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HPR50

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MAIN LICENSES

TQSSLAv1.0.2

TQ-Systems Software License Agreement Version 1.0.2

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ANT-SOFTDEVICE-v3.3

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V3.3

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THE ANT SOFTDEVICES AND D52 MODULES HAVE BEEN DESIGNED TO OPERATE IN TYPICAL OPERATING ENVIRONMENTS UP TO 30 METERS

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- i. Use the ANT SoftDevice and the D52 Module only for purposes that are legal, proper and in accordance with this License Agreement and any applicable policies or guidelines set forth by Garmin. For instance, You must provide any notices (including appropriate labels) and information required by a certifying body (e.g., FCC, IC, CE, TELEC, etc.). Thus, when incorporating the D52 Module into a Licensed Product, You agree to comply with all laws, regulations and rules applicable to the Licensed Product. You agree to confirm the registration of a Bluetooth Qualified Design Identification number (QDID) at <https://launchstudio.bluetooth.com/> for the version of ANT SoftDevice that You use in a Licensed Product which You sell or distribute; and
- ii. The D52 Module may only use software that incorporates the ANT SoftDevices without any modification thereof and only as provided by Garmin, as the sole means to control radio functionality under this License Agreement. No other configurations are permitted by this License Agreement.

e. In no event shall the non-transferable, non-sublicensable license granted under this Section 1 pass to any third party, such as Your customer or a customer of a subcontractor used by You.

f. To make use of the ANT SoftDevice in a Licensed Product you must provide a copy of the End User License Agreement ("EULA") provided in Appendix 1 to Your end user.

g. You acknowledge and agree to use the ANT SoftDevice only for purposes that are legal, proper and in accordance with this License Agreement and any applicable policies or guidelines set forth by Garmin.

2. Prohibited Activity & Restrictions

a. You shall not use the ANT SoftDevices for any purpose other than specifically authorized in this License Agreement. It is a material breach of this License Agreement to perform, directly or indirectly, any of the following acts that are prohibited and specifically excluded from the license granted under Section 1 above:

- i. Any modification of the ANT SoftDevices;
- ii. Installing any software or configuring the nRF52 Series IC in a manner that would violate Section 2(a)(i);
- iii. Any adapting, decompiling, reverse engineering, disassembling or creating derivative works of the ANT SoftDevices;
- iv. Using the ANT SoftDevices or a derivative thereof on any wireless connectivity integrated circuit other than the nRF52 Series ICs;
- v. Including and/or distributing the ANT SoftDevices as part of a software development kit (SDK), evaluation kit, development kit, reference design or other development tool set;
- vi. Making and/or distributing copies of the ANT SoftDevices, in whole or in part or assisting others in doing so, except as expressly permitted pursuant to this License Agreement;
- vii. Altering or removing any copyright, trademark, other proprietary notices, disclaimer or restricted rights notices appearing on or in the ANT SoftDevices;
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b. D52 Modules: It is a material breach of this License Agreement to perform, directly or indirectly, any of the following acts prohibited and specifically excluded from the license granted under Section 1 above in association with a D52 Module:

- i. Any extraction of the Garmin Software from the D52 Module;
- ii. Providing to any third party, such as Your customers, any manual instructions or guidance relating to the removal or installation the D52 Module or the ANT SoftDevices from or into Licensed Products or any other product; or
- iii. Performing any of the acts prohibited above in Section (2)(a) in association with the D52 Module.

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b. You assume full responsibility for any changes made to the ANT SoftDevice that are not expressly approved in advance and in writing by Garmin that may cause it to no longer function or operate as provided by Garmin and any such changes shall immediately terminate the license granted under Section 1 above. For example, You hereby acknowledge and agree not to make any changes to the ANT SoftDevices that may cause the ANT SoftDevice to no longer function as provided. You acknowledge and agree that, pursuant to Section 13 below, any failure by You to comply with this condition will require You to indemnify, hold harmless and defend Garmin (including the directors, officers, employees and shareholders of Garmin) and its licensors for any changes made to the ANT SoftDevice.

