

MFi License

Contract



Licensee

Company Name: Dongguan Sig Electronics Co., Ltd
Street Address: 2/F, Huangnitian Industrial Zone, Daxin Road, Huaide Community, Humen Town
City: Dongguan State: Guangdong
Zip Code: 523000 Country: China mainland
Telephone Number: 76938851551
Website: <http://www.szsigor.com>
Account Administrator: Xin Ding Email Address: mfi@szsigor.com

Purpose

This Use License sets forth the terms and conditions governing Licensee's use of certain Apple technology in Licensee's products (whether developed or manufactured by Licensee under its own brand or under the label or brand of a third party); Licensee's distribution and sale of such products; and Licensee's use of certain Apple proprietary graphic designs in connection with such products. This is a license agreement only and not an agreement for the sale of goods.

Except as otherwise provided, capitalized terms in this Use License are defined in Attachment 1.

Agreement

1. Licensed Products

1.1. Product Plan Submission. For each Proposed Product, Licensee must submit for Apple's approval a non-confidential Product Plan using the MFi Portal or other process specified by Apple. Licensee will use the MFi Portal to update and keep all information in each Product Plan current.

1.2. Product Plan Approval. Apple may approve or reject a Proposed Product for any reason, in Apple's sole discretion. If Apple approves a Proposed Product, Apple will notify Licensee via the MFi Portal or email. Licensee shall not purchase or use Licensed Components for a Proposed Product prior to receiving Apple's approval of the applicable Product Plan.

1.3. Certification. Licensee may not manufacture, distribute or sell a product incorporating Licensed Technology unless Apple has approved the Product Plan for the applicable Proposed Product and such Proposed Product has been certified in accordance with this Use License.

(a) Self-Certification. For each Proposed Product, Licensee must self-certify, at Licensee's expense, that such Proposed Product: (i) is compatible with all Compatible Products, as applicable, (ii) meets all requirements of the applicable Licensed Specifications and other Documentation, and (iii) complies with all other requirements set forth in this Use License. Licensee must document its self-certification of each Proposed Product with appropriate reports and supporting materials and will promptly make such documentation available to Apple upon request.

(b) Certification to Apple. If required by Apple, Licensee must also certify to Apple that each Proposed Product is compatible with all Compatible Products by passing the certification tests specified by Apple, and by submitting Certification Test Materials at two points during development: (i) at Apple's option, when the first prototype

is created, and (ii) when the prototype is Production Ready, but in no event less than 30 days before beginning commercial production, offering for sale, selling or otherwise distributing the Proposed Product. Apple's certification tests may differ depending on the features, functionality, and capabilities of the Proposed Product. The sample submitted when the first prototype version of a Proposed Product is created must include all design features and functionality, and be usable and stable enough to test. The sample submitted 30 days before beginning commercial production must be representative of product ready for general commercial release.

(c) Additional Third-Party Testing. If requested by Apple, Licensee will submit Certification Test Materials to an Apple-approved independent third-party test facility. Licensee will pay the third-party test facility's fees directly and execute any agreements required by such facility. Apple will not be a party to any agreement between Licensee and a third-party test facility, nor will Apple be liable for any act or omission of Licensee or such third-party test facility. Apple may provide input to third-party test facilities regarding the order and precedence of product testing from all MFi Licensees. Under no circumstances will Apple be liable to Licensee for providing such input. Apple and its third-party test facilities may make and retain copies of Other Licensee Disclosures. Any physical materials Licensee submits to Apple or any of its third-party test facilities will become Apple property and Apple and its third-party test facilities may make and retain copies of any Certification Test Materials. Neither Apple nor a third-party test facility will be responsible for any damage to or loss of any Certification Test Materials or be obligated to return or certify destruction of Certification Test Materials to Licensee.

(d) Recertification. If Licensee makes any changes to a Licensed Product that are required by a Licensed Specification, or changes the implementation, operation, functionality of, or materials used in, a Licensed Product, Licensee must repeat the self-certification process. In addition, Apple may, at any time and in its sole discretion, require Licensee to recertify that Licensed Products are still compatible with all Compatible Products, including those running the latest version of any App associated with the Licensed Product, by passing certification tests specified by Apple.

(e) Suspension. Licensee will immediately suspend, or cause to be suspended, all manufacture, sales, and distribution of Licensed Products that no longer pass any Apple-specified certification test or do not comply with any obligations of this Use License.

1.4. Prohibited Brands. Licensee may not manufacture a Licensed Product that bears, or is otherwise associated with, a Prohibited Brand. Licensee will stop purchasing or otherwise acquiring any Licensed Components for use in any Proposed Product or Licensed Product that is or will be branded with a Prohibited Brand. If Apple lists a Prohibited Brand after a Product Plan for a Proposed Product bearing such brand is approved by Apple, Licensee will have 120 days from the date of such notice to stop manufacturing, selling or distributing such product. For the avoidance of doubt, any product that is manufactured, sold, or distributed in connection with a Prohibited Brand, other than those subject to the 120-day grace period noted above, is not and cannot be a Licensed Product.

1.5. No Fees to Access Licensed Technology in a Licensed Product. Licensee agrees that it will not charge end users any fee to access or use Licensed Technology in a Licensed Product after the point of sale, nor will Licensee permit any third parties, including distributors, resellers or system integrators, to impose any such fees on the end user.

1.6. Additional Terms. Subject to Section 1.5, Licensee may offer and charge recipients of Licensed Products a fee for warranty, support, or other rights consistent with the scope of the license granted in, and subject to the restrictions set forth in, this Use License ("**Additional Terms**"). However, Licensee may do so only on its own behalf and as its sole responsibility and not on behalf of Apple.

1.7. Licensee and Licensed Product Indices and Publicity. Apple may list Licensee's name, contact information, and manufacturing capabilities (as provided by Licensee) in an index of MFi Licensees that is available to other current and potential MFi Licensees. Apple may also list Licensee's name, contact information, and description of any Licensed Product that Licensee develops, manufactures or sells under its own brand (including MSRP, product photos, countries of availability, and the URL for Licensee's web site or the product page for the applicable Licensed Product) in a publicly available index of Licensed Products.

1.8. Additional Restrictions and Requirements.

(a) Compliance with Laws. Licensee is solely responsible for complying with all laws and regulations that may be applicable to Proposed Products or Licensed Products. Licensee represents and warrants that it is in full compliance with all applicable laws, regulations, and policies in the United States and in any other jurisdiction where

Licensee engages in any activity related to the design, manufacture, marketing, sale or offer for sale, use, distribution, or operation of Licensed Products, including the requirements of the U.S. Food and Drug Administration ("FDA"), and the U.S. Federal Communications Commission ("FCC"), including compliance with all certification and SAR requirements. Licensee shall promptly notify Apple of any complaints or threats of complaints regarding Licensed Products with respect to any regulatory requirements. In the event of such complaint, or threat of complaint, and at Apple's request, Licensee will immediately suspend all sales and distribution of Licensed Products.

(b) Safety and Defects. Licensee is solely responsible for manufacturing, or having manufactured, Licensed Products that are safe, free of defects in design, materials and workmanship, and that comply with applicable international and regional safety standards; and for testing, labeling, distributing, promoting, selling and, if necessary, recalling its Licensed Products. If Licensee is not the manufacturer, Licensee will assist its contract manufacturer with recalling Licensed Products that present a safety risk and that are sold under Licensee's brand. The fact that Apple or its third-party test facility has reviewed, tested, approved, or certified a Proposed Product or Licensed Product will not relieve Licensee of any responsibility for complying with these obligations. Licensee acknowledges that the Licensed Technology is not intended for any use in which the use or failure of a Proposed Product, Licensed Product, Licensed Technology, or a Compatible Product could lead to death, personal injury, or severe physical or environmental damage, and Licensee agrees not to use the Licensed Technology for any such purpose.

