

Texas Instruments Incorporated Z-Stack™ Software License Agreement

IMPORTANT - PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT. AFTER YOU READ THIS LICENSE AGREEMENT, YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. DO NOT CLICK "I HAVE READ AND AGREE" UNLESS: (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO THE TERMS OF THIS LICENSE AGREEMENT ON BEHALF OF YOURSELF AND YOUR COMPANY; AND (2) YOU INTEND TO ENTER INTO AND TO BE BOUND BY THE TERMS OF THIS LEGALLY BINDING AGREEMENT ON BEHALF OF YOURSELF AND YOUR COMPANY.

Important - Read carefully: This Agreement ("Agreement") is a legal agreement between you (both you, individually and your company entity) and Texas Instruments Low Power Wireless San Diego Incorporated ("TI"). The "Licensed Materials" subject to this Agreement consist of the **TI Z-Stack software** including without limitation, object code libraries, limited source code libraries and any accompanying written materials delivered or made available by TI to you. **The Licensed Materials are for use solely and exclusively with radio frequency devices manufactured by or for TI or its affiliates having a TI part number beginning with the first two characters "CC" ("TI Devices"). By downloading, installing, copying or otherwise using the Licensed Materials you agree to abide by all of the terms of this Agreement.** This Agreement is displayed for you to read prior to using the Licensed Materials. If you choose not to accept, or do not agree with all of the provisions of this Agreement, do not download, install or use the Licensed Materials but, instead delete them and, if applicable, send your request for a full refund of any fees you paid for the Licensed Materials to: Texas Instruments Incorporated, 12500 TI Boulevard, M/S 8701, Dallas, Texas 75243, Attention: Manager, Low Power Wireless Business.

1. **LIMITED LICENSE GRANT AND USE RESTRICTIONS.**

1.1. **Development License.** Subject to the terms of this Agreement, TI hereby grants to you for the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, license to access, use internally and reproduce the Licensed Materials and create Licensed Material Revisions (as defined below) solely in connection with the development, testing, evaluation or generation of your products that will (i) execute on TI Devices, or (ii) incorporate Licensed Materials and Licensed Material Revisions that will execute solely and exclusively in conjunction with TI Devices. You acknowledge and agree that use of the Licensed Materials, Licensed Material Revisions, or any portion thereof, with radio frequency devices manufactured by or for an entity other than TI or with any TI radio frequency device other than a TI Device (as defined above), is a material breach of this Agreement.

1.2. **Limited Distribution License.** Subject to the terms of this Agreement, TI hereby grants to you for the term of this Agreement, a limited, non-exclusive, non-transferable, non-sub-licensable, license to copy and distribute the Licensed Materials, including portions thereof and any Licensed Material Revisions (as defined in Section 1.3 below), provided that in each instance the Licensed Materials and Licensed Material Revisions, are distributed solely and exclusively in an executable format embedded in your products and such embedded Licensed Material and Licensed Material Revisions shall execute solely and exclusively in conjunction with TI Devices and not with radio frequency devices manufactured by or for an entity other than TI. Notwithstanding the foregoing, you may not modify or further distribute or transfer any documentation contained in or provided by TI with the Licensed Materials.

1.3. **Licensed Material Revisions and Limited License to TI.** The Licensed Materials may include libraries and applications software in source code form ("Source Code Components"). In connection with the licenses granted in Sections 1.1 and 1.2 above, you may use the Source Code Components of the Licensed Materials to create Licensed Material Revisions. All Licensed Material Revisions are subject to the terms of this Agreement, including but not limited to the licenses and restrictions set forth in Sections 1.1 and 1.2 above and Section 1.5 below. For purposes of this Agreement, "Licensed Material Revisions" means any modifications of, revisions or improvements to, or derivative works of any Source Code Components, made, conceived or reduced to practice by you, including without limitation bug fixes. You have no obligation to create Licensed Material Revisions nor to disclose such Licensed Material Revisions to TI. You acknowledge that by making Licensed Material Revisions, the underlying Licensed Materials may not be compatible with any future versions of the Licensed Materials that TI might offer (in TI's sole discretion), and you agree to assume such risk. Continuing for the term of this Agreement, you hereby grant

to TI and its affiliates a limited non-transferable, non-exclusive, worldwide, fully paid-up, royalty-free license (with the right to sublicense) to make, use, sell, offer to sell, import, export and otherwise distribute such Licensed Materials under any of your patents that, if not authorized, would be directly or indirectly infringed by the manufacture, use, sale, offer to sell or other distribution of the Licensed Materials.