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a. Garmin may extend, enhance or otherwise modify the ANT SoftDevices at any time without notice and Garmin shall not be obligated to provide You any notice or any updates to the ANT SoftDevices. If updates are made available to You, the terms of this License Agreement shall govern such updates, unless the update is accompanied by a separate agreement in which case the terms of that agreement shall govern. You acknowledge and agree that Garmin has no express or implied

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b. You agree that the form and nature of the ANT SoftDevices may change without prior notice to You and that future versions of the ANT SoftDevices may be incompatible with applications developed for use with previous versions of the ANT SoftDevices. You agree that Garmin may stop (permanently or temporarily) providing the ANT SoftDevices (or any features within the ANT SoftDevices) to You or to users for any reason at Garmin's sole discretion, without prior notice to You.

6. Fees and Payments

a. In consideration of the rights granted in Section 1 above, You shall pay Garmin the following applicable royalties and/or fees (collectively, "Royalties").

i. Per Unit Royalty: A royalty payment of US \$0.08 applicable to each instance of an ANT SoftDevice (S212, S312, S313, S332 or S340) used in a Licensed Product that is sold or otherwise distributed by or for You.

ii. Minimum Royalty Payment: A non-refundable Minimum Royalty Payment of US \$800.00 is payable twice per calendar year for the periods of January 1 through June 30 ("First Period") and July 1 through December 31 ("Second Period") of each calendar year for a total annual Minimum Royalty Payment of US \$1,600.00 per calendar year. Minimum Royalty payments are invoiced following the end of each period. The first Minimum Royalty Payment is due upon acceptance of this License Agreement and that first Minimum Royalty Payment shall be pre-payment for the semi-annual period that begins with the acceptance of this License Agreement.

b. The Minimum Royalty Payment may be applied to the Per Unit Royalties such that Per Unit Royalties for a semi-annual period are only payable to Garmin for the Per Unit Royalties that exceed the Minimum Royalty Payment for the semi-annual period. The Minimum Royalty shall only be applicable to Per Unit Royalties due in the same calendar year and may not be applied to Per Unit Royalties due in any subsequent calendar year.

c. Subject to the terms and conditions herein, Garmin will distribute to You a license key required for the use of the ANT SoftDevices (the 'License Key') that must be utilized with each instance of an ANT SoftDevice used by or for You. If Your use of the ANT SoftDevices is limited to Evaluation Uses, You will be issued an Evaluation License Key. For all other uses, such as use of an ANT SoftDevice in a Licensed Product that is sold or otherwise distributed by or for You, You will be issued a Commercial License Key only after receipt of the first Minimum Royalty Payment.

d. Waiver for Evaluation-Only Uses: The Royalties shall be waived for a semi-annual period if the only instances of Your use of the ANT SoftDevices are Evaluation Uses identified in Section 1(c). This waiver shall not apply if other uses of an ANT SoftDevice (any uses that are not Evaluation Uses) are made during the semi-annual period. In the event that You use an ANT SoftDevice with an Evaluation Key for any use that is not an Evaluation Use identified in Section 1(c), Garmin shall be entitled to: (i) a per unit royalty of USD \$1.00 for each instance an ANT SoftDevice is used in a Licensed Product that is sold or otherwise distributed by or for You, and (ii) a Minimum Royalty Payments under Section 6(a)(ii); regardless of whether this License Agreement has been terminated or not.

e. Waiver for D52 Modules: The Royalties shall be waived for instances of an ANT SoftDevice used on a D52 Module if You have entered a Module Distribution Agreement with Garmin. Provided that You are abiding by the terms and conditions of the Module Distribution Agreement and Section 1(d) above, this waiver shall apply to the ANT SoftDevices used on a D52 Module for the term of the Module Distribution Agreement.

THERE SHALL BE NO WAIVER FOR ANY USE OF AN ANT SOFTDEVICE (S212, S312, S313, S332 OR S340) ON AN nRF52 SERIES IC THAT IS NOT PART OF A GARMIN D52 SERIES MODULE — EVEN IF YOU USE AN ANT SOFTDEVICE ON A D52 MODULE PURSUANT TO THE MODULE DISTRIBUTION AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THIS WAIVER SHALL NOT APPLY TO ANY USE OF AN ANT SOFTDEVICE ON ANY HARDWARE OTHER THAN THE D52 MODULE. Thus, if an ANT SoftDevice (S212, S312, S313, S332 or S340) is used on any hardware other than the D52 Module, the Royalties identified in paragraph (a) of this Section shall be applied to those uses.