(c) Restrictions. Licensee will not seek any regulatory permission, or make any representations or determinations, that may result in any Compatible Product being deemed regulated, subject to additional legal or governmental requirements, or that may impose any obligations or limitations on Apple.

(d) Additional License Required for Development or Distribution of Apps. Licensee acknowledges that this Use License does not grant Licensee the right to develop, market, or distribute any App, and that a separate license is required to secure such rights. Certification and approval of a Proposed Product under this Use License does not constitute approval of an associated App for distribution on any Apple App Store. For further information regarding development, marketing, and distribution of Apps, please refer to the Apple Developer web site.

2. Licensed Technology

2.1. Permitted Uses. Subject to the terms and conditions of this Use License, Apple hereby grants Licensee a limited, non-exclusive, personal, non-sublicensable, and non-transferable license under Apple's intellectual property rights in the Licensed Technology to:

(a) Make a reasonable number of copies of the Documentation and distribute such copies to employees of Licensee who have a need to know for the purpose of developing Proposed Products;

(b) Subject to Licensee's successful completion of an MFi System Review, purchase Licensed Components from Authorized Distributors solely (i) for the purpose of developing Proposed Products, and (ii) for use in Licensed Products;

(c) Use, modify, and create Derivative Code and reproduce and distribute such Derivative Code: (i) in object code form only, as part of a Licensed Product; and (ii) to other MFi Licensees, for the limited purpose of permitting such other MFi Licensees to develop, manufacture, sell and distribute Licensed Products in accordance with the terms of a valid and in-effect MFi License.

(d) (i) Incorporate, or have Final Assemblers incorporate, Licensed Technology in Proposed Products to permit such Proposed Products to control, interface, communicate, or otherwise interoperate with Compatible Products in accordance with the Documentation; and (ii) manufacture, or have Final Assemblers manufacture, a reasonable number of Proposed Products for test purposes;

(e) Manufacture, or have Final Assemblers manufacture, Licensed Products incorporating Licensed Technology (provided, however, Licensee is not permitted to manufacture Licensed Products incorporating Licensed Components unless Licensee is a Final Assembler); and

(f) Import, offer to sell, sell, or otherwise distribute Licensed Products incorporating Licensed Technology to end-user customers, directly or indirectly.

2.2. Copies. Licensee must retain and reproduce in all copies of the Documentation the Apple copyright and other proprietary notices and Apple disclaimers as they appear in such Documentation.

2.3. Suspension. Apple may disable any portion of the Licensed Technology at any time without notice to Licensee if: (a) any portion of the Licensed Technology is cloned, circumvented, lost, stolen, intercepted, made public, or disclosed in an unauthorized manner; (b) Apple is required by a court order or other government authority to disable such portion of the Licensed Technology; (c) Apple does not have the rights necessary to grant the licenses set forth in this Use License; (d) Apple believes there may be a security or safety issue relating to the Licensed Technology; or (e) Licensee has materially breached this Use License.

2.4. Purchasing Licensed Components.

(a) A current list of Licensed Components is set forth on the MFi Portal. Licensed Components may only be used in a Licensed Product to the extent such components have been specified in an approved Product Plan for such Licensed Product. Licensee must successfully complete an MFi System Review prior to purchasing or handling any Licensed Components.

(b) Licensee may purchase Licensed Components only from Authorized Distributors and shall not delegate or permit any third party to do so on its behalf unless otherwise permitted by Apple. Licensed Component purchases will be subject to terms and conditions to be agreed upon between Licensee and an Authorized Distributor, and Apple will not be a party to any transaction between Licensee and an Authorized Distributor. Apple cannot guarantee that Authorized Distributors will have an adequate supply of Licensed Components to meet Licensee's requirements or that any Licensed Components will be made available to Licensee or its Designees. Apple may restrict the availability of Licensed Components to Licensee or its Designees at any time. Licensee will be solely responsible for paying an Authorized Distributor for any Licensed Components ordered. Under no circumstances will Apple be liable for any Authorized Distributor's performance or failure to perform or for the quality of any Licensed Components delivered by an Authorized Distributor.

(c) Licensee must cease purchasing or otherwise acquiring any Licensed Components for use in any Proposed Product or Licensed Product that is or will be branded with a Prohibited Brand.

2.5. Authentication Entities. Apple may issue Authentication Entities to Licensee for use with its own Proposed Products and Licensed Products or, with Apple's prior written approval, for use with other MFi Licensees' 'Proposed Products' or 'Licensed Products' (in each case as defined in such other MFi Licensees' agreements with Apple). Such Authentication Entities are unique to Licensee for the applicable Proposed Product or Licensed Product, and Licensee is solely responsible for storing and protecting them in accordance with this Use License. Licensee may use Authentication Entities solely for the purpose of digitally signing or authenticating Proposed Products or Licensed Products in accordance with the applicable Licensed Specifications and this Use License. Apple will have no liability or responsibility for unauthorized access to or use of any Authentication Entity. Apple may, in its sole discretion, revoke previously-issued Authentication Entities, and take any other action it deems appropriate to maintain the security and proper handling of Authentication Entities, including auditing Licensee's operations in accordance with this Use License.

2.6. Handling Licensed Technology and Inventory Control. Licensee must ensure the secure handling, storage, and disposition of all Licensed Technology by Licensee and its Designees. Upon Apple's request, Licensee must implement Apple-specified inventory tracking tools on each of its assembly lines that handle Licensed Technology. Licensee must also provide Apple, for Apple's approval, a detailed plan describing Licensee's, and each of its Final Assembler's, security procedures. Licensee will use commercially reasonable efforts to design Proposed Products in such a way as to prevent third parties from reverse engineering, decompiling or disassembling Licensed Technology. Apple may impose additional security requirements from time to time by written notice. Licensee must dispose of any excess inventory of Licensed Components and Authentication Entities in accordance with Apple's then-current policy. Any Licensed Component disposed of in any other way, or otherwise unaccounted for, shall be subject to the maximum royalty for such component as specified in the Royalty Schedule, as applicable.

2.7. Public Software. Licensee will not, without Apple's express prior written consent: (a) incorporate, combine, or distribute any Licensed Technology, or any derivative thereof, with any Public Software, or (b) use any Public Software in the development of Proposed Products, or Licensed Products, in each case in such a way that would cause the Licensed Technology, or any derivative thereof, to be subject to all or part of the license obligations or other intellectual property related terms with respect to such Public Software.

3. Intellectual Property

3.1. Licensed Technology and Modifications. Apple retains all rights, title, and interest in and to the Licensed Technology and any Modifications. Licensee will cooperate with Apple to perfect and maintain Apple's ownership of the Licensed Technology and any Modifications, and Licensee agrees to promptly provide notice of any infringement, misappropriation, or any other claims relating to the Licensed Technology or Modifications.

