

UNIQUE USER IDENTIFICATION (“UUID”) TERMS OF USE FOR BLUETOOTH SIG MEMBERS

THESE TERMS OF USE DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES WHEN USING THE 16-BIT UUID ALLOCATED TO YOU BY BLUETOOTH SIG. PLEASE READ THEM CAREFULLY.

1. TERMS OF USE ACCEPTANCE. These Universally Unique Identifier (“UUID”) Terms of Use (the “Terms of Use”) govern the use of 16-bit UUID by Bluetooth SIG Members (Bluetooth SIG Members shall be referred to as “Member,” “You” or “you”) who Accept these Terms of Use. Bluetooth SIG, Inc., a Delaware non-profit, non-stock corporation (“Bluetooth SIG”) will allocate a UUID to you for non-Bluetooth-SIG-defined services solely under these Terms of Use. By signing these Terms of Use, you represent and warrant that you are authorized to bind your company to these Terms of Use. Bluetooth SIG reserves the right to modify, including by adding, removing, or changing, any terms in future UUID Terms of Use at any time without notice.

2. OWNERSHIP. The UUID is owned by and belongs to Bluetooth SIG. Pursuant to these Terms of Use, Bluetooth SIG retains all right, title and interest in and to the UUID. You retain ownership in your proprietary information, including all rights in patents, copyrights, trademarks and trade secrets. Notwithstanding the foregoing, any license created by the Bluetooth SIG Patent/Copyright License Agreement with regard to your patents and/or copyrights expressly survives these Terms of Use.

3. LICENSE GRANT. Subject to the acceptance of your payment under Section 8 below by the Bluetooth SIG and the identification by you of the service for which the UUID will be used, the Bluetooth SIG hereby grants you a nonexclusive, nontransferable right to associate the UUID to the identified non-Bluetooth-SIG-defined service in accordance with these Terms of Use. You may use the UUID in association with the identified service only. Bluetooth SIG reserves all rights not expressly granted under these Terms of Use, and no other rights are granted under these Terms of Use by implication, estoppel or otherwise. You may permit 3rd parties whom you grant the right to implement your non-Bluetooth-SIG-defined service to incorporate the UUID which you have been assigned but you may not assign or transfer the UUID and these Terms of Use without the express permission of the Bluetooth SIG. Bluetooth SIG may assign or transfer its rights under these Terms of Use.

4. UUID PROTECTION. Any 3rd parties that you grant the right to implement a non-Bluetooth-SIG-defined service in conjunction with the assigned UUID will be provided with a copy of or made aware of these Terms of Use and you will only authorize use of your non-Bluetooth-SIG-defined service in conjunction with the assigned UUID in conformance with these Terms of Use. Bluetooth SIG has no liability for damages resulting from UUID use, including, but not limited to, the use of the UUID by someone to whom the UUID was not allocated (“Non-allocated Use”). Bluetooth SIG is not required to take any action to prevent Non-allocated Use.

5. FEE. For each UUID, you will be charged a one-time, non-refundable UUID fee. The UUID fee is subject to change at any time.

6. TERM AND TERMINATION. These Terms of Use commence on the date you sign these Terms of Use and have delivered the signed Terms of Use, together with your payment, to the Bluetooth SIG and may be terminated by Bluetooth SIG if you violate Section 1, 3, 4, or 13 of these Terms of Use. For Members, by clicking the “I Accept” button at the bottom of these Terms of Use, you are representing and warranting that you know and understand these Terms of Use, that you are authorized to accept these Terms of Use by the Member, and that the Member agrees to be bound by these Terms of Use. Bluetooth SIG may terminate these Terms of Use upon prior written notice if you fail to comply with any provision of these Terms of Use and fail to remedy such failure within thirty (30) days of the date of such written notice. Upon termination, the UUID allocation will be terminated, and you must cease using the UUID. Any UUID for which an allocation is terminated may be reallocated at the sole discretion of Bluetooth SIG.