1.4 **Sublicenses Subject to TI Approval.** With the prior written consent of TI you may sublicense the header (*i.e.*, the “.h”) file portion of the Source Code Components to your customers under terms that are no less restrictive than those contained herein and provided that your customers' use of such files is solely for the purpose of integrating their products with your products that shall execute solely and exclusively in conjunction with TI Devices. If you are a design house, you may, subject to the prior written consent of TI, sublicense the Licensed Materials and Licensed Material Revisions to your customers, provided that your customers' use of the Licensed Materials and Licensed Material Revisions is solely for the purpose of integrating their products with your products executing solely and exclusively in conjunction with TI Devices. If you are interested in obtaining the above sublicense rights, please contact TI at the address set forth above. TI has the right to grant or deny such sublicenses in its sole and absolute discretion. Any sublicense of the Licensed Materials or Licensed Material Revisions without TI's prior written consent shall be null and void and shall constitute a material breach of this Agreement.

1.5 **Restrictions.** Except as specifically set forth in Sections 1.1, 1.2, 1.3 and 1.4 above, you may not disclose or distribute the Licensed Materials or Licensed Material Revisions to any third party. You agree to provide reasonable security precautions to prevent unauthorized access to or use of the Licensed Materials and Licensed Material Revisions as proscribed herein. You agree that use of and access to the Licensed Materials and Licensed Material Revisions will be strictly limited to those of your employees and subcontractors necessary for performance of development, verification and production tasks under this Agreement. Such employees and subcontractors shall comply with the obligations concerning use and non-disclosure of the Licensed Materials and Licensed Material Revisions.

1.6 **Open Source Software Restriction.** Unless expressly permitted elsewhere in this license, you may not combine or distribute the Licensed Materials or Licensed Material Revisions with Open Source Software (as defined below) or with software developed using Open Source Software (*e.g.*, tools) in a manner that subjects the Licensed Materials or any portion thereof to any license obligations of such Open Source Software. "Open Source Software" means any software licensed under terms requiring that other software combined or distributed with such software: (i) be disclosed or distributed in source code form; (ii) be licensed on terms inconsistent with the terms of this Agreement.

1.7 **Term and Termination.** This Agreement is effective until terminated. You may terminate this Agreement at any time by written notice to TI. Without prejudice to any other rights, if you fail to comply with the terms of the Agreement, this license shall immediately terminate, without the need for TI to provide notice. Upon expiration or termination, you will immediately cease all use of the Licensed Materials and Licensed Material Revisions and destroy any and all copies of the Licensed Materials, Licensed Material Revisions and any extracts thereof in your possession, custody or control.

1.8 **No Other Rights.** Notwithstanding any other provision in this Agreement, any license to the Licensed Materials specifically does not include the granting to you of any license or right to use any TI trademarks. EXCEPT AS PROVIDED HEREIN, NO OTHER RIGHTS, EXPRESS OR IMPLIED, BY ESTOPPEL OR OTHERWISE, TO ANY OTHER TI INTELLECTUAL PROPERTY RIGHTS IS GRANTED HEREIN, AND TI RESERVES ALL RIGHTS NOT SPECIFICALLY GRANTED UNDER THIS AGREEMENT.

2. **OWNERSHIP AND COVENANT NOT TO SUE.** The Licensed Materials are licensed, not sold, to you and can only be used according to the terms of this Agreement. TI and its licensors' own and shall continue to own all right, title, and interest in and to the Licensed Materials, including all copies thereof. If you provide to TI any ideas, feedback, suggestions or recommendations regarding the Licensed Materials (including without limitation bug fix feedback) (together, the “Feedback”), you acknowledge and agree that all such Feedback is provided by you on a non-proprietary and non-confidential basis and you grant to TI a perpetual, non-exclusive, worldwide, fully paid-up, irrevocable license, with the right to sublicense through multiple levels of sub licensees, to incorporate, disclose and use without limitation the Feedback in the Licensed Materials and any future versions of the Licensed Materials or for any other purpose. All inventions, modifications and improvements to the Licensed Materials conceived of or made by TI that are based, either in whole or in part, on Licensee's Feedback are the exclusive property of TI, and all right, title and interest will vest solely in TI. Notwithstanding TI's ownership of the Licensed Materials, and subject to

all license rights and restrictions set forth herein that relate to the Licensed Material Revisions, you shall own any Licensed Material Revisions. As consideration for such ownership right, you covenant not to sue or otherwise assert any patents issuing from a patent application that discloses and claims an invention conceived of by you (or at your direction) that is derived by you from your access to the Licensed Materials, which shall include, without limitation, any patents that read on the Licensed Material Revisions ("Derived Patents") against TI or TI's affiliates or their licensees of the Licensed Materials. In the event you assign a Derived Patent, you shall require as a condition of any such assignment that the assignee agree to be bound by the provisions in this Section 2 with respect to such Derived Patent. Any attempted assignment or transfer in violation of this Section 2 shall be null and void.