3.2. Derivatives of Apple Source Code. Licensee may create Derivative Code solely for the purpose of enabling Licensed Products to implement the Licensed Specifications. Subject to Apple's rights in and to the Licensed Technology and any Modifications, Licensee shall own all right, title and interest in and to any Derivative Code. Licensee, on behalf of itself and its Affiliates: (a) hereby grants to Apple a fully paid-up, royalty-free, worldwide, nonexclusive, non-sublicensable, irrevocable, perpetual license under any intellectual property rights owned, controlled or licensable by Licensee in and relating to the Derivative Code, to make, have made, use, purchase, sell, offer for sale, lease, import, export, or otherwise distribute or dispose of Apple products (including components) and services, and to practice and have practiced any method in connection therewith, by or for Apple; and (b) covenants not to assert any claims for infringement of its intellectual property rights in and to the Derivative Code, directly or indirectly, against any MFi Licensee or its customers for the manufacture, use, purchase, sale, offer for sale, license, lease, import, export, or other distribution or disposition of such other MFi Licensee's own 'Proposed Products' or 'Licensed Products' (each as defined in such MFi Licensee's agreements with Apple).

3.3. No Other Permitted Uses. Licensee agrees to use the Licensed Specifications, Source Code, and all other Licensed Technology solely to permit Proposed Products and Licensed Products to control, interface, communicate, or otherwise interoperate with Compatible Products in accordance with this Use License. Except as explicitly provided in this Use License, Licensee may not add to, delete from, extend, enhance, improve, modify or create any derivative works of any Licensed Technology, or modify any of the design, mechanical, electrical, or signal characteristics of any Licensed Technology, or use any Licensed Technology for any purpose not expressly permitted by this Use License. Licensee may not decompile, disassemble, or otherwise reverse engineer any software or hardware supplied or specified by Apple without Apple's express prior written consent, except to the extent permitted by applicable law that cannot be waived by this section. Nothing in this Use License shall be construed as an agreement to bring or prosecute actions against any third party that is infringing, misappropriating or violating any Licensed Technology. All rights not expressly granted in this Use License are reserved and no other licenses, immunity or rights, express or implied are granted, by implication, estoppel, or otherwise.

3.4. Reservation of Rights.

(a) Licensee agrees that the combination of a Licensed Product with any other item will not, by itself, affect the licenses granted hereunder with respect to such Licensed Product. No license, covenant or other form of immunity is granted by Apple under this Use License for any such combination or its use.

(b) This Use License does not grant any licenses, immunity, or rights, expressly or by implication, estoppel, or otherwise, to use any other trademarks or trade names belonging to Apple, including the iPod, iPhone, iPad, Apple Watch, Apple TV and AirPlay word marks and the iPod, iPhone, iPad, Apple Watch and Apple TV trade dress, in whole or combination, except as set forth in the published guidelines for using Apple trademarks at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html>, and Licensee agrees that it will comply with those guidelines as modified by Apple from time to time.

(c) Neither Licensee's submission of a Product Plan, Apple's approval of a Product Plan, the certification of a Proposed Product, nor any subsequent manufacture, distribution or sale of a Licensed Product grants Licensee any licenses, immunity, or rights, expressly or by implication, estoppel, or otherwise, to use any current or future patents, copyrights, trade secrets, or other intellectual property rights that are owned, controlled or licensable by Apple. Apple reserves the right to immediately cancel any Product Plan, revoke certification of any Licensed Product, and exercise any other right or remedy it may have if Apple determines, in its sole discretion, that a Proposed Product or Licensed Product (or any related Licensee activity) infringes or violates any Apple intellectual property right.

3.5. Licensee Representation. Licensee represents and warrants that: (a) it has no knowledge that any product of Apple, or any of its Affiliates, infringes any patent that is owned or controlled by Licensee or any of its Affiliates, and (b) it is not aware of any basis to render Apple's intellectual property rights in or to any Licensed Technology invalid or unenforceable.

X D
J N

3.6. No Transformation. Apple may provide Licensed Technology in different forms (documentation, specifications, hardware, software embedded in integrated circuits, etc.). Except as otherwise provided in this Use License, Licensee may not transform any Licensed Technology from one form to another form, even temporarily, without Apple's prior written approval.

3.7. No Counterfeits. Licensee and its Affiliates agree not to develop, manufacture, sell, offer for sale, distribute, or promote any counterfeit Apple product or product that infringes Apple intellectual property, or have any of the foregoing done on Licensee's or its Affiliates' behalf.

4. Logos and Fonts

4.1. Licensee's Use of Logos. Unless otherwise specified by Apple, Licensee must use the Logos specified in the MFi Identity Guidelines on applicable product packaging for each Licensed Product. Licensee may use the Logos in the user guide for each Licensed Product and in any advertisements, web pages, and other collateral materials promoting the Licensed Products. Subject to the terms of this Use License, Apple hereby grants Licensee a limited personal, non-exclusive, non-sublicensable, and non-transferable license to use the Logos for the foregoing purposes in compliance with the then-current version of the MFi Identity Guidelines. Apple may modify its Logos or MFi Identity Guidelines from time to time by providing updated versions on the MFi Portal. The most current Logos and MFi Identity Guidelines will govern Licensee's use of the Logos in connection with any Licensed Products manufactured 90 or more days after Apple provides such updated versions. This Use License does not permit the Logos to be affixed directly to any Licensed Product, to be displayed on the electronic display of a Licensed Product, or to be used on any labels affixed to any Licensed Product. Licensee will not use the Logos in any way not expressly permitted by this Use License.

4.2. Licensee's Use of Fonts. Apple may, from time to time, make Fonts available to Licensee through the MFi Portal. Apple hereby grants Licensee a limited, non-exclusive, personal, non-sublicensable, and non-transferable license under Apple's intellectual property rights in the Fonts to use and reproduce each Font solely to the extent necessary for the permitted use of such Font listed in the MFi Identity Guidelines, and subject to the terms and conditions of this Use License. If Apple makes a Font available but no permitted use for such Font is listed in the MFi Identity Guidelines, then Licensee may not use such Font for any purpose without Apple's prior written approval.

4.3. Compliance and Submission of Samples.

(a) Submission. Licensee shall submit to Apple for its approval a sample of product packaging for each Licensed Product at least three weeks prior to any commercial production of such packaging. Upon Apple's request, Licensee will also provide to Apple a sample of the user manual for each Licensed Product and any other materials on which the Logos or Fonts appear. Licensee will submit all required materials through the MFi Portal in the electronic format specified by Apple, and upon request provide physical samples of specified materials. Licensee will submit all samples at no cost to Apple, and Apple has no obligation to return them.

(b) Approvals. Apple will use commercially reasonable efforts to respond to Licensee's requests for approval within three weeks of receiving the applicable sample. Licensee must incorporate any of Apple's comments or edits before manufacturing or publishing any packaging or collateral material and will make no changes to the final approved version without Apple's prior written approval.

(c) Ceasing Use. Licensee must cease using the Logos or Fonts if Apple determines in its reasonable discretion that Licensee's use does not meet the requirements of this Use License. Licensee must use all reasonable efforts to cure any such deficiency as soon as possible. Apple's response (or failure to respond) to Licensee's request for approval will not waive Apple's right to object to any use of Apple Logos or Fonts that does not comply with this Use License. If Licensee falsely represents that it is in compliance with the MFi Identity Guidelines, then, in addition to the rights and obligations specified above, upon Apple's request Licensee must also remove all non-compliant packaging and other printed materials from distribution including by recalling finished goods from Licensee's distribution channels.

