

PLEASE READ THE FOLLOWING ADDENDUM TO THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE LICENSED TECHNOLOGY, APPLE SOFTWARE OR APPLE SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO USE LICENSED TECHNOLOGY.

Proximity-Triggered Pairing Addendum (to the Apple Developer Program License Agreement)

This Proximity-Triggered Pairing Addendum (“**Addendum**”) is in addition to the terms of the Apple Developer Program License Agreement with Apple (“**Developer Agreement**”). To enter into this Addendum, You must be an organization that is a member in good standing of the Apple Developer Program, and You must have entered into the current terms of the Developer Agreement.

Defined terms not defined herein shall have the same meaning as set forth in the Developer Agreement. In the event of a conflict between this Addendum and the Developer Agreement (including the App Review Guidelines), this Addendum will control with respect to such conflict.

1. Definitions

“**Product Plan**” means a proposal in a format provided or approved by Apple including a description of each Proposed Proximity Pairing Enabled Accessory, its product category, features, and other information that Apple requests.

“**Apple Materials**” means the Documentation, including Licensed Specifications and other materials provided by Apple.

“**Compatible Apple Product**” means iPhone.

“**Licensed Proximity Pairing Enabled Accessory**” means a Proposed Proximity Pairing Enabled Accessory that (a) has been self-certified (and also certified to Apple, if specified) in accordance with the Licensed Specifications, (b) is for sale to end-user customers, and (c) has been granted explicit permission to use the Licensed Technology under this Addendum.

“**Licensed Specifications**” means the most current versions of the specifications, any mechanical, electrical, or signal characteristics, SDKs, self-certification guidance and tools, and sample code provided to You under this Addendum.

“**Licensed Technology**” means the Licensed Specifications, Apple Materials, digital keys, Source Code, object code, Fonts, access to Application Programming Interfaces (APIs), extensions, entitlements or other technology provided under this Addendum for use in connection with a Licensed Proximity Pairing Enabled Accessory.

“**Licensed Territory**” means the European Union.

“**Proposed Proximity Pairing Enabled Accessory**” means a non-Apple branded hardware device You manufacture or develop for sale to end-user customers that, if approved and certified pursuant to this Addendum, will interoperate with a Compatible Apple Product using Licensed Technology.

“**Proximity Pairing Enabled App**” means Your Application on the Compatible Apple Device that may enable pairing between the Licensed Proximity Pairing Enabled Accessory and the Compatible Apple Product.

2. Licenses and Restrictions

2.1 You may not use the Licensed Technology without Apple's express prior approval. To request access, You must submit a Product Plan for each Proposed Proximity Pairing Enabled Accessory via Apple's web-based portal, or other mechanism specified by Apple, and meet all requirements provided in this Addendum and in the Apple Materials.

2.2 You may use the Licensed Technology only with the Licensed Proximity Pairing Enabled Accessories and to the extent for which Apple approved use of the Licensed Technology. You agree to submit true, accurate, and complete information to Apple regarding Your requested use of the Licensed

Technology, and to update Apple according to instructions provided in the Apple Materials or web-based Portal if any of Your information changes.

2.3 Conditioned upon Apple's approval of Your Product Plan, completion of self-certification, submission of assets which comply with Apple Materials and Your receipt of explicit approval to use the Licensed Technology, Apple grants You a limited, non-exclusive, personal, revocable, non-sublicensable, and non-transferable license within the Licensed Territory during the Term to:

- (a) Incorporate Licensed Technology into Proposed Proximity Pairing Enabled Accessories for testing and to allow interoperation with Compatible Apple Products;
- (b) Manufacture Licensed Proximity Pairing Enabled Accessories incorporating Licensed Technology; and
- (c) Import, offer to sell, sell, and distribute Licensed Proximity Pairing Enabled Accessories to end users, directly or indirectly.

2.4 You agree to use the Licensed Technology only: (a) with the specific Licensed Proximity Pairing Enabled Accessories approved by Apple; (b) in accordance with Apple Materials; and (c) for the sole purpose of pairing with Compatible Apple Products. The Licensed Technology (in whole or in part) may not be used in any Licensed Proximity Pairing Enabled Accessory or other device in a manner that enables, facilitates, or supports pairing or connectivity with any device that is not a Compatible Apple Product. You may not use the Licensed Technology with accessories developed under other Apple agreements. You must retain all Apple copyright and proprietary notices. For the avoidance of doubt, any breach of this Section 2.4 constitutes a material breach of this Addendum.