3. **INTELLECTUAL PROPERTY RIGHTS.** You acknowledge and agree that the Licensed Materials contain copyrighted material, trade secrets and other proprietary information of TI and its licensors and are protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws. To protect TI's and its licensors' rights, with respect to any Licensed Materials that are provided in an object code only format, you agree not to "unlock", decompile, reverse engineer, disassemble or otherwise translate any such object code portions of the Licensed Materials to a human-perceivable form, and you agree not to permit any person or entity to do so. You shall not remove, alter, cover, or obscure any confidentiality, trade secret, proprietary, or copyright notices, trademarks, proprietary, patent, or other identifying marks or designs from any component of the Licensed Materials, and you shall reproduce and include in all copies of the Licensed Materials the copyright notice(s) and proprietary legend(s) of TI and its licensors as they appear in the Licensed Materials.

4. **CONFIDENTIALITY.** You agree that you will not disclose to any other person, firm, or corporation, or use except as permitted by this Agreement, the Licensed Materials, Licensed Material Revisions and any other confidential information received from TI under this Agreement whether marked or unmarked. You agree to employ reasonable security precautions to maintain such trade secrets and confidential information in strict confidence. You agree to obtain executed confidentiality agreements with your employees and subcontractors having access to the Licensed Materials and to diligently take steps to enforce such agreements in this respect. TI may disclose your contact information to TI's applicable licensors. You acknowledge that TI does not wish to receive any confidential information from you, and you agree that you will not provide TI with any information you do not wish released to third parties without your prior consent.

5. **DISCLAIMER OF WARRANTIES.** THE LICENSED MATERIALS ARE FURNISHED "AS-IS", AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TI MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS. TI DOES NOT WARRANT THAT THE LICENSED MATERIALS ARE FREE FROM BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS. YOU AGREE TO USE YOUR INDEPENDENT JUDGMENT IN DEVELOPING YOUR PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT TI IS UNDER NO OBLIGATION TO INSTALL, MAINTAIN OR SUPPORT THE LICENSED MATERIALS, OR PROVIDE UPGRADES OR NEW RELEASES THEREOF, OR TO ASSIST YOU IN YOUR DEVELOPMENT, USE OR DISTRIBUTION OF THE LICENSED MATERIALS. HOWEVER, SHOULD TI PROVIDE ANY ASSISTANCE TI MAKES NO WARRANTIES WITH RESPECT TO ANY SUCH ASSISTANCE. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LICENSED MATERIALS AND ANY SYSTEMS OR PRODUCTS YOU DESIGN USING THE LICENSED MATERIALS. TI MAKES NO WARRANTY OR REPRESENTATION TO MAINTAIN PRODUCTION OF ANY SEMICONDUCTOR DEVICE OR OTHER HARDWARE OR SOFTWARE WITH WHICH THE LICENSED MATERIALS MAY BE USED.

6. **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TI, OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES OR ANY APPLICABLE LICENSOR (TOGETHER THE "REPRESENTATIVES"), BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR

LOST PROFITS, SAVINGS OR REVENUES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, THE LICENSED MATERIALS, THE LICENSED MATERIAL REVISIONS OR TI'S USE OF THE FEEDBACK EVEN IF TI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED USD \$500.00 OR THE FEES PAID TO TI BY YOU FOR THE LICENSED MATERIALS UNDER THIS AGREEMENT. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TI AND YOU.

7. **INDEMNIFICATION AND DISCLAIMER.** For any type of claim arising from or related to (i) your use of the Licensed Materials, Licensed Material Revisions, or any portion thereof, or (ii) your violation of the terms and conditions of this Agreement, or (iii) modifications to the Licensed Materials made by TI to the extent based upon your Feedback, you will indemnify and hold TI and its Representatives harmless against any damages, liabilities and costs finally awarded against TI or its Representatives or agreed to by you as settlement or compromise, and you will defend any such claim, suit or proceeding brought against TI or its Representatives. YOU ACKNOWLEDGE AND AGREE THAT TI SHALL NOT BE LIABLE FOR AND SHALL NOT DEFEND OR INDEMNIFY YOU AGAINST ANY THIRD PARTY INFRINGEMENT CLAIM THAT RELATES TO OR IS BASED ON YOUR USE, MANUFACTURE OR DISTRIBUTION OF THE LICENSED MATERIALS OR DERIVATIVE THEREOF, OR YOUR MANUFACTURE, USE, SALE, OFFER FOR SALE, IMPORTATION OR DISTRIBUTION OF ANY PRODUCT THAT INCLUDES OR INCORPORATES THE LICENSED MATERIALS, OR ANY DERIVATIVE THEREOF.

