



# MFi/Works With Apple Development License

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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 thereunder (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. In addition, in the event that Apple approves an assignment of this Use License, then this Use License will be binding upon, and inure to the benefit of the parties and their permitted successors, transferees and assignees.





### **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, Licensed Products or any other products or technologies that Licensee may develop, produce, market, or distribute.

### **No Guarantee of Production**

Licensee acknowledges that notwithstanding the granting of any licenses under this Use License, Apple has no obligation to license, and makes no guarantee that it will license, any third party for any commercialization or production of Licensed Products developed in accordance with this Use License.

### **Compliance with Laws**

Licensee will comply with all applicable laws and regulations (including any applicable laws and regulations relating to export, import, the U.S. Customs Trade Partnership Against Terrorism (C-TPAT), 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.

### **Notices**

Licensee must promptly update all Licensee contact information by using the tools provided in the MFi web-based portal, or by another mechanism as specified by Apple.

Unless otherwise provided for 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 Logos or Identity Guidelines, or terminating this Use License will be deemed given when sent to Licensee at the email address for the primary contact provided by Licensee, and Licensee expressly consents to receiving such notices by email. All other notices will be deemed given (i) when delivered personally, (ii) one day after having been sent by commercial overnight carrier specifying next-day delivery with written proof of delivery, and (iii) three days after having been sent by first-class or certified mail, postage prepaid, to the other party at the address below:

For notices to Apple:

To the address set forth in the definition of "Apple" in Schedule A: Attention: General Counsel

For notices to Licensee:

To the address provided by Licensee through the MFi web-based portal: Attention: General Counsel

A party may change its address by giving the other written notice as described above.

### **Waiver and Construction**

Failure by Apple to enforce any provision of this Use License will not be deemed a waiver of future enforcement of that or any other provision. 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 "Schedules" are references to pages and sections of and schedules 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."

### **Severability**

If a court of competent jurisdiction finds any part of this Use License unenforceable for any reason, that part of this Use License 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 fully and specifically complying with the Section of this Use License entitled "Licensed Technology" or "Logos" 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 the Section entitled "Term and Termination."

### **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 one arbitrator 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 arbitrator determines that the interest of justice requires that such limit be extended.

The parties shall keep confidential: (i) the fact that any arbitration occurred, (ii) any awards awarded in the arbitration, (iii) all materials used, or created for use in, in the arbitration, (iv) 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.

This Use License will be governed by and construed and enforced under the laws of the United States and 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.

#### **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.

#### **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"), as the same may be amended from time to time, that has been licensed hereunder in a contemporaneous exchange for value. Each party acknowledges that if such party, as a debtor in possession or a trustee in bankruptcy in a case under the Code, rejects this Use License, the other party may elect to retain its rights under this Use License as provided in Section 365(n) of the Code. Upon written request from such other party to such party or the bankruptcy trustee of such party's election to proceed under Section 365(n), such party or the bankruptcy trustee shall comply in all respects with Section 365(n), including by not interfering with the rights of such other party as provided by this Use License.

#### **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.

#### **Entire Agreement; Modifications**

This Use License (including all Schedules, all documentation made available to Licensee through the MFi web-based portal, and the contents of the MFi/Works With Apple Licensing Handbook) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings relating to its subject matter. It may be modified only (i) by a written amendment signed by both parties, or (ii) 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.

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.

#### **Electronic Signature**

The person signing this Use License on behalf of Licensee certifies (i) that he or she has authority to contractually bind Licensee to the terms and conditions of this Use License, and (ii) that Licensee's policies do not prohibit the acceptance and execution of terms and conditions in electronic form.

In addition to the foregoing, the parties consent to, and agree that, the use of a keyboard, mouse, or other device (i) to select an item, button, icon, or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using the MFi web-based portal, for the purpose of initiating, reviewing, modifying, or completing any transaction regarding the MFi Licensing Program (including any associated agreement, acknowledgment, or disclosure,) constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further acknowledge and agree that the taking of any such action is prima facie evidence of the intent to sign such agreement, acknowledgment, or disclosure. The parties additionally agree that no certification authority, or other third-party verification, is necessary to validate their respective electronic

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signature; and that the lack of such certification, or third-party verification, will not in any way affect the enforceability of such signature or any resulting contract, agreement, acknowledgement, consent, term, disclosure, or condition.

Accepted and agreed by their authorized representatives when an electronic signature for each party has been affixed to the last page of this Use License:



## Schedule A Definitions



Whenever capitalized in this Use License:

**“30-Pin Connector”** means the Apple proprietary 30-pin Dock Connector(s).

**“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 of this Use License. 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.

**“Apple”** means Apple Inc., a California corporation with its principal place of business at 1 Infinite Loop, Cupertino, California 95014.

**“Apple Lightning Connector”** means the Apple proprietary 9-pad Dock Connector(s).

**“Authorized Subcontractor”** means a contract manufacturer or other third party listed in a product plan submitted by an MFi/Works With Apple Manufacturing Licensee, and approved by Apple, and authorized to act as that MFi/Works with Apple Manufacturing Licensee’s agent to develop and/or manufacture Licensed Products solely for sale or distribution to that MFi/Works With Apple Manufacturing Licensee. Apple may revoke an Authorized Subcontractor’s authorization at any time, for any reason, provided it gives Licensee at least 60 days prior written notice.

