

BLUETOOTH ASSIGNED NUMBER AGREEMENT (MEMBERS)

This Bluetooth Assigned Number Agreement (this “**Agreement**”) is an agreement entered into by and between Bluetooth SIG, Inc., a Delaware corporation (“**Bluetooth SIG**”) and _____ (“**Member**”). This Agreement is entered into an effective as of _____ (“**Effective Date**”).

1. ISSUANCE AND USE OF ASSIGNED NUMBER. Subject to the terms of and Member’s compliance with this Agreement, Bluetooth SIG will issue Company IDs and/or 16-bit Custom Service UUIDs (each an “**Assigned Number**”) to Member for Member’s use solely for the specific purpose indicated in Exhibit A for that Assigned Number (“**Purpose**”). Bluetooth SIG retains sole discretion over issuance of Assigned Numbers and will not issue any Assigned Numbers to Member until Bluetooth SIG has determined, in its sole discretion, that Member has satisfied all of Bluetooth SIG’s requirements, including payment of any required fees. Upon issuance of each Assigned Number, Bluetooth SIG will update Exhibit A with the Assigned Number and provide the updated Exhibit to Member.

2. MEMBER OBLIGATIONS. Member agrees as follows:

(a) To the extent Member makes any statements regarding an Assigned Number, those statements will: (i) be complete, accurate, and not be misleading; and (ii) refer to the Bluetooth SIG website for more information regarding the Assigned Number.

(b) Member will not use, and will not encourage or authorize any third party to use, any number in connection with its implementation of Bluetooth technology or any Bluetooth specification other than the applicable number assigned by Bluetooth SIG and published on Bluetooth SIG’s website.

(c) Member will not use, and will not encourage or authorize any third party to use any Assigned Number for any purpose other than the Purpose indicated in Exhibit A for that Assigned Number.

(d) Member will only publish the Assigned Number within reasonably close proximity (e.g., on the same page) to the following notice: “The Assigned Number is provided by Bluetooth SIG, Inc. and may only be used by its members in compliance with all terms and conditions of use issued by Bluetooth SIG, Inc. For more information visit <https://www.bluetooth.com/specifications/assigned-numbers>”.

(e) To notify Bluetooth SIG within 30 days of any change of Member’s name or contact information, whether due to a merger, acquisition, rebrand, or otherwise.

(f) Member represents, covenants, and warrants that it will comply with this Agreement as well as all of the Bluetooth SIG’s membership agreements, governing documents, and policies and procedures (“**Member Terms**”).

(g) Member will pay Bluetooth SIG any and all fees that Bluetooth SIG charges for the issuance of Assigned Numbers in accordance with the instructions provided by Bluetooth SIG. Member agrees that all fees paid are final and all payments are non-refundable.

3. ASSIGNED NUMBER PROTECTION. Member acknowledges and agrees that Bluetooth SIG is not responsible for the use of any Assigned Number by any third party. Bluetooth SIG has no liability for, and expressly disclaims any liability and damages resulting from, use or misuse of an Assigned Number by any person or entity, or

in a manner that does not comply with the Bluetooth Specification. Bluetooth SIG has no obligation to take any action to prevent or stop any use or misuse of an Assigned Number by any person or entity.

4. MANAGEMENT OF ASSIGNED NUMBERS. Bluetooth SIG may revoke and reassign Assigned Numbers at any time if: (a) Member breaches this Agreement, including obligations and restrictions in Section 2; (b) Bluetooth SIG reasonably determines that revocation or reassignment is necessary to minimize: (i) the risk of liability or harm to the Bluetooth technology, Bluetooth SIG, or any of Bluetooth SIG's members or (ii) interference or interoperability issues; or (c) this Agreement terminates. Member will, as soon as reasonably practicable but in no event more than 90 days following Bluetooth SIG's revocation or reassignment of any Assigned Number, remove all references to the use of the Assigned Number in its products, services, specifications, and other documentation. Member agrees that Bluetooth SIG may communicate to the public that an Assigned Number has been issued to Member (including by providing a description of Member's Bluetooth products and services) and use Member's name, trademarks, logos, and other identifying information of Member when communicating about an Assigned Number assigned to Member, including on Bluetooth SIG's website.

5. RESERVATION OF RIGHTS. Member acknowledges and agrees that Bluetooth SIG owns all right, title, and interest in and to the Assigned Number(s) and, except for the limited right to use in Section 1, that no licenses are granted under this Agreement to Member or any third party by implication, estoppel, or otherwise.

6. INDEMNIFICATION. Member will defend, indemnify and hold harmless Bluetooth SIG and its officers, directors, employees, agents, 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 any third parties (including Member's customers, members, or users) against Bluetooth SIG as a result of: (a) Member's breach of this Agreement; or (b) any statements made by Member regarding an Assigned Number, Bluetooth SIG, the Bluetooth technology, and any related documentation and specifications. Bluetooth SIG will: (i) give Member prompt written notice of a claim subject to indemnification under this Section (provided that any delay in notification will not relieve Member's indemnity obligations except to the extent that the delay impairs Member's ability to defend); (ii) cooperate reasonably with Member (at Member's expense) in connection with the defense and settlement of the claim; and (iii) permit Member to control the defense and settlement of the claim, provided that Member may not settle the claim without Bluetooth SIG's prior written consent (which will not be unreasonably withheld), and provided further that Bluetooth SIG may participate in the defense and settlement of the claim (at Bluetooth SIG's expense) with counsel of its own choosing.

7. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL INFORMATION PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG IN CONNECTION WITH THIS AGREEMENT IS PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH MEMBER. BLUETOOTH SIG AND ITS MEMBERS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, BLUETOOTH SIG AND ITS MEMBERS MAKE NO WARRANTY THAT (A) ANY ASSIGNED NUMBER OR THE USE OF ANY ASSIGNED NUMBER WILL BE ERROR-FREE OR MEET MEMBER'S NEEDS; (B) ANY INFORMATION OBTAINED THROUGH BLUETOOTH SIG WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (C) ANY DEFECTS OR ERRORS IN ANY INFORMATION PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG WILL BE CORRECTED. ALL INFORMATION PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG IS ACCESSED AT MEMBER'S OWN RISK, AND MEMBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM.

8. LIMITATION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BLUETOOTH SIG (INCLUDING ITS EMPLOYEES, OFFICERS, AND DIRECTORS) BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ASSIGNED NUMBER EVEN IF BLUETOOTH SIG (INCLUDING ITS EMPLOYEES, OFFICERS, AND DIRECTORS) OR ANY MEMBER, SUPPLIER, OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. LIMITATION OF BLUETOOTH SIG'S LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTIONS 7 OR 8, BLUETOOTH SIG'S (INCLUDING ITS EMPLOYEES, OFFICERS, AND DIRECTORS) MAXIMUM, AGGREGATE LIABILITY TO MEMBER, AND MEMBER'S EXCLUSIVE REMEDY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ASSIGNED NUMBER WILL BE NO GREATER THAN \$50.00. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT OR AN ASSIGNED NUMBER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF MONEY DAMAGES WHICH WILL BE MEMBER'S SOLE AND EXCLUSIVE REMEDY.

10. INDEPENDENT REMEDIES. The exclusion of damages under Section 8 is independent of Member's exclusive remedy in Section 9 and it survives even if the exclusive remedy fails of its essential purpose or otherwise is deemed unenforceable. Each of the limitations of liability in Sections 7 through 9 apply without regard to whether loss, liability, or damage arises from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

11. TERM AND TERMINATION.

(a) The term of this Agreement will commence on the Effective Date and will continue until terminated in accordance with this Section 11 ("**Term**").

(b) Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party materially breaches the Agreement and fails to cure within the 30-day notice period.

(c) Bluetooth SIG may terminate this Agreement immediately upon written notice to Member if: (i) Member breaches Section 2(b) or (c); or (ii) Member's membership is suspended or Member otherwise ceases to be a member of Bluetooth SIG.

(d) Upon termination of this Agreement, the following provisions of this Agreement will survive: Sections 0 through 10; Section 11(d); and Sections 12 through 14.

12. GOVERNING LAW AND JURISDICTION. This Agreement will be governed by and construed in accordance with the laws of the State of Washington without reference to its conflict of laws provisions. Member agrees to submit to the exclusive jurisdiction and venue in the state and federal courts sitting in King County, Washington, United States, for any and all disputes, claims, and actions arising from or in connection with an Assigned Number or this Agreement.

13. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case addressed to the address of the party listed below its signature. A party may change its contact and address for receipt of notices by providing notice pursuant to this Section. Notice will be deemed to have been given as of the date it is received.

14. GENERAL. Section titles are only for convenience and have no legal or contractual significance. Any list of examples following “including” or “e.g.,” is illustrative and not exhaustive, unless qualified by terms like “only” or “solely.” Bluetooth SIG’s failure to act with respect to a breach by Member or others does not waive its rights to act with respect to subsequent or similar breaches. A waiver will only be binding on Bluetooth SIG if it is in a written document signed by Bluetooth SIG. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect. Member and Bluetooth SIG intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, Member and Bluetooth SIG agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Bluetooth SIG may assign this Agreement, in whole or in part, at any time with or without notice to Member. Member may not assign or transfer this Agreement or any of its rights under this Agreement without Bluetooth’s prior written consent. This Agreement will be binding upon Bluetooth SIG’s successors and assigns. This Agreement constitutes the entire agreement between Member and Bluetooth SIG with respect to any Assigned Numbers listed in Exhibit A. Both Member and Bluetooth SIG warrant to each other that, in entering this agreement, neither Bluetooth SIG nor Member has relied on nor will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in this Agreement. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than Member and Bluetooth SIG, or Bluetooth SIG’s successors and permitted assigns, will have any right to enforce this Agreement. This Agreement may be executed in counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

BLUETOOTH SIG:

Bluetooth SIG, Inc.

Signed: _____

By: _____

Its: _____

Date signed: _____

Address for Notices:

ATTN: Executive Director
5209 Lake Washington Blvd. NE, Suite 350
Kirkland, WA 98033

MEMBER:

Signed: _____

By: _____

Its: _____

Date signed: _____

Address for Notices:

Exhibit A

Assigned Numbers

1. Company ID. Member may only use and permit third parties to use the Company ID listed below for the purpose of identifying Member, Member's Bluetooth Products (defined in the Member Terms), a specific behavior of Member's Bluetooth Product(s), or to enable communication or interaction with Member's Bluetooth Products. NOTICE: Bluetooth SIG will only issue one Company ID per member account so Company may not request additional Company IDs even if Member and its affiliates operate under more than one name or brand.

Full Name of Member (to be listed on Bluetooth SIG's web site)	Company ID Assigned to Member

2. 16-bit Custom Service UUID. Member may only use the 16-bit UUIDs listed below for the purpose of identifying the corresponding specific Bluetooth custom service that is described in the table below; provided that Member and the custom service comply with the Membership Terms.

Member's Custom Service Name	Custom Service Description	16-bit UUID Assigned to Member