The following examples are provided to help determine when Royalties are payable and due.

- The first Minimum Royalty Payment required to receive the License Key shall be Waived if You have entered into a Module Distribution Agreement with Garmin.

- The Royalties are waived if ALL instances of an ANT SoftDevice (S212, S312, S313, S332 or S340) are used within a Garmin D52 module.

- The Minimal Royalty Payment and the Per Unit Royalty are NOT waived if You use an ANT SoftDevice (S212, S312, S313, S332 or S340) in a first set of nRF52 Series ICs that are not part of the D52 Module and You use an ANT SoftDevice (S212, S312, S332 or S340) in a second set of nRF52 Series ICs of the D52 Module (i.e., the Minimal Royalty Payment and the Per Unit Royalty apply for the use the ANT SoftDevice (S212, S312, S313, S332 or S340) in the first set of nRF52 Series IC that are not part of the D52 Module)

f. You shall be responsible for and duly pay all costs, taxes, duties, import and export fees, which are imposed by any governmental entity or authority on the amounts due hereunder, or which otherwise arise out of or are imposed on this License Agreement except for taxes based on Garmin's income. Any payment that is more than ten (10) days past due will incur interest from the date due until paid at the rate of twelve percent (12%) per annum.

g. You will keep complete and accurate books and records relating to use of the Garmin SoftDevices and License Key, incorporating a nRF52 Series IC with the Garmin SoftDevices into Licensed Products, sales or other distribution of the Licensed Products and the proper determination of all the Royalties due hereunder, and will keep the books and records

available for a period of six (6) years following such disposition. During the Term (as defined in Section 15 below) and for sixty (60) days after the last Royalty report ("Royalty Report") has been/should have been submitted, Garmin's designated representatives and auditors will have the right, upon at least two (2) business days' prior notice, to inspect the facilities used in connection with Your undertakings hereunder and to audit all relevant books and records to ensure Your compliance with the terms and conditions of this License Agreement, including, without limitation, to verify the correctness of Royalty Reports and the proper payment of Royalties due hereunder. The audit will be conducted at Garmin's expense, unless the audit reveals that You have underpaid the amounts owed by five percent (5%) or more, in which case You will forthwith reimburse Garmin for all amounts paid to the auditor. If the amount of Royalties due to be paid to Garmin is greater than the amount of Royalties actually paid to Garmin, You will promptly pay any such undisputed payment shortage with interest calculated from the date of such underpayment subject to an interest percentage of twelve percent (12%) per annum.

h. Royalty Reporting. Within fifteen (15) calendar days after the end of the First Period and fifteen (15) calendar days after the end of the Second Period, You shall provide a written Royalty Report to Garmin in the format supplied by Garmin, to be similar in form to the example available for download from the website which details all information relevant to calculation of Royalties during the applicable period. Royalty Reports are due even if no royalties are payable. Garmin shall use such Royalty Report to issue invoices to You for the relevant royalties due and will attempt to mail such invoices within fifteen (15) calendar days after receiving the Royalty Report. Invoices are payable on receipt of invoice. Any payment that is more than fifteen (15) days past due accrues interest at an interest rate percentage of twelve percent (12%) per annum. The Royalty Report must include, but is not limited to:

i. Semi-annual period for which Royalties are calculated.

ii. Number of instances of the S212, S312, S313, S332 or S340 in Licensed Products that are sold or otherwise distributed by or for You net of returns during the applicable period, documented by item that includes the S212(s), S312(s), S313(s), S332(s) or S340(s) (e.g., if a SKU is a bundle of two items, each of which use the S212, S312, S313, S332 or S340, then both items must be reported. If an item contains multiple nRF52 Series ICs, each of which uses an S212, S312, S313, S332 or S340, then each instance of the S212, S312, S313, S332 or S340 within that item must be reported).

iii. The agreement reference number of the Module Distribution Agreement with Garmin, if applicable.

iv. Quantity of D52 Modules used.

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