4.4. Ownership of Logos. As between the parties, each Logo is a proprietary mark owned solely and exclusively by Apple. Licensee acknowledges the value of the goodwill associated with the Logos and agrees that any goodwill from Licensee's use of the Logos exclusively inures to the benefit of and belongs to Apple. Licensee has no rights of any kind in or to the Logos except to the extent granted by this Use License. Licensee agrees that it will not do anything inconsistent with Apple's ownership of the Logos, such as filing any trademark application for identical or similar logos or trademarks anywhere in the world. Licensee may not use the Logos in any manner that suggests Apple's

endorsement or recommendation of the Licensed Product or otherwise creates a false association with Apple, nor may Licensee use the Logos on or in connection with anything that is unlawful or encourages unlawful conduct or in any manner that may be deemed in poor taste. Apple reserves all rights to control, commence, prosecute, or defend any action or claim concerning the Logos. Licensee will cooperate with Apple to maintain Apple's ownership of the Logos, and Licensee agrees to promptly provide notice of any claims relating to any of Apple's marks.

XD
JN

5. Modifications

5.1. Modifications by Apple. Apple may extend, enhance, create derivative works of, or otherwise modify the Licensed Technology at any time without notice. Modifications will not automatically be licensed under or subject to this Use License. Apple may, in its sole discretion, choose to license Modifications to Licensee under this Use License, or on different terms from those contained in this Use License, or not at all.

5.2. Incorporation of Modifications. Upon Apple's request, Licensee will incorporate Modifications in accordance with Apple's instructions and will discontinue manufacture, offering for sale, sale, and distribution or exploitation of all Licensed Products incorporating earlier versions of the Licensed Technology as soon as possible, but in any event no later than (a) 10 days after Apple's written notice, if the Modification relates to a security feature, or (b) 120 days after Apple's written notice, for all other Modifications. Modifications incorporated in accordance with Apple's instructions will be Licensed Technology licensed under the terms of this Use License. Licensee is solely responsible for verifying and certifying the compatibility of all Licensed Products with any Modifications licensed to Licensee and for obtaining any clearances or approvals necessary as a result of using the Licensed Product with the Modifications. Apple assumes no liability related to any changes in performance of Compatible Products, or additional regulatory requirements arising, in whole or in part, from the use of a Licensed Product with the Modifications.

6. Royalties and Quarterly Reports

6.1. Royalties. In consideration of the licenses granted in this Use License, Licensee agrees to pay Apple a royalty for each Licensed Product unit sold or otherwise distributed by or for Licensee or any of its Affiliates, to the extent a royalty for such Licensed Product is set forth on the then-current Royalty Schedule. Apple may add to, delete from, and otherwise change the Royalty Schedule from time to time by posting an update on the MFi Portal and providing notice to Licensee at least 120 days before an increase in royalty takes effect, or at least 5 days before a decrease in royalty takes effect. Apple may also charge additional royalties for new or additional Licensed Technology made available to Licensee during the Term. Upon completion of the applicable notice and waiting period, the then-current Royalty Schedule will supersede any prior Royalty Schedule.

6.2. Quarterly Reports and Payments.

(a) Licensee must submit a Quarterly Report to Apple within 30 days after the end of each calendar quarter, even if no Licensed Products were sold or otherwise distributed during such quarter. Quarterly Reporting must be completed through the MFi Portal or other submission mechanism or process specified by Apple. Apple will either approve the report or reject the report and inform Licensee that it must provide additional information regarding the report. After the Quarterly Report has been approved, an electronic invoice will be made available to the Licensee through the MFi Portal or other mechanism or process specified by Apple. Payment of this invoice must be made within 30 days of the date on which the electronic invoice is made available to the Licensee. The invoice number MUST be included along with the electronic payment, as Apple will not process any payments that fail to include the invoice number. All payments must be made in United States dollars in accordance with the then-current payment instructions provided by Apple.

(b) If royalties are more than five days past due, Licensee will pay interest on the late payment at a rate of two percent per annum above the Prime Rate as reported in the Wall Street Journal on the date of payment, provided, however, that if such rate exceeds the highest rate permitted by applicable law, then the rate will be the highest rate permitted by applicable law.

(c) Royalties accrued for each Licensed Product unit sold or otherwise distributed by or for Licensee or any of its Affiliates, and/or royalties paid in accordance with an approved Quarterly Report, are final and non-refundable. Licensee is not permitted, and will not be granted, a royalty credit or other credit for any Licensed Product previously sold or otherwise distributed and later returned to Licensee.

6.3. Taxes, Duties, and Other Charges. Licensee will report and pay all taxes, duties, levies, and charges due with respect to the Licensed Products or Licensee's activities in Licensee's country of residence and in any countries where such taxes, duties, levies, or charges may be imposed, including any withholding or non-income, indirect taxes. Licensee may not deduct any such taxes, duties, levies, or charges from any royalty payment due to Apple. Licensee agrees to indemnify and hold Apple harmless against any claims, causes of action, liabilities, damages, fines, costs, fees, and expenses (including attorney and other professional fees and expenses) arising out of Licensee's failure to pay or report any taxes, duties, levies, or charges imposed by any jurisdiction.

6.4. Acknowledgment. The royalties specified for this Use License are being adopted as a matter of mutual convenience to the parties based on the payment of a royalty on each sale or distribution of any Licensed Product to end-user customers, directly or indirectly through Licensee's Affiliates, resellers, and/or distributors, under a license to a portfolio of intellectual property rights.

6.5. Books and Records. Licensee must maintain all appropriate books and records reasonably required to verify Quarterly Reports for a period of three years after the end of the relevant calendar quarter.

7. Confidentiality

7.1. Obligations Regarding Confidential Information. Each party agrees to protect the other party's Confidential Information using at least the same degree of care that it uses to protect its own confidential information, but no less than reasonable care. The recipient agrees to use the discloser's Confidential Information solely for the purpose of exercising its rights and performing its obligations under this Use License. The recipient must not disclose or disseminate the discloser's Confidential Information to anyone other than its employees, or with respect to Apple, employees, contractors, and auditors, who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Confidential Information. The recipient may disclose the other party's Confidential Information to the extent required by law, provided that it takes reasonable steps to notify the other of such requirement before disclosing the Confidential Information and to obtain protective treatment of the Confidential Information.

7.2. Information Not Deemed Confidential. Apple works with many accessory developers and some of its products may be similar to or compete with Licensee's Proposed Products or Licensed Products. Apple may also be developing its own similar or competing accessories or may decide to do so in the future. To avoid potential misunderstandings, Apple expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any Other Licensee Disclosures. Licensee agrees that Other Licensee Disclosures will not be confidential even if Licensee has entered into a separate confidentiality agreement with Apple. Apple will be free to use and disclose Other Licensee Disclosures on an unrestricted basis without notifying or compensating Licensee. Licensee releases Apple from all liability and obligations that may arise from the receipt, review, use, or disclosure of Other Licensee Disclosures. Additionally, Confidential Information does not include information that: (a) is generally available to the public through no fault or breach of the recipient, (b) is independently developed by the recipient without the use of any of the other party's Confidential Information, or (c) was rightfully obtained from a third party who had the right to transfer or disclose it to the recipient without limitation.

7.3. Press Releases and Other Publicity. Licensee may not issue, or permit or authorize any third party to issue, any press releases or make any other public statements regarding the terms and conditions of this Use License, the details of the MFi Program, or the relationship of the parties, without Apple's express prior written approval.

