

## QUIRKLOGIC USA, INC. ("QUIRKLOGIC") LICENSE

YOUR USE OF YOUR DEVICE, ASSOCIATED SOFTWARE AND/OR DEVICE ECOSYSTEM IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THIS QUIRKLOGIC LICENSE ("LICENSE"). BY ACCESSING, USING OR INDICATING YOUR AGREEMENT WITH THIS LICENSE DURING INSTALLATION OR UPDATE OF THE SOFTWARE OR THE SERVICES, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THIS LICENSE. IF YOU DO NOT WISH TO BE BOUND BY THIS LICENSE, DO NOT ACCESS, USE OR INSTALL THE SOFTWARE OR THE SERVICES.

You, the original end-user purchaser ("You"), represent and warrant that You have all necessary right, power and authority to enter into this License and to perform and otherwise discharge all of your obligations hereunder. You acknowledge and agree that You are only being granted a license to use the Software, Services and Documentation applicable to your Device or to a Device you have been given access to in accordance with the limitations, and for the period specified, at the time of access, purchase and/or upon receipt of your Device and that, for greater certainty, such license shall not be construed as to grant to You the right to use any other software, services or documentation of QuirkLogic or its suppliers, or to use or exploit the Software, Services or Documentation in any manner other than as expressly permitted by this License and specified in the Documentation applicable to your Device.

### DEFINITIONS:

The following terms shall have the following meanings when used in this License: "Authorized Users" means the individuals who are authorized by You to use the Software, Services and Documentation, from time to time, in the manner as more particularly set out herein; "Data" means, in or on any media or form of any kind, any and all data or summarized data related directly to You and received, computed, developed or stored by the Software or Services other than as a result of the normal operations of the Software and Services; "Documentation" means the documentation, or any portion thereof, pertaining to the Software provided or made available by QuirkLogic to You in conjunction with the Software and Services, and shall include any abridgement or condensed form of such manuals and documentation, and any other work derived therefrom; "Device" shall mean the QuirkLogic hardware and related systems specified at the time of purchase and/or upon receipt of your Device; "Services" means the internet enabled device connection services (known as the Device Ecosystem) to be provided by QuirkLogic hereunder as further set out in the Documentation; and "Software" means the software provided by QuirkLogic to You or QuirkLogic mobile applications downloaded by You from third-party application stores for use with your mobile device, the Device and the Services, and shall include any software updates, upgrades, add-on components, web services, fixes, patches, service packs, improvements and/or other supplements that QuirkLogic may provide to You or make available to You in connection with the Software after the date You obtain your initial copy of the Software, to the extent that such items are not accompanied by a separate license agreement or terms of use.

### LICENSE:

Subject to the terms and conditions of this License, and subject to the limits set forth at the time of access, purchase and/or upon receipt of your Device, QuirkLogic hereby grants and You hereby accept, a non-exclusive and nontransferable license to use the Software and Services solely in connection with the Device that it accompanied as specified in the Documentation applicable to your Device or the Device You have been given access to.

You may provide access to, or copies of, the Device or Documentation (as applicable) to your Authorized Users as necessary for, and in conjunction with, your authorized use of the Software, and may abridge or condense the Documentation in connection therewith, provided that the copyright to any derivative work shall belong to QuirkLogic and You shall reproduce with such copy or work any trade-mark, copyright and other notices, or any other indicia of ownership contained in, or associated with, the Documentation.

Subject to the terms and conditions of this License, and subject to the limits set forth in the Documentation applicable to your Device, QuirkLogic hereby grants and You hereby accept, a non-exclusive and nontransferable license to use the Services solely to connect one or more Devices and utilize the related services as provided in the relevant Documentation.

The licenses granted in this section are subject to the following restrictions: (i) You shall not share information about the Software, Services or Documentation with any third party without the prior written consent of QuirkLogic; (ii) You shall not remove or alter any patent, trade-mark, copyright or confidential information notices, or any other indicia of QuirkLogic's or its suppliers' ownership of, or rights in, the Software, Services or Documentation; (iii) You shall not copy, modify, change, alter, translate or adapt the Software or Services, or any portion thereof, or create or attempt to create any derivative works thereof, or do anything or permit anything to be done, so as to reverse engineer, disassemble, decompile, or otherwise attempt to derive, learn or access any source code, structure, algorithms, confidential information or trade secrets inherent in the Software or Services; (iv) You shall not copy, use or disclose the Software, Services or Documentation in any manner or for any reason whatsoever other than for the purpose(s) expressly permitted by this License; (v) You shall comply with all applicable laws when using the Software, Services and Documentation (including, but not limited to export/import laws – the Software and Services may include or employ encryption technologies that are subject to Canada or US export controls and You may not export the Software or use the Services outside of the United States of America or Canada without QuirkLogic's prior written consent). You agree that you will not use the Software or Services of any purposes prohibited by United States and Canadian law, including without limitation, the development, design, manufacture, or production of nuclear, missile or chemical or biological weapons.

