



Low Power Connectivity Software Licensing Agreement

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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:

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- 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).

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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.

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