8. No Apple Warranty, Indemnity or Support

8.1. No Warranty. The Licensed Technology and Compatible Products may contain errors that could cause failures or loss of data and may be incomplete or contain inaccuracies. Licensee expressly acknowledges and agrees that use of the Licensed Technology is at Licensee's sole and entire risk. THE LICENSED TECHNOLOGY AND LOGOS ARE LICENSED "AS IS" AND WITHOUT REPRESENTATION, WARRANTY, UPGRADES, OR SUPPORT OF ANY KIND. APPLE AND APPLE'S AFFILIATES, LICENSORS AND SUPPLIERS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 8 AND 9) EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF ACCURACY. APPLE DOES NOT WARRANT THAT THE LICENSED TECHNOLOGY OR COMPATIBLE PRODUCTS WILL MEET LICENSEE'S REQUIREMENTS, THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-

FREE, THAT DEFECTS IN THEM WILL BE CORRECTED, OR THAT THEY WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS OR SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY. APPLE PROVIDES NO ASSURANCES THAT THIS USE LICENSE CONTAINS ALL RIGHTS NECESSARY TO USE THE DOCUMENTATION OR THE LICENSED TECHNOLOGY, OR TO USE, MANUFACTURE, HAVE MANUFACTURED, OFFER TO SELL, SELL, IMPORT OR OTHERWISE DISTRIBUTE OR EXPLOIT ANY PROPOSED PRODUCT OR LICENSED PRODUCT, OR TO USE THE LOGOS, AND APPLE EXPRESSLY DISCLAIMS ANY WARRANTIES OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. As a condition to exercising the licenses and other rights granted in this Use License, Licensee assumes sole responsibility for securing any necessary intellectual property licenses and other applicable rights.

X D
J N

8.2. Indemnity. Licensee agrees to indemnify and hold Apple harmless, and at Apple's request, defend Apple, from and against any claims, causes of action, losses, liabilities, damages, fines, settlements, costs, fees, and expenses (including attorney and other professional fees and expenses) arising out of: (a) Licensee's use of the Logos; (b) Licensee's use of the Licensed Technology, including any claims that the combination of any Licensed Technology with any software, technology, intellectual property right, device, apparatus, assembly, data or other material not supplied by Apple infringes any patent, copyright, trade secret, or other intellectual property right; (c) the manufacture, use, promotion, distribution, sale, offer for sale, import, other distribution or exploitation or performance of any Licensed Product, including any personal injury claims, product liability claims, or claims relating to Additional Terms; (d) any act or omission of, or information or materials provided by Licensee in its capacity as a Designee; or (e) breach of this Use License by Licensee. Licensee will not, without Apple's prior written consent, make any admissions of liability, enter into any settlement that imposes any obligation on Apple, or publicize any settlement details relating to Apple. In addition, for any claims related to this Use License where Licensee does not have an indemnification obligation, Licensee shall provide all reasonable assistance to Apple and its counsel in connection with the defense, remedy or mitigation of such claims.

8.3. Exceptions. Notwithstanding the foregoing, Licensee shall have no obligation to defend, indemnify, or hold Apple harmless against any third party claim: (a) that Licensee's authorized use of the Logos, in accordance with the terms of this Use License, infringes such third party's trademark rights; or (b) resulting from the use, exploitation, or performance of a Licensed Product, if the claim would not have arisen without control of the Licensed Product by an App that is developed and marketed independently of, and without any support or assistance from, Licensee or its Affiliates.

9. Limitation of Liability

EXCEPT TO THE EXTENT SUCH A LIMITATION IS PROHIBITED BY LAW, IN NO EVENT WILL APPLE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, OR BUSINESS INTERRUPTIONS, ARISING OUT OF OR RELATING TO THIS USE LICENSE OR LICENSEE'S USE OR INABILITY TO USE THE LOGOS OR THE LICENSED TECHNOLOGY, PROPOSED PRODUCT, OR LICENSED PRODUCT, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL APPLE'S TOTAL LIABILITY TO LICENSEE FOR ALL DAMAGES AND CLAIMS UNDER OR RELATED TO THIS USE LICENSE EXCEED US\$50.00.

10. Term and Termination

10.1. Term. This Use License will become effective on the Effective Date and will continue in effect until terminated.

10.2. Termination for Cause. This Use License, and all licenses granted to Licensee hereunder, will terminate for cause immediately and automatically, without notice from Apple:

(a) If Licensee fails to access the MFi Portal during the preceding six-month period, fails to keep accurate contact information for Licensee's Account Administrator in the MFi Portal, or fails to pay any subscription fee or other fee associated with the MFi Program;

(b) if Licensee offers for sale, sells, distributes, or otherwise disposes of any product incorporating Licensed Technology without such product first passing all of the certification steps specified in this Use License;

- (c) if Licensee mishandles or generates fraudulent Authentication Entities;
- (d) if Licensee or any of its Affiliates commences, or otherwise engages in, an action for intellectual property infringement against Apple or its Affiliates, or takes any action inconsistent with Apple or its Affiliates' sole legal and beneficial ownership of any of Apple's trademarks;
- (e) if Licensee fails to cure any other breach of this Use License within 30 days after becoming aware of, or receiving notice of, such breach;
- (f) in the event of the circumstances described in Section 11.13 (Severability); or
- (g) if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or files or is the subject of a petition in bankruptcy;

10.3. Termination for Convenience. Either party may terminate this Use License effective 60 days after providing the other party written notice of its intent to terminate.

10.4. Termination of Licenses. Apple may terminate the licenses granted in Sections 2 and 4, or the entire Use License, effective immediately upon written notice to Licensee if there is a threat of or actual lawsuit relating to the Licensed Technology or Logos.

10.5. Effect of Termination.

(a) General. If this Use License is terminated for any reason, all licenses granted in Sections 2 and 4 will terminate and Licensee must immediately stop: (i) using or reproducing the Documentation; (ii) purchasing, leasing, licensing, or acquiring any Licensed Components; (iii) using any Licensed Technology; (iv) manufacturing or having manufactured any Proposed Products and Licensed Products; (v) using the Logos and Fonts; and (vi) selling or otherwise distributing Licensed Products. Licensee must also promptly return all copies of the Documentation, Apple Confidential Information, Authentication Entities and other Licensed Technology to Apple or, at Apple's option, destroy any or all of the foregoing, and certify such destruction.

(b) Termination by Apple for Convenience. If Apple terminates this Use License for convenience, Licensee may, subject to any applicable royalty or other obligations under this Use License, continue to offer to sell, sell, or otherwise distribute Licensed Products manufactured before the termination date, and to use the Logos in connection with such Licensed Products, for a period of 120 days after termination.

(c) Survival. Provisions that by their nature should remain in effect after termination of this Use License will survive, including Sections 1.5 – 1.8, 2.2, 2.3, 2.5, 2.6, 2.7, 3, and Sections 5 – 11. Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Use License in accordance with its terms. Termination of this Use License will be without prejudice to any other right or remedy Apple may have, now or in the future. Termination of this Use License does not terminate the MFi Program Enrollment Application Confidentiality Agreement which shall survive and remain in effect independent of this Use License.

11. Miscellaneous

11.1. Program Fees. Apple may charge subscription or other fees in order for Licensee to join the MFi Program and to remain an MFi Licensee. Licensee agrees to pay such fees in accordance with the payment terms and conditions provided in connection with Licensee's registration for the MFi Program, as such terms may be updated by Apple from time to time.