The Software is licensed as a single product(s). Its component parts may not be separated for use on more than one computing device unless expressly permitted by this License. You may not rent, lease, lend, provide commercial hosting services or otherwise make the Software available for value separate from the Device for which it is licensed. You may not assign, sublicense or otherwise transfer the Software in whole or in part.

You acknowledge and agree that there are no limits to the number of licenses or rights that QuirkLogic may grant to third parties in respect of the Software, Services or Documentation. You shall not be entitled to gain access to the source code to the Software or Services or modify or adapt the Software or the Services.

### THIRD PARTY SOFTWARE:

From time to time, QuirkLogic may incorporate third party software in the Device. You acknowledge and agree that Your use of said third party software is subject to this License and the "Copyright Notices for Software" document which may be provided to You at the time of purchase and/or upon receipt of your Device.

### UPDATES TO THE SOFTWARE

From time to time, QuirkLogic may provide You with updates or revisions to the software. Such updates and revisions shall form part of the software licensed hereunder and be governed by the terms and conditions of this QuirkLogic Software License unless they are accompanied by and subject to additional terms, in which case such additional terms shall govern. Any additions or revisions to the "Copyright Notices for Software" accompanying such updates and revisions shall be incorporated into and form part of the Documentation applicable to your Device upon installation of such updates or revisions.

### AUDIT FOR COMPLIANCE:

QuirkLogic has the right, at its cost and at any time during the term of this License, but not more than once per calendar quarter, to audit and inspect your use of the Software to verify compliance with the terms of this License, provided that no such audit shall unreasonably interfere with your regular daily operations. Such audit may be conducted by a third party professional agreeable to You, acting reasonably. QuirkLogic may review the use of the Services for compliance with this License from time to time and at any time.

### OWNERSHIP OF SOFTWARE / YOUR DATA:

Other than as may be expressly provided herein, nothing in this License shall be construed as granting either party any license or other right to use any intellectual or other property that the other party may now or hereafter own, possess, or in which it may hold licensing rights.

Title to and ownership of the Software (including all source code), Services and Documentation and any modifications made thereto and any works derived there from and all intellectual property rights therein shall at

all times remain with QuirkLogic and/or its suppliers. You shall not have any right, title or ownership interest in the Software, Services or Documentation except the limited right to install and use the Software, Services and Documentation as explicitly provided in this License.

You are solely responsible for making and keeping backup copies of your Data and for applying the appropriate level of access rights to such Data. QuirkLogic shall not be responsible or liable for the deletion or accuracy of your Data, the failure to store, transmit, encrypt (or otherwise secure) or receive your Data, or the storage, transmission, encryption (or other security) or receipt of any other communication involving the use of the Software or Services.

You acknowledge that the Software, Services and Documentation contain valuable confidential information and proprietary technology of QuirkLogic and its suppliers. You agree that the Software, Services and Documentation, other than through normal usage, shall be kept in strict confidence and not used for any purpose other than as permitted hereunder and shall not be disclosed to any third party.

You agree that QuirkLogic or third-party mobile application providers may collect and use technical data and related information—including but not limited to technical information about your Device, Software, Services and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to You. QuirkLogic or third-party mobile application providers may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

### TERM & TERMINATION:

The initial term of this License shall commence on the delivery of the applicable Device and Software to You and continue thereafter, unless terminated in accordance with its terms. You may use the Services for the period specified at the time of purchase and/or upon receipt of your Device.

Either party may terminate this License upon thirty (30) days written notice to the other party, if the other party materially breaches any term, provision, representation or warranty of this License and such breach or default is not cured to the terminating party's reasonable satisfaction within such thirty (30) day period. This License shall terminate automatically if you fail to comply with any of its terms.