7. CROSS LICENSING. Any functionality enabled from your use of a UUID is proprietary and **not** covered by any Bluetooth SIG Patent/Copyright License Agreement simply by virtue of the allocation of the UUID. It is your responsibility to understand the Bluetooth SIG Patent/Copyright License Agreement and to determine your rights.

8. RESERVATION OF RIGHTS. Bluetooth SIG reserves all rights not expressly granted in these Terms of Use, including, but not limited to, the right to develop Bluetooth SIG services substantially similar to the service for which a UUID has been obtained.

9. USER RESPONSIBILITY. You assume all responsibilities and obligations with respect to your use of the UUID to achieve your intended results. You assume all responsibilities and obligations with respect to any decisions or advice made or given as a result of the use of the UUID, including those to any third party, for the content, accuracy and review of such results.

10. DISCLAIMER OF WARRANTIES. The UUID is provided “as is” and without warranty of any kind. Bluetooth SIG does not warrant, guarantee, or make any representations regarding the use or the results of the UUID. Bluetooth SIG does not warrant the content or results or that the use of a UUID will be error-free. **BLUETOOTH SIG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

11. INDEMNIFICATION. You will defend, indemnify and hold harmless Bluetooth SIG and its officers, directors, employees, agents, Promoter Members and affiliates, from and against any and all claims, actions, causes of action, liabilities, damages, costs and expenses, including reasonable attorneys’ fees, arising out of or related to claims or actions brought or made by third parties, including your customers, against Bluetooth SIG as a result of the use of the UUID, including, but not limited to, any Non-allocated Use. **The Member’s obligations under this clause are conditioned on receiving prompt notice of a claim from the Bluetooth SIG. The Member is exclusively entitled to control the defense. At the Member’s expense, the Bluetooth SIG will provide reasonable assistance to defend the claim, including promptly furnishing the Member with all relevant information within its possession or control. Because the Member will provide the defense, the Member will not be liable for any**

attorney's fees or costs of the Bluetooth SIG, unless the Member refuses to promptly accept the tender of defense. The Bluetooth SIG may participate in the defense, but in no event will the Member be liable for the Bluetooth SIG's attorneys' fees or costs. The Bluetooth SIG may not enter into any settlement, assume any obligation, or make any concession without the Member's prior written approval, which may not be unreasonably withheld, provided the Member is meeting its obligations to indemnify and hold the Bluetooth SIG harmless.

12. LIMITATION OF BLUETOOTH SIG'S LIABILITY. Neither Bluetooth SIG nor any of its officers, directors, employees, agents, Promoter Members or affiliates are responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages of any type under any contract, negligence, strict liability or other theory arising out of or relating in any way to these Terms of Use or the use of the UUID. Bluetooth SIG's total liability to you arising out of these Terms of Use and use of the UUID for any and all claims or types of damages will not exceed the total UUID fee actually paid by you for use of the UUID. The allocations of liability in this section represent the agreed, bargained-for understanding of the parties and Bluetooth SIG's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this section are intended to apply regardless of the form of lawsuit or claim, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in these Terms of Use fails of its essential purpose. **Not limiting the foregoing, Bluetooth SIG has no liability for the misuse of the UUID, or errors that you may make in connection with using the UUID.**

13. YOUR REPRESENTATIONS AND WARRANTIES. You individually represent and warrant to Bluetooth SIG that you have full power and authority to enter into these Terms of Use on behalf of the Member and bind the Member to these Terms of Use.

14. JURISDICTION. These Terms of Use must be interpreted under and governed by the laws of the State of Washington without regard to its conflict of laws provisions that would apply the laws of another jurisdiction. In any claim or cause of action arising from or related to these Terms of Use or your use of the UUID, you agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within King County, Washington.

15. WAIVER; AMENDMENT. No waiver of any breach of these Terms of Use constitutes a waiver of any breach of the same or another provision of these Terms of Use, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party. These Terms of Use, as applied to the UUID, may not be amended, altered or modified without a written agreement signed by the parties hereto.

16. MISCELLANEOUS. If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. These Terms of Use, together with all policies referred to herein, are the entire Terms of Use between you and Bluetooth SIG relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and Bluetooth SIG with respect to such subject matter.