11.2. Changes to Licensed Specifications, Licensed Components, and Authorized Distributors. Apple may add to, delete from, and otherwise modify the list of Licensed Specifications, Licensed Components and Authorized Distributors from time to time by providing an updated list on the MFi Portal. The then-current lists shown on the MFi Portal will supersede any prior lists, effective as of the date of posting.

11.3. Designees. From time to time, Apple may permit a Designee of Licensee to take actions or submit information on Licensee's behalf. For example, Apple may allow Licensee's Designee to submit Product Plans for Licensee, or to procure Licensed Components for use in connection with Licensee's Proposed Products or Licensed Products. Licensee is solely responsible for any acts or omissions of its Designees in connection with this Use License.



11.4. Supplier Code of Conduct. During the Term, Licensee agrees to comply with the Code of Conduct.

11.5. Audits.

(a) Licensed Technology and Royalties. During the Term and for three years thereafter, Apple or an independent third party designated by Apple may, at any time, audit and inspect Licensee and its other suppliers to assess whether: (i) products that are manufactured, offered for sale, sold, distributed or otherwise disposed of by Licensee and that incorporate Licensed Technology have been certified in accordance with this Use License; (ii) Licensed Technology has been handled, stored, and disposed of in accordance with the terms of this Use License; and (iii) Licensee has paid all royalties due for Licensed Products, as applicable.

(b) Code of Conduct. During the Term, Apple or an independent third party designated by Apple may, at any time, audit Licensee's compliance with the Code of Conduct by inspecting and reviewing Licensee's facilities, practices, policies, and records and interviewing Licensee's employees. If Apple identifies any material non-conformance with the Code of Conduct, Licensee shall promptly implement corrective action to remedy any such non-conformances.

(c) Process. Apple will provide Licensee and its suppliers at least 5 days' notice before commencing an audit. Licensee will not in any way hinder or delay the execution of any audit. Licensee will be liable for the cost of an audit if it reveals that: (i) any Licensed Technology was not handled, stored, or disposed of as required; (ii) Licensee obtained Licensed Components from sources other than an Authorized Distributor, or obtained Authentication Entities from a source other than Apple or its permitted designee; (iii) Licensee manufactured, offered for sale, sold, distributed, or otherwise disposed of any counterfeit Licensed Components or Authentication Entities or any product incorporating Licensed Technology that has not passed all of the required certification steps specified in this Use License; (iv) Licensee is unable to account for more than 0.5% of all Licensed Components purchased during the period being audited; (v) Licensee is not in compliance with the Code of Conduct; or (vi) an underpayment or overpayment of five percent or more of applicable royalties is found. If an audit finds that Licensee has underpaid any royalties due under this Use License, then Licensee will, within 30 days after such finding, submit a corrected Quarterly Report and pay the full amount due together with interest thereon from the date payment was due until the date actually paid at the rate set forth in Section 6. The total of all amounts due for any audit must be paid to Apple no later than 30 days after the completion of the audit. If an audit is not completed within 45 days after commencement, then irrespective of the results of such audit, Licensee is responsible, and shall reimburse Apple, for all costs associated with that audit and incurred by Apple after the 45th day.

11.6. Relationship of Parties and Third-Party Beneficiaries. Nothing in this Use License creates an agency, partnership, joint venture, franchise, or employment relationship or fiduciary duty of any kind. Licensee will not have the power, and will not hold itself out as having the power, to act for or in the name of or to bind Apple. This Use License is not for the benefit of any third parties.

11.7. Insurance. Licensee will maintain general and product liability insurance sufficient to fully cover Licensee's risks and responsibilities under this Use License, and any claims arising out of, or in connection with, Licensee's development, manufacture, marketing, sale, distribution, or any other disposition of Licensed Products. Upon request, Licensee will provide Apple with proof of insurance.

11.8. Assignment. Licensee shall provide written notice of any acquisition of Licensee by any third party, any sale of all or substantially all of the stock or assets of Licensee to any third party, or any merger or change of control involving Licensee, in each case, no later than 10 business days after the occurrence thereof. Notwithstanding the foregoing, Licensee may not assign, delegate or transfer this Use License, or any of its rights or obligations hereunder (whether voluntarily, by operation of law, or otherwise) without Apple's prior written consent. Any attempted assignment, transfer or other delegation without such consent will be null and void and will constitute a material breach of this Use License. For the purposes of this subsection, a Change of Control is considered an assignment of this Use License. If Apple approves an assignment of this Use License then it will be binding upon, and inure to the benefit of, the parties and their permitted successors, transferees and assignees.

11.9. Independent Development. Nothing in this Use License will impair Apple's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Proposed Products, Licensed Products or any other products or technologies that Licensee may develop, produce, market, or distribute.

11.10. Export Control. Licensee will comply with all applicable laws and regulations (including any applicable laws and regulations relating to export, re-export, import, the U.S. Customs Trade Partnership Against Terrorism (C-TPAT), United States Export Administration Regulations, and applicable royalty withholding laws and regulations) and will defend, indemnify, and hold Apple and its Affiliates harmless from any expense or damage resulting from Licensee's violation or alleged violation of any such law or regulation. Licensee will not export or re-export Licensed Technology into (or provide any Licensed Technology to a national or resident of) any country embargoed by the United States or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders.

X D
J N

11.11. Notices. Unless otherwise provided herein, all notices under the Use License must be in writing. A notice from Apple adding or removing Licensed Technology or Authorized Distributors, regarding audits, modifying the Royalty Schedule or changing the process for reporting royalty payments or Quarterly Reports, or modifying the Certification Requirements, the Logos, or the MFi Identity Guidelines will be deemed given as of the date such notice is announced on the MFi Portal or when sent to Licensee at the email address for the Account Administrator provided by Licensee, whichever occurs earlier. A notice from Apple terminating this Use License will be deemed given when sent to Licensee at the email address for the Account Administrator provided by Licensee. Licensee expressly consents to receiving notices via the MFi Portal or by email. All other notices will be deemed given (a) when delivered personally, (b) one day after having been sent by commercial overnight carrier specifying next-day delivery with verification of receipt, and (c) three days after having been sent by first-class or certified mail postage prepaid. A copy of any notice sent to Apple must also be sent simultaneously to Apple's General Counsel at Apple Inc., One Apple Park Way, Cupertino, CA 95014, United States, or by fax to (408) 974-8530. Licensee must promptly update all Licensee contact information via the MFi Portal.

11.12. Waiver and Construction. Failure or delay by Apple to enforce any provision of this Use License will not be deemed a waiver of that or any future enforcement any provision of the Use License. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Use License. Section headings are for convenience only and are not to be considered in construing or interpreting this Use License. References to "Pages," "Sections," and "Attachments" are references to pages and sections of and attachments to this Use License. The word "herein" and words of similar meaning refer to this Use License in its entirety and not to any particular Section or provision. The word "party" means a party to this Use License and the phrase "third party" means any person, partnership, corporation, or other entity not a party to this Use License. The words "will" and "shall" are used in a mandatory, not a permissive or predictive, sense, and the word "including" is intended to be exemplary, not exhaustive, and will be deemed followed by "without limitation."

11.13. Severability. If a court of competent jurisdiction finds any provision of this Use License unlawful or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Use License will continue in full force and effect. However, if applicable law prohibits or restricts Licensee from complying with Sections 2 (Licensed Technology) or 4 (Logos and Fonts) or prevents the enforceability of either of those Sections, this Use License will immediately terminate and Licensee must immediately discontinue any use of the Licensed Technology and Logos as described in Section 10.