Upon termination of this License, You shall: (i) cease and desist all use of the Software, Services and Documentation; and (ii) at QuirkLogic's option, either (a) return to QuirkLogic all full or partial copies of the Software and Documentation in your possession or under your control, or (b) destroy the Software and Documentation, including all versions, copies or expressions in any tangible form or medium in your possession or under your control, and provide QuirkLogic with written confirmation that the foregoing has occurred.

The obligations and rights of the parties pursuant to the sections titled *Ownership of Software / Your Data*, *Term & Termination* and *Limitation of Liability*, and the fourth paragraph of the section titled *License* shall survive the termination or expiration of this License.

### REPRESENTATION AND LIMITED WARRANTY:

Unless otherwise specified in the Documentation applicable to your Device, Software shall, at the time of delivery, substantially conform to QuirkLogic's then current published software specification summary applicable to such Software for ninety (90) days after delivery. You acknowledge that the Software is of such complexity that it may have inherent defects. QuirkLogic shall attempt to correct documented, reproducible errors that its diagnosis indicates are caused by a defect in the Software, provided that You notify QuirkLogic of any such defect within ninety (90) days after delivery. QuirkLogic does not provide any warranty if Software's nonconformance is a result of your abuse, improper use, or modification of the Software, any other software with which it interacts or its operating environment.

EXCEPT AS EXPRESSLY SET OUT HEREIN QUIRKLOGIC EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE SOFTWARE, SERVICES OR DOCUMENTATION INCLUDING ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR PERFORMANCE AND ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT MIGHT OTHERWISE ARISE DURING THE COURSE OF DEALING, USAGE OR TRADE AND THOSE WHICH MAY BE IMPLIED BY LAW.

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT THE SOFTWARE, SERVICES AND DOCUMENTATION ARE NOT DESIGNED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS (INCLUDING, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION/COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, SURGICAL OR MEDICAL FACILITIES, LIFE SUPPORT OR WEAPONS SYSTEMS) AND THAT QUIRKLOGIC SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR CONDITION OF FITNESS FOR SUCH PURPOSES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED. THIS PARAGRAPH SETS FORTH YOUR SOLE REMEDY AND QUIRKLOGIC'S SOLE LIABILITY IN RESPECT OF THE SOFTWARE, SERVICES AND DOCUMENTATION.

### LIMITATION OF LIABILITY:

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL QUIRKLOGIC'S TOTAL AND CUMULATIVE LIABILITY TO YOU FOR ANY LOSS OR DAMAGE ARISING UNDER THIS LICENSE, THE PERFORMANCE HEREOF OR THE USE OR RELIANCE UPON THE SOFTWARE, SERVICE OR DOCUMENTATION EXCEED ONE HUNDRED (\$100) DOLLARS.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL QUIRKLOGIC BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF SOFTWARE, HARDWARE OR SERVICES OR EQUIPMENT, DAMAGE TO EQUIPMENT, LOSS OF OPPORTUNITY, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR DOWNTIME COSTS, EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### US GOVERNMENT LICENSE RIGHTS:

U.S. GOVERNMENT END USER PURCHASERS. THE SOFTWARE, SERVICES AND DOCUMENTATION QUALIFY AS "COMMERCIAL ITEMS," AS THAT TERM IS DEFINED AT FEDERAL ACQUISITION REGULATION ("FAR") (48 C.F.R.) 2.101, CONSISTING OF "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" AS SUCH TERMS ARE USED IN FAR 12.212. CONSISTENT WITH FAR 12.212 AND DOD FAR SUPP. 227.7202-1 THROUGH 227.7202-4, AND NOTWITHSTANDING ANY OTHER FAR OR OTHER CONTRACTUAL CLAUSE TO THE CONTRARY IN ANY AGREEMENT INTO WHICH THE AGREEMENT MAY BE INCORPORATED, CUSTOMER MAY PROVIDE TO GOVERNMENT END USER OR, IF THE AGREEMENT IS DIRECT, GOVERNMENT END USER WILL ACQUIRE, THE SOFTWARE AND DOCUMENTATION WITH ONLY THOSE RIGHTS SET FORTH IN THE AGREEMENT. USE OF EITHER THE SOFTWARE OR DOCUMENTATION OR BOTH CONSTITUTES AGREEMENT BY THE GOVERNMENT THAT THE SOFTWARE AND DOCUMENTATION ARE "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION," AND CONSTITUTES ACCEPTANCE OF THE RIGHTS AND RESTRICTIONS HEREIN.