying or otherwise distributing the Licensed Software to any third party.

4.5 Licensee shall not assert any intellectual property rights in or relating to the Licensed Software or Modifications and/or parts thereof against Dialog or its affiliates or its or their respective licensors, direct and indirect licensees, suppliers, manufacturers, distributors, contractors, customers or end users (all including their affiliates). Should Licensee or any of its affiliates bring a claim against Dialog or any of the protected persons described above for infringement or misappropriation of any intellectual property rights in the Licensed Software or Modifications and/or parts thereof, Dialog shall

be entitled to terminate all licenses granted hereunder with immediate effect upon notice to Licensee, and all the licenses granted up to the date of such notice shall cease to have any effect.

4.6 Dialog and its affiliates shall have an unlimited, perpetual, non-exclusive, worldwide, transferable and sub-licensable right to use and employ in its development, commercialization and any exploitation of the Licensed Software and any other products and services all comments, bug reports, suggestions, ideas and other feedback that Licensee may provide to Dialog or its affiliates concerning the Licensed Software or Modifications.

5. Support and Updates

5.1 The scope of any regular support to be provided by Dialog in connection with the Licensed Software, such as implementation guidance and troubleshooting, shall be separately agreed between the parties.

5.2 At its discretion, Dialog may provide Licensee with upgrades, updates, patches, bug fixes or additional supporting software and example source code (whether made available on the software portal or by Customer Support or FAE deliveries), to the Licensed Software during the term of this Agreement (and all such software shall become subject to the same terms and conditions as the Licensed Software under this Agreement, unless otherwise advised by Dialog). However, Dialog is under no obligation to provide any support or maintenance for the Licensed Software and the Licensed Software is provided to Licensee with no obligation whatsoever on the part of Dialog to fix bugs, notify Licensee of known bugs now or in the future, update the Licensed Software or port the Licensed Software to any other operating system, device or hardware.

6. Infringement and Indemnification

6.1 Licensee shall use its reasonable efforts to protect Dialog's and/or its licensors' intellectual property in the Licensed Software and shall report promptly to Dialog any actual or suspected infringement of such rights of which it becomes aware. Licensee shall be liable for the actions and omissions of its contractors, employees and agents, and manufacturers of its end-products, including any Authorized Third Parties (collectively, the "Representatives"), with respect to any use of the Licensed Software, or any use of Dialog's Confidential Information, that is not authorized by the terms of this Agreement.

6.2 Dialog reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement and misappropriation of its or its licensors' intellectual property rights. To this end, Licensee agrees to furnish for free all reasonable assistance in the above.

6.3 NOTWITHSTANDING ANY CONTRARY PROVISIONS OF THIS AGREEMENT, OR OF ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO, DIALOG PROVIDES (A) NO INDEMNIFICATION FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS AND/OR ANY CLAIMS OF MISAPPROPRIATION OF THIRD PARTY CONFIDENTIAL INFORMATION, AND (B) NO INDEMNIFICATION WITH RESPECT TO THIRD PARTY INTELLECTUAL PROPERTY RIGHTS FOR WHICH LICENSES ARE AVAILABLE FROM STANDARD-SETTING ORGANIZATIONS, OR WHICH ARE AVAILABLE AS A RESULT OF AN UNDERTAKING TO A STANDARD-SETTING ORGANIZATION.

6.4 WITHOUT LIMITING THE GENERALITY OF SECTION 6.3, LICENSEE ACKNOWLEDGES THAT IMPLEMENTATION OR UTILIZATION OF THE LICENSED SOFTWARE (INCLUDING IMPORT, EXPORT, SALES, MANUFACTURE, DISTRIBUTION OR OTHER DISPOSAL OF LICENSEE'S END PRODUCT), WHETHER OR NOT UNDERTAKEN TO COMPLY WITH INDUSTRY SPECIFICATIONS OR STANDARDS, MAY REQUIRE LICENSEE TO OBTAIN LICENSES OR CERTIFICATES FROM THIRD PARTIES OR GOVERNMENT AGENCIES. LICENSEE AGREES AND ACKNOWLEDGES THAT IT ALONE SHALL BE RESPONSIBLE FOR DETERMINING WHETHER ITS UTILIZATION OF THE LICENSED SOFTWARE REQUIRES ANY SUCH LICENSES OR CERTIFICATES AND FOR OBTAINING THEM.

6.5 LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS DIALOG AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, CUSTOMERS, LICENSORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS (EACH AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES INCURRED BY THE INDEMNIFIED PARTY (INCLUDING, BUT NOT LIMITED TO, COSTS OF DEFENCE, INVESTIGATION AND REASONABLE ATTORNEY'S FEES) ARISING OUT OF, RESULTING FROM OR RELATED TO ANY BREACH BY LICENSEE OR ITS REPRESENTATIVES OF (A) THE LICENSES GRANTED HEREUNDER, (B) ANY WARRANTY OF LICENSEE HEREUNDER, AND (C) ANY OTHER MATERIAL PROVISION OF THIS AGREEMENT.

7. Term and Termination

7.1 This Agreement shall be effective from the Effective Date and shall remain in force until terminated in accordance with the provisions hereof.

7.2 Dialog may terminate this Agreement with immediate effect upon written notice to Licensee, with no liability to Licensee, if (a) Licensee breaches any term of this Agreement, or (b) Licensee is acquired or merged, or undergoes a change of control (and Licensee agrees to notify Dialog of any such transaction), (c) the partner with whom Dialog offered certain parts of the Licensed Software to Licensee has terminated its relationship with Dialog or ceased to offer certain parts of the Licensed Software. Both parties shall also have the right to terminate this Agreement for convenience for no reason or any reason whatsoever, upon providing the other party with sixty (60) days' written notice of its intention to do so.