11.14. Dispute Resolution. All disputes arising out of or in connection with this Use License shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such rules, and shall be conducted according to the International Bar Association Rules on the Taking of Evidence in International Arbitration. The arbitration shall take place in San Francisco, California. The arbitration shall be conducted in English. The award shall be rendered within six months of the commencement of the arbitration, unless the arbitrators determine that the interest of justice requires that such limit be extended. The parties shall keep confidential: (a) the fact that any arbitration occurred, (b) any awards awarded in the arbitration, (c) all materials used, or created for use in, in the arbitration, and (d) all other documents produced by another party in the arbitration and not otherwise in the public domain, except, with respect to each of the foregoing, to the extent that disclosure may be legally required (including to protect or pursue a legal right), or to enforce or challenge an arbitration award before a court or other judicial authority. The arbitrators shall award to the prevailing party, if any, its costs and expenses, including its attorneys' fees. The prevailing party shall also be entitled to its attorneys' fees and costs in any action to confirm and/or enforce any arbitration award in any judicial proceedings. Nothing in the Use License shall prevent either party from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

11.15. Governing Law. This Use License will be governed by and construed and enforced under the laws of the State of Delaware, except that the arbitration clause and any arbitration hereunder shall be governed by the Federal

Arbitration Act, Chapters 1 and 2. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Use License.

X D
J N

11.16. Equitable Relief. Licensee hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, Licensee agrees that Apple will have the right to obtain immediate injunctive relief to enforce obligations under this Use License in addition to any other rights and remedies it may have.

11.17. Bankruptcy. The parties acknowledge and agree that the Licensed Technology is “intellectual property” as defined in Section 101(35A) of the United States Bankruptcy Code (the “**Code**”) and has been licensed hereunder in a contemporaneous exchange for value. The parties further agree that, in the event that any proceeding is instituted by or against either party under any law relating to bankruptcy, insolvency, or reorganization or relief of the debtors, the provisions of Section 365(n) of the Code will apply and that the other party may retain and may fully exercise all of its respective rights and elections under the Code. Upon written request from such other party to the party subject to such bankruptcy proceeding or the bankruptcy trustee of such party’s election, in each case, to proceed under Section 365(n), such party or bankruptcy trustee shall comply in all respects with Section 365(n), including by not interfering with the rights or retention of rights of such party as provided by this Use License.

11.18. Government End Users. If the Licensed Technology or any Licensed Components are supplied to the United States Government, they shall be classified as "restricted computer software" as defined in clause 52.227-19 of the FAR. The United States Government's rights to the Licensed Technology and Licensed Components are as provided in clause 52.227-19 of the FAR.

11.19. Entire Agreement; Modifications. This Use License (including all Attachments, Prior Supplements, any Product Plans approved by Apple, all documentation made available to Licensee through the MFi Portal, and the contents of the MFi Licensing Handbook) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings relating to its subject matter. Unless otherwise specified in this Section, this Use License explicitly supersedes any prior MFi License Agreement between the parties that has an effective date earlier than the Effective Date of this Use License (whether such agreement is titled “MFi Manufacturing License”, “MFi Development License”, “MFi/Works With Apple Manufacturing License”, “Made for Apple Manufacturing License” or otherwise). This Use License may be modified only (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Use License, by Apple by written notice to Licensee. The parties expressly acknowledge that they have received and are in possession of a copy of, or have been given electronic access to and have reviewed, any referenced item not physically attached to this Use License and any such item will be treated as if attached.

11.20. Québécois Licensee. If Licensee is located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Use License and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

11.21. Counterparts and Facsimile Signature. This Use License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Use License may be executed by facsimile (including PDF) or digital signature approved by Apple.

Acknowledged and agreed by their duly authorized representatives.

Apple Inc.

Licensee

By: _____
Name: Juliette Noh
Title: Director
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1

Definitions

X D

J N

“**Affiliate**” means a corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, or other business entity that controls, is controlled by, or is under common control of an entity, regardless of whether such control is continuously exercised, and where “control” means that entity possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise. An entity shall be considered an Affiliate if it meets the foregoing definition as of the Effective Date of this Use License, or otherwise meets the foregoing definition at any point during the Term. Licensee will cause any Licensee Affiliate that has access to any Licensed Technology to comply with all of the terms and conditions of this Use License, and Licensee shall be directly liable for any such breach by a Licensee Affiliate.

“**App**” means a software program designed to run on a Compatible Product that was developed using Apple’s macOS, iOS, tvOS or watchOS SDK pursuant to and in accordance with a Developer Program License Agreement.

“**App-Enabled Accessory**” means a Proposed Product or Licensed Product that controls or interfaces, communicates, or otherwise interoperates with a Compatible Product through an App in accordance with the Documentation and this Use License.

“**Apple**” means Apple Inc., a California corporation with its principal place of business at One Apple Park Way, Cupertino, California 95014.

“**Apple Confidential Information**” means the terms and conditions of this Use License, the Licensed Technology, and any other non-public information that Licensee learns about Apple’s products or its business in connection with this Use License or in connection with Licensee’s access to or use of any Licensed Technology.

“**Authentication Entity**” means a digital key, token, certificate, or other entity that Apple may provide to Licensee for the purpose of digitally signing a Licensed Product unit or for providing other authentication mechanisms between Licensed Products and Compatible Products.

“**Authorized Distributor**” means a distributor, vendor or manufacturer authorized by Apple to sell Licensed Components to Apple’s MFi Licensees, as listed on the MFi Portal.

“**Certification Requirements**” means the certification tests specified by Apple, the Certification Test Materials, and the process specified by Apple for submitting Certification Test Materials. Apple may modify the Certification Requirements at any time by providing updated Certification Requirements on the MFi Portal or otherwise providing notice to Licensee; however, the modified Certification Requirements will not apply retroactively to Licensed Products already certified in accordance with this Use License except where Apple chooses to exercise its rights under Section 1.3 (“Certification”) to require Licensee to recertify a Licensed Product.

“**Certification Test Materials**” means: (a) one or more reports in a form and format provided or approved by Apple that shows Licensee’s test results verifying compatibility of the Proposed Product with all Compatible Products, as applicable; (b) one or more samples of the Proposed Product; (c) any supporting materials required by Apple; (d) if the Proposed Product is an App-Enabled Accessory, an App that permits testing of all the functionality and features of the Proposed Product; and (e) any other equipment, materials or components necessary to test the compatibility of the sample.

“**Change of Control**” means (a) the reorganization, merger or consolidation, or sale or other disposition of substantially all of the assets of Licensee or (b) the acquisition by any individual, entity or group of the direct or indirect beneficial ownership of 50% or more of either Licensee’s then-outstanding shares of common stock or the combined voting power of the then-outstanding voting securities of Licensee entitled to vote generally in an election of directors.

“**Code of Conduct**” means, collectively, the Apple Supplier Code of Conduct and the Supplier Responsibility Standards found at: <http://www.apple.com/supplierresponsibility>.

“**Compatible Product**” means all Apple products that are designed to interoperate with one or more elements of Licensed Technology and, as applicable, are capable of downloading and executing macOS, iOS, tvOS or watchOS Apps.

“**Confidential Information**” means Apple Confidential Information or Licensee Confidential Information, as the case may be.