2.5 Apple may disable any portion of the Licensed Technology at any time without notice to You and/or revoke Your permission to use the Licensed Technology if: (a) You have misrepresented to Apple any information submitted to Apple as part of Your Product Plan, self-certification or any other correspondence with Apple or submitted information to Apple that is not true, accurate or complete regarding Your requested use of the Licensed Technology or Proposed Proximity Pairing Enabled Accessory or have failed to update Apple according to instructions provided in the Apple Materials or web-based Portal if any of Your information changes, (b) Your Licensed Proximity Pairing Enabled Accessory has materially changed, (c) any portion of the Licensed Technology is cloned, circumvented, lost, stolen, intercepted, made public, or disclosed in an unauthorized manner; (d) Apple is required by a court order or other government authority to disable such portion of the Licensed Technology; (e) Apple does not have the rights necessary to grant the licenses set forth in this Addendum; (f) Apple reasonably believes there may be a security or safety issue (including potential physical harm to end users or others) relating to Your use of the Licensed Technology; or (g) You have materially breached this Addendum. Apple may require You to remove the Licensed Technology from Your Licensed Proximity Pairing Enabled Accessory and Your Proximity Pairing Enabled App; terminate this Addendum; block, hide, or remove Your Proximity Pairing Enabled App and/or other Applications from the App Store; block Your Applications from distribution on Apple platforms; and/or to suspend or remove You from the Apple Developer Program.

2.6 Apple may provide a development-only Profile for internal testing. You agree that provision of such Profile does not guarantee future approval of a product. Apple may revoke access to development-only Profiles at any time.

3. Proximity-Triggered Pairing Requirements

Your Licensed Proximity Pairing Enabled Accessory must meet the following Proximity-Triggered Pairing Requirements as well as the related Program Requirements contained in **Section 3.3 (Program Requirements)** of the Developer Agreement, as they may be modified by Apple from time to time:

3.1 You must use commercially reasonable efforts to prevent reverse engineering, decompiling, or disassembling of Licensed Technology. Apple may impose additional security requirements from time to time by written notice or updates to Apple Materials.

3.2 You will not combine Licensed Technology with Public Software (FOSS) in a manner that subjects Apple's IP Rights to open-source licensing terms.

3.3 Your Proposed Proximity Pairing Enabled Accessory and Licensed Proximity Pairing Enabled Accessory must not cause physical harm to the end user or others. Apple reserves the right to reject any

Proposed Proximity Pairing Enabled Accessory or revoke Your access to the Licensed Technology if Your accessory is deemed by Apple to cause, or be likely to cause, physical harm.

4. Submission to Apple

4.1 By way of such submission, You represent and warrant that

A. Your Proposed Proximity Pairing Enabled Accessories (i) comply with this Addendum, the Developer Agreement, the Program Requirements and the Proximity-Triggered Pairing Requirements, (ii) interoperate with Compatible Apple Products as per the Apple Materials, and (iii) meet all requirements in the Apple Materials, and Your representation and warranty shall be deemed to automatically apply to any changed or modified version of a Licensed Proximity Pairing Enabled Accessory.

B. If applicable, Your Proximity Pairing Enabled App complies with this Addendum, the Developer Agreement, the Program Requirements and the App Review Guidelines.

4.2 You will immediately suspend, or cause to be suspended, all manufacture, sales, and distribution of Licensed Proximity Pairing Enabled Accessories that do not comply with Your representation and warrant under **Section 4.1A** of this Addendum.

4.3 Apple is not responsible for any costs, expenses, or losses (including lost profits) You incur regarding Your development, even if Your Proposed Proximity Pairing Enabled Accessory is rejected.

4.4 You represent and warrant that You have all appropriate intellectual property rights (including, without limitation, trademarks and/or explicit permission to use the marks of others) for any assets that You provide to Apple to display on a Compatible Apple Product and the assets comply with the requirements in the Apple Materials. Furthermore, any such assets surfaced on the Compatible Apple Product must be relevant to Your accessory and appropriate for all audiences.

5. Your Acknowledgements

You acknowledge and agree that:

5.1 To the extent permitted by applicable law, Apple may at any time, and from time to time, with or without prior notice to You, modify, or reissue the Apple Materials or any part thereof. You understand that any such modifications may require You to change or update Your Licensed Proximity Pairing Enabled Accessories at Your own cost to ensure their continued operation.

