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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),

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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;

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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).

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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 HomeKitTM 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 HomeKitTM 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 HomeKitTM 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;

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e. In relation to HomeKitTM source code, Licensee agrees to comply with the MFi authorization procedure before being granted access rights to the HomeKitTM source code and Licensee furthermore agrees to only use the HomeKitTM 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 HomeKitTM source code as a standalone product.

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b. to modify the Sample Source Code related to the iOSTM and AndroidTM 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;

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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.

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*Version 5, 24 March 2017*