“**Derivative Code**” means modifications or derivative works of the Source Code created by Licensee.

“Designee” means an MFi Licensee that Licensee allows to take actions, or to submit information, on Licensee’s behalf in connection with Licensee’s Proposed Products, Licensed Products, or brand.

“Developer Program License Agreement” means an executed and in-effect agreement with Apple granting those licenses necessary to use Apple’s macOS, iOS, tvOS or watchOS SDK to develop and test Apps for use with Compatible Products.

“Documentation” means the Licensed Specifications, any mechanical, electrical, or signal characteristics, or any other specifications or documentation that Apple may make available or provide to Licensee relating to or for use in connection with Licensed Technology.

“Effective Date” means the date this Use License was signed by Apple.

“Final Assembler” means a contract manufacturer that owns or operates a manufacturing facility and (a) is party to a valid and effective MFi License Agreement permitting it to manufacture Licensed Products for other MFi Licensees, and (b) has passed a current MFi System Review as required by Apple, if such contract manufacturer will procure or handle Licensed Components.

“Font” means each font specified in the latest version of the MFi Identity Guidelines, to the extent such font is also made available to Licensee through the MFi Portal.

“Licensed Component” means a hardware component that is licensed by Apple for use by Licensee in a specified Licensed Product and that permits a Licensed Product to control, interface, communicate, or otherwise interoperate with a Compatible Product.

“Licensed Product” means a Proposed Product that (a) controls or interfaces, communicates, or otherwise interoperates with Compatible Products in accordance with the Documentation and this Use License, (b) has been self-certified (and also certified to Apple, if so specified) in accordance with Section 1, and (c) does not bear a Prohibited Brand, except as explicitly provided for in Section 1.

“Licensed Specifications” means the most current versions of each of the specifications, documents, SDKs and sample code files listed or provided to Licensee on the MFi Portal, as updated by Apple from time to time. Apple may make other such materials available to Licensee pursuant to supplemental terms and conditions on a case-by-case basis.

“Licensed Technology” means the Licensed Specifications, as amended by Apple from time to time, and any other Documentation, Licensed Components, Authentication Entities, devices, digital keys, key sets, Source Code, object code, Fonts, or other technology provided by Apple under this Use License for use by Licensee in connection with a Licensed Product.

“Licensee” means the legal entity named on the first page of this Use License.

“Licensee Confidential Information” means Licensee’s Quarterly Reports, the amount of any royalties paid by Licensee (if applicable), and information specifically related to and learned in the course of conducting an audit of Licensee’s compliance with the Code of Conduct.

“Logo” means each of the “Made for iPhone,” “Made for iPad,” “Made for iPod,” “Made for Apple Watch,” “Works with Apple HomeKit,” “Works with Apple AirPlay,” “Works with Apple CarPlay,” or other graphic designs specified in the MFi Identity Guidelines and provided in accordance with this Use License.

“MFi Identity Guidelines” means the most recent version of the identity guidelines that Apple makes available to Licensee through the MFi Portal (including the “MFi Identity Guidelines” and other associated identity guidelines for Licensed Technology), which are incorporated in this Use License by this reference.

“MFi License Agreement” means an MFi License, a version of such license agreements issued under a prior name (such as a Made for Apple or MFi/Works With Apple Development License, or Made for Apple or MFi/Works With Apple Manufacturing License), or other such license as Apple may offer from time to time to provide a third party with limited rights in and to the Licensed Technology.

“MFi Licensee” means an entity that has executed a valid and in-effect MFi License Agreement.

“MFi Licensing Handbook” means a document provided through the MFi Portal that includes then-current license program policies and procedures, and that may be updated, from time to time, by Apple.

“MFi Portal” means a web-based portal specified by Apple for the management of Licensee’s interactions with the MFi Program.

X D
J N

“MFi System Review” means a review process, as specified by Apple, including an evaluation by an Apple-designated auditor to confirm that Licensee has the necessary systems in place (including shop floor control systems) to ensure that Licensee can comply with all of its obligations under this Use License, including those related to the use and protection of Apple Confidential Information and control of Licensed Components. Licensee is responsible for all expenses associated with an MFi System Review.

“Modification” means any addition to, deletion from, or change to the substance or structure of Licensed Technology. Any Modifications licensed by Apple under this Use License will be deemed to be “Licensed Technology.”

“Other Licensee Disclosures” means information that Licensee may provide in connection with this Use License that is not expressly included in the definition of Licensee Confidential Information, including information about unreleased products.

“Prior Supplement” means a valid and effective supplement, addendum or side letter under a prior MFi License Agreement between Apple and Licensee, pursuant to which Apple licensed additional Licensed Technology to Licensee, provided such supplement, addendum or side letter has not expired, terminated, or been superseded by an updated version executed by the parties.

“Product Plan” means a non-confidential proposal in a format provided or approved by Apple that includes (a) a general description of each Proposed Product and its product category and features, and (b) any other information that Apple may request from time to time by written notice to Licensee or its Designee.

“Production Ready” means a pre-release version of a Licensed Product that: (a) controls, interfaces, communicates, or otherwise interoperates with Compatible Products in accordance with the Documentation and this Use License, (b) includes all design features and functionality of the Licensed Product, (c) is usable and stable enough to test, and (d) is substantially representative of the Licensed Product as it will be manufactured and placed into commerce.

“Prohibited Brand” means a brand or trademark that is identified by Apple on the MFi Portal as being prohibited.

“Proposed Product” means an unreleased product (a) that Licensee would like to develop, or is in the process of developing, for sale directly or indirectly to end-user customers, and (b) that will, if approved and certified pursuant to this Use License, control or interface, communicate, or otherwise interoperate with Compatible Products using Licensed Technology.

“Public Software” means any software that, as a condition of use, copying, modification or redistribution, (a) requires attribution, (b) requires such software and derivative works thereof to be disclosed or distributed in source code form, or (c) requires such software to be licensed for the purpose of making derivative works, or to be redistributed free of charge, commonly referred to as free or open source software, including software licensed under the GNU General Public License, Lesser/Library GPL, Mozilla Public License, Common Public License, Common Development and Distribution License, Apache, MIT, or BSD license.

“Quarterly Report” means a report in a form and format provided or approved by Apple listing the number of units of each Licensed Product sold or otherwise distributed during the relevant calendar quarter, the total royalty due for that Licensed Product (if applicable), and any other information sought in the Quarterly Report form provided by Apple.

“Royalty Schedule” means a schedule of royalties payable by Licensee for each Licensed Product unit sold or otherwise distributed by or for Licensee or any of its Affiliates, as made available by Apple through the MFi Portal or otherwise in connection with this Use License.

“Source Code” means the source code Apple makes available to Licensee through the MFi Portal or otherwise in connection with this Use License.

“Term” means the term of this Use License, described in Section 10.1.

“Use License” means this MFi License, including all of its Attachments, any Product Plans approved by Apple, all documentation made available to Licensee through the MFi Portal, and the contents of the MFi Licensing Handbook, each of which is incorporated by reference.

Xin Ding

Company Name: Dongguan Sig Electronics Co., Ltd
Name: Xin Ding
Title: President
Email: mfi@szsigor.com
Date: Tue Apr 13 2021 08:35:17 GMT

Juliette Noh

Company Name: Apple Inc.
Name: Juliette Noh
Title: Director
Email: mfiprogram@apple.com
Date: Tue Apr 13 2021 08:35:36 GMT