**“Authorized Distributor”** means a distributor, vendor or manufacturer authorized by Apple to sell Licensed Components to Apple’s MFi/Works With Apple Licensees. Current Authorized Distributors (as of the Effective Date) are listed in Schedule B. Apple may remove or add Authorized Distributors at any time by providing written notice to Licensee.

**“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.

**“Compatible OS Product”** means all Apple products that are designed to interoperate with one or more elements of Licensed Technology and, when and as applicable, are capable of downloading and executing Mac OS, iOS, or watchOS Applications. For the purposes of this definition, Compatible OS Products shall include all iPod products that incorporate a 30-Pin Connector.

**“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 use of any Licensed Technology.

**“Derivative Works”** means modifications of the Source Code listed in Schedule B, or otherwise made available to Licensee through the MFi web-based portal, and created by Licensee in accordance with, and subject to, this Use License solely for the purpose of enabling an MFi Licensed Product to implement all or part of the Licensed Specifications.

**“Dock Connector”** means a Licensed Component designed to cooperatively fasten to a Compatible OS Product, and to facilitate the passage of electrical signals between that same Compatible OS Product and a Licensed Product. Dock Connector includes both the 30-Pin Connector and the Apple Lightning Connector, in each case including any associated receptacle that is also made available as a Licensed Component from an Authorized Distributor.

**“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 electronically signed by Apple.



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

**“Identity Guidelines”** means the most recent version of the document entitled “MFi/Works With Apple Identity Guidelines” that Apple makes available to Licensee, and which is incorporated in this Use License by this reference.

**“Licensed Component”** means a hardware component licensed by Apple for use by Licensee in association with the development of a Licensed Product. Licensed Components permit a Licensed Product to control or interface, communicate, or otherwise interoperate with a Compatible OS Product. A list of Licensed Components is provided in Schedule B, and Apple may add to, delete from, or modify the list of Licensed Components in Schedule B by providing written notice to Licensee. A Licensed Component may only be used in a Licensed Product if it has been set forth in a product plan for such Licensed Product, submitted to Apple by an MFi/Works With Apple Manufacturing Licensee, and that product plan is approved by Apple.

**“Licensed Product”** means a product that (i) controls or interfaces, communicates, or otherwise interoperates with Compatible OS Products in accordance with the Documentation and this Use License, (ii) has been manufactured by an MFi/Works With Apple Manufacturing Licensee in accordance with a valid and in-effect MFi/Works With Apple Manufacturing License, and a product plan that has been approved by Apple, and (iii) does not bear a Prohibited Brand.

**“Licensed Specifications”** means the most current versions of each of the documents and sample code files listed in Section 1 of Schedule B, as amended by Apple from time to time.

**“Licensed Technology”** means the Licensed Specifications, as amended by Apple from time to time, and any other Documentation, Licensed Components, 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 the development of a Licensed Product.

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

**“Logo”** means each of the graphic designs specified in the Identity Guidelines and provided in accordance with this Use License.

**“MFi License”** means an MFi or MFi/Works With Apple Development License, MFi or MFi/Works With Apple Manufacturing License, MFi or MFi/Works With Apple Adjunct Technology Development 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.

**“MFi/Works With Apple Licensing Handbook”** means a document provided through the MFi web-based portal that includes then-current license program policies and procedures, and that may be updated, from time to time, by Apple.

**“MFi/Works With Apple Manufacturing Licensee”** means a company or other entity who has a valid, and currently in-effect, MFi Manufacturing License.

**“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.”

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

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

**“Prohibited Brand”** means a brand or trademark identified by Apple as being prohibited and communicated to Licensee via the MFi web-based portal, or in a separate written notice sent directly to Licensee.

**“Proposed Product”** means an unreleased product (i) that Licensee would like to develop, or is in the process of developing, for sale directly or indirectly to end-user customers, and (ii) that will, if approved and certified in accordance with a product plan submitted by an MFi/Works With Apple Manufacturing Licensee, control or interface, communicate, or otherwise interoperate with Compatible OS Products using Licensed Technology.

**“Source Code”** means the source code referred to in Schedule B or otherwise made available to Licensee by Apple through the MFi web-based portal.

**“Term”** means the period described in the first paragraph of Section 9.

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**“Use License”** means this MFi License, including all of its Schedules, all documentation made available to Licensee through the MFi web-based portal, and the contents of the MFi/Works With Apple Licensing Handbook, each of which is incorporated by reference.





## Schedule B

### Licensed Specifications, Components and Authorized Distributors

#### 1. Licensed Specifications (including Source Code)

- a. MFi Accessory Firmware Specification
- b. MFi Accessory Hardware Specification
- c. MFi Accessory Testing Specification
- d. Accessory Interface Specification
- e. iPod Authentication Coprocessor 2.0B Specification
- f. iAP2 Sample Source Code
- g. AirPlay Audio POSIX Receiver (Source Code)
- h. WAC POSIX Server (Source Code)
- i. CarPlay Communications Plug In (Source Code)
- j. HomeKit Accessory Protocol Specification
- k. MFi/Works With Apple Identity Guidelines

#### 2. Licensed Components

- a. 30-Pin Connector(s)
- b. Apple Lightning Connector(s)
- c. Authentication Coprocessor(s)
- d. MFi Development Tools
- e. Headset Remote Transmitter Chip(s)
- f. Lightning Audio Module(s)
- g. Magnetic Charging Module(s)

#### 3. Authorized Distributors

**Avnet Inc.**  
2105 Lundy Avenue  
San Jose, CA 95131  
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*Dan Gooday*

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*Donald Ginsburg*

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