8. **EXPORT CONTROL.**

8.1 For purposes of compliance with applicable export control laws and regulations, you hereby represent to TI that the Licensed Materials or other TI confidential information will be used only for short range wirelessly networked monitoring and control applications implementing the ZigBee Alliance IEEE 802.15.4 industry standard which is/are the specific application(s) permitted under this Agreement. You further agree that if the specific application(s) identified herein should change, you shall immediately notify TI and provide specific details regarding the new application(s). Without limiting the generality of the foregoing, you specifically agree that you shall not transfer or release products, technology, software or software source code of TI or its affiliates to, or for use by, military end users or for use in military, missile, nuclear, biological or chemical weapons end uses.

8.2 You understand and acknowledge that products, technology (regardless of the form in which it is provided), software or software source code, received from TI or any of its affiliates under this Agreement may be under export control of the United States or other countries. You shall comply with United States and other applicable non-U.S. laws and regulations governing the export, reexport and release of any products, technology, software or software source code received under this Agreement from TI or its affiliates. You shall not undertake on TI's behalf any action which is prohibited by the U.S. Export Administration Regulations (EAR). You hereby agree that unless prior authorization is obtained from the U.S. Department of Commerce, neither you nor your subsidiaries or affiliates shall knowingly export, reexport, or release, directly or indirectly, any technology, software, or software source code received from TI or any of its affiliated companies, or export, directly or indirectly, any direct product of such technology, software, or software source code, to any destination or country to which the export, reexport or release of the technology, software, software source code, or direct product is prohibited by the EAR.

8.3 Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations to disclose information under this Agreement. If government approvals cannot be obtained, TI may terminate, cancel or otherwise would be excused from performing any obligations it may have under this Agreement.

9. **WAIVER.** Failure of TI to enforce any terms of this Agreement shall not be deemed or considered a waiver of future enforcement of that or any other term in this Agreement. You agree that no term of this Agreement may be considered waived and no breach excused by TI unless made in writing by TI. No consent, waiver, or excuse by TI, express or implied, constitutes a subsequent consent, waiver or excuse.

10. **GOVERNING LAW; SEVERABILITY.** The validity, performance and construction of this Agreement shall be governed by the laws of the State of Texas without reference to that state's conflict-of-laws

principles. If a court of competent jurisdiction finds any provision of the Agreement to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of the Agreement will continue in full force and effect. The parties agree that exclusive jurisdiction for any dispute arising out of or relating to this Agreement lies within courts located in the State of Texas.

11. **SURVIVAL** Rights and obligations under this Agreement which by their nature should survive, including but not limited to Paragraphs 2, 3, 4, 5, 6, 7, 8, 10, 11 and 14, will remain in effect after termination or expiration of this Agreement.

12. **COMMERCIAL SOFTWARE.** The Licensed Materials are a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). All U.S. Government licensees and end users acquire the Licensed Materials with only those rights set forth herein.

13. **HIGH RISK ACTIVITIES.** You acknowledge that the Licensed Materials are not fault tolerant and are not designed, manufactured or intended for incorporation into products intended for use or resale in on-line control equipment in hazardous, dangerous to life or potentially life-threatening or life-saving/sustaining environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of products could lead directly to death, personal injury or severe physical or environmental damage ("High Risk Activities"). You specifically represent and warrant that you will not use the Licensed Materials or Revised Licensed Materials for High Risk Activities.

14. **ENTIRE AGREEMENT; AMENDMENTS; ASSIGNMENT.** This document constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties or its representatives. This Agreement shall be modified only by a written instrument signed by a duly authorized representative of TI, or from time to time, TI may modify or change the terms and conditions of this Agreement and supersede the terms of any prior version of this Agreement, in connection with any supplemental, different or new terms that might apply to an update or upgrade of the Licensed Materials made available by TI, in TI's sole discretion. Your continued use of the Licensed Materials or Licensed Material Revisions after you download and accept the new, additional or changed terms applicable to such update or upgrade will indicate your agreement to the change to this Agreement. You may not sell, assign, transfer, delegate, convey, pledge, encumber or otherwise dispose of, by operation of law or otherwise, the Licensed Materials, Licensed Material Revisions or this Agreement, or any rights or obligations hereunder. TI may assign this Agreement, and any or all of its rights and duties under this Agreement, without prior notice to you or your consent. You hereby warrant and represent that you have obtained all authorization and other applicable consents required empowering you to enter into this Agreement

- Z-Stack™ is a trademark of Texas Instruments Low Power Wireless San Diego (formerly Figure 8 Wireless, Inc.).
- ZigBee™ is a trademark of ZigBee Alliance, .a California non-profit association.