5.2 You are fully responsible for testing Your Proposed Proximity Pairing Enabled Accessories, Your Licensed Proximity Pairing Enabled Accessories, and Your Proximity Pairing Enabled App (if applicable) and the use of the Licensed Technology with each new release of the Apple operating system and Compatible Apple Product.

5.3 You are solely responsible for complying with all laws, regulations and policies that may be applicable to Licensed Proximity Pairing Enabled Accessories and Your Proximity Pairing Enabled App (if applicable). You represent and warrant that You are in full compliance with all applicable laws, regulations, and policies in any jurisdiction where You engage in any activity related to the design, manufacture, marketing, sale or offer for sale, use, distribution, or operation of Licensed Proximity Pairing Enabled Accessories and Your Proximity Pairing Enabled App (if applicable). You must promptly notify Apple of regulatory complaints and, upon request, suspend sales. You are responsible for recalls and acknowledge that Licensed Technology is not for use in critical safety or life-support systems. You are solely responsible for manufacturing, or having manufactured, Licensed Proximity Pairing Enabled Accessories 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 Your Licensed Proximity Pairing Enabled Accessories.

You acknowledge that this Addendum does not grant You the right to develop, market, or distribute any Application. Certification and approval of a Proposed Proximity Pairing Enabled Accessory under this Addendum does not constitute approval of any associated Application for distribution.

5.4 You will not be permitted to access or use the Apple Materials, or the Licensed Technology after expiration or termination of this Addendum or the Developer Agreement. If You choose to stop using the Licensed Technology or do not intend to renew the Term of Your Developer Agreement, You must submit an update to your Licensed Proximity Pairing Enabled Accessories and Proximity Pairing Enabled App (if

applicable) removing the use of the Licensed Technology prior to the expiration of the term of this Addendum.

5.5 Apple may also list Your name, contact information, manufacturing capabilities (as provided by You) and description of any Licensed Proximity Pairing Enabled Accessory that You develop, manufacture or sell under Your own brand (including MSRP, product photos, countries of availability, and the URL for Your web site or the product page for the applicable Licensed Proximity Pairing Enabled Accessory) in a publicly available index of Licensed Proximity Pairing Enabled Accessories.

5.6 The Apple Materials, the Licensed Technology and any data from the use of the Licensed Technology, are provided by Apple to You on an "AS IS" and "AS AVAILABLE" basis. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL USE OF THE APPLE MATERIALS, LICENSED TECHNOLOGY, AND ANY DATA FROM THE LICENSED TECHNOLOGY IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND EFFORT IS WITH YOU. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE APPLE MATERIALS, LICENSED TECHNOLOGY, OR ANY DATA FROM THE LICENSED TECHNOLOGY, OR THEIR USE OR OPERATION ALONE OR IN COMBINATION WITH YOUR LICENSED PROXIMITY PAIRING ENABLED ACCESSORIES, PRODUCTS, SYSTEMS, OR SERVICES. APPLE DOES NOT WARRANT THAT THE APPLE MATERIALS, OR ANY DATA FROM THE USE OF THE LICENSED TECHNOLOGY WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE APPLE MATERIALS WILL BE CORRECTED, OR THAT THE APPLE MATERIALS, DOCUMENTATION, OR ANY DATA FROM USE OF THE LICENSED TECHNOLOGY WILL BE COMPATIBLE WITH ANY APPLE PRODUCTS, SOFTWARE OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES.

6. Changes to this Addendum; Termination of this Addendum

6.1 This Addendum shall apply to existing and future versions of the Developer Agreement into which You may enter.

6.2 Apple may terminate this Addendum in the event of a material breach by You of any of Your obligations under this Addendum, provided that: (i) Apple provides notice to You thereof, and (ii) such breach is not cured within thirty (30) days following the date such notice is deemed given. In addition, either party may terminate this Addendum upon sixty (60) days' prior written notice to the other party.

6.3 Termination of this Addendum will not constitute termination of the Developer Agreement; provided, however, that termination of the Developer Agreement will constitute termination of this Addendum.

6.4 If this Addendum is terminated for any reason, all licenses granted will terminate and You must immediately stop using Licensed Technology, manufacturing, distributing, and selling Licensed Proximity Pairing Enabled Accessories. You must return or destroy all Apple Materials and Confidential Information. Sections 1, 3, 5, and 6 survive termination. In the event of a conflict between this Addendum and the Developer Agreement, this Addendum will control with respect to such conflict.

6.5 Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Addendum in accordance with its terms, or the terms of the Developer Agreement. Termination of this Addendum will be without prejudice to any other right or remedy Apple may have, now or in the future.

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