7.3 Upon termination of this Agreement, Licensee agrees to return to Dialog all copies of the Licensed Software, or at Dialog's request, destroy all copies of the Licensed Software. If Dialog so requests, Licensee agrees to have an executive of Licensee provide Dialog with a letter stating that all copies of the Licensed Software have been returned or destroyed.

7.4 Notwithstanding Section 7.2, upon the termination of this Agreement, Licensee and its customers shall be entitled to retain the binary object code form of the Licensed Software if and only if: (a) it is embedded in or integrated with a Dialog IC; and (b) it has been sold to such customer. Licensee shall not have the right to sell or otherwise transfer any products containing the Licensed Software subsequent to the termination hereof, except for those products already in stock before the date of termination. The sole exception to Licensee's right above is where Dialog has advised Licensee of an issued injunction against such distribution, in which case all distribution rights shall cease upon termination.

7.5 Sections 1 (except sections 1.1-1.4), 2, 3, 4, 6, 7, 8, 9 and 10 shall survive any expiry or termination of this Agreement.

8. Confidentiality

This section shall apply in addition to the terms of any non-disclosure agreement in place between the Parties. All Dialog information of a confidential nature, including but not limited to, know-how, notes, data sheets, customer lists, extracts, analyses, software (whether in source or object code) and materials marked "confidential" or other similar mark shall be considered "Confidential Information" under this Agreement.

Licensee shall protect the Confidential Information by using at least the same degree of care, but no less than a commercially reasonable degree of care and security, to prevent the unauthorized use, dissemination or publication of Confidential Information as Licensee uses to protect its own confidential information of a like nature. At a minimum, Licensee shall limit disclosure of Confidential Information to those of its employees, contractors, agents, representatives, Authorized Third Parties and professional advisors who: (a) have a need to know such information for the purposes of this Agreement; and (b) have agreed in writing to be bound by non-disclosure terms at least as comprehensive as those set forth herein (and for whose failure to comply herewith Licensee shall be held vicariously liable, as if such failure was a failure of Licensee).

On termination or expiry of this Agreement, Licensee agrees to either destroy or return such Confidential Information, at the option of Dialog. In case Dialog elects neither of the above options, the confidentiality obligations contained herein shall survive any expiry or termination of this Agreement and shall survive in perpetuity, or until such time as the Confidential Information is made public (by no fault of Licensee or Authorized Third Parties).

9. Limitation of Liability

IN NO EVENT SHALL DIALOG OR ANY OF ITS AFFILIATES OR ITS OR THEIR LICENSORS OR SUPPLIERS BE LIABLE, IN THE AGGREGATE, FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE IN EXCESS OF THE GREATER OF ONE HUNDRED UNITED STATES DOLLARS (US\$100) AND THE MINIMUM AMOUNT PERMITTED BY LAW, EVEN IF DIALOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, DAMAGES OR LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND REGARDLESS OF THE CAUSE IN LAW, DIALOG SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM INTERRUPTED OPERATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CAPITAL AND/OR LOSS OF INFORMATION AND DATA INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHER THEORY OF LIABILITY.

10. General

10.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without reference to conflict of laws principles.

10.2 Any dispute or claim arising out of or relating to this Agreement (including any matters regarding its existence, scope, validity, breach or termination, or any non-contractual obligations arising out of or related to it) that is not able to be resolved through negotiations shall be submitted to arbitration in London, England, administered by the International Chamber of Commerce under its Rules of Arbitration. There shall be one arbitrator and the language of the arbitration shall be English. The award shall be in writing, state the reasons for the award and be final and binding. Judgment on the award may be enforced in any court of competent jurisdiction. To the extent permitted by law, the parties shall preserve the confidentiality of all aspects of the arbitration and dispute. The arbitration shall be the sole and exclusive forum for the final resolution of any such dispute or claim. Notwithstanding the foregoing, Dialog may seek interim or injunctive relief in any court of competent jurisdiction to protect its intellectual property rights.

10.3 Dialog may assign this Agreement or any of its rights under this Agreement, in whole or in part, to another person or entity. Licensee may not assign, sublicense or transfer this Agreement or any of Licensee's rights hereunder to any third party, without Dialog's express prior written consent, which may be withheld in Dialog's sole discretion. This Agreement shall be binding upon Licensee and Licensee's heirs, executors, administrators, successors and permitted assigns, and shall inure to the benefit of all successors and assigns of Dialog.

10.4 Licensee shall comply with all applicable laws regarding use of the Licensed Software (including, without limitation, all US, UK and international export laws).

10.5 This Agreement and the accompanying licensing file (describing the licensing terms and conditions of Third Party Software) and any Mutual NDA in place between the parties, constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes and replaces all prior or contemporaneous correspondence, negotiations, agreements and understandings between Licensee and Dialog, and any representations and warranties, both oral and written. Notwithstanding the foregoing, if Licensee has entered into a separate non-disclosure agreement with Dialog with respect to the confidentiality of the Licensed Software, then that agreement shall continue to apply with respect to that subject matter to the extent that it is more

protective of the confidentiality of the Licensed Software than this Agreement. Any omission to exercise, or delay in exercising, any right, power or remedy provided by law or under this Agreement shall not constitute a waiver thereof. All waivers must be in writing and be signed by an authorized signatory of the party waiving its rights. All modifications to this Agreement must be in writing and be signed by authorized signatories of both parties.

10.6 Licensee acknowledges and agrees that the terms of this Agreement may be updated, modified or changed at any time (and that such update, modification or change shall be binding on Licensee), on condition that Dialog first provide Licensee with reasonable notice of the same.

Version 5, 24 March 2017