

**Z-WAVE CONTROLLER DEVELOPMENT KIT LICENSE AGREEMENT**

This **Z-Wave Controller Development Kit License Agreement** (“Agreement”) is made and entered into on the last date signed below by and between Sigma Designs, Inc. (“Sigma”) a California corporation, having its principal place of business at 47467 Fremont Blvd., Fremont, CA 94538, and \_\_\_\_\_ (“Company”), with its principal place of business at \_\_\_\_\_ . This Agreement sets forth the terms and conditions that govern transactions related to Company’s usage of Sigma’s Z/IP, Z-Ware and other tools for integration into Company’s products.

**1. AGREEMENT DEFINITIONS.**

- 1.1. **“Sigma Program”** means any software products, documentation, or tools owned or licensed by Sigma that Sigma makes available to Company for download to facilitate the Company’s access to, operation of, and/or use on a third party Cloud Service identified in Exhibit A of this Agreement. A Sigma Program includes but is not limited to the Z-Ware for CE Software Development Kit (hereinafter, “SDK”), Z-Ware for Portal SDK, Z-Ware Applications, and the Z/IP Gateway SDK.
- 1.2. **“Company Application”** means all software programs, including any source code for such programs, that Company may provide, load onto, or create using a Sigma Program.
- 1.3. **“Company Content”** means all text, files, information, and other content and material (other than Company Applications), in any format, provided by Company that reside in, or run on or through, a third party Cloud Services Environment.
- 1.4. **“Cloud Services”** or **“Cloud Services Environment”** means, a third party Cloud Service and/or Cloud Service Environment that Company intends to utilize to run a Company Application that has been developed using the Sigma Program.
- 1.5. **“Certification”** or **“Certify”** means the process that Company must follow in accordance with the terms and conditions of this Agreement to have “Company Product(s),” meaning those products containing the Company Application or any other program developed using the Sigma Program provided hereunder, certified as Z-Wave compliant before the market launch of such Company Products or the distribution of the Company’s Application in Company’s Product to end-users.

**2. DEVELOPMENT LICENSE GRANT.** Subject to the terms and conditions of this Agreement and for valuable consideration, Sigma grants to Company a non-exclusive, non-transferable, royalty-free license to use the Sigma Program solely to develop Applications for Company Products that exclusively utilize Z-Wave radio. Company may modify the sample source code included in the Sigma Program and include all or part of such sample source code in a Company Application; use and link the Z-Wave communication protocols (“*Z-Wave Protocols*”) as needed for an Application; *provided*, however, that the Z-Wave Protocols may not be modified, decompiled, or reverse-engineered in any form or any manner. No implied license is granted and all rights not expressly granted herein to Company are retained by Sigma and its licensors.

**3. LICENSE LIMITATIONS.** Except as expressly provided in this Agreement, Company shall have no right to, and shall not, (i) sublicense, transfer, distribute or otherwise disclose the Sigma Program in source or in binary form, or any portion of it, to any third party who is not a holder of the Z-Wave Controller Development Kit and who has not signed a Z-WAVE CONTROLLER

DEVELOPMENT KIT AGREEMENT with Sigma, as verified by Sigma; (ii) copy or use the Sigma Program for any purpose except only as strictly necessary for the normal operation and authorized use of the Sigma Program; alter, modify, translate, decompile, disassemble or otherwise reverse engineer any portion of the Sigma Program; (iii) attempt to derive the source code of any portion of the Sigma Program that has not been otherwise provided in source code; (iv) prepare derivative works of the Sigma Program except as authorized in this Agreement; (v) use, or permit any use of, the Sigma Program to develop an Application that would commit, or facilitate the commission of, any crime or other illegal or tortious act; (vi) use the Sigma Program to develop applications non-Z-Wave based applications (e.g., ZigBee, Bluetooth, SMART, Wi-Fi, etc.); (vii) publish any Sigma Program command or device classes or any portion of the Company Content or Company Application that would publish or make publicly available the Sigma Program command or device classes; or (viii) distribute any documentation provided with the Sigma Program to any third party. For the avoidance of any doubt, Company may only distribute a fully Z-Wave Certified binary code.

**4.0 DISTRIBUTION LICENSE GRANT. CERTIFICATION PROCESS.** Subject to the terms of this Agreement, Sigma grants to Company, and Company hereby accepts, a world-wide, non-exclusive, non-transferable, royalty-free, revocable only as set forth in Section 9 (Termination), license (without the right to assign, transfer or convey such rights, in whole or in part) for use of the Sigma Program as by Company for the following: (i) a license to use the Sigma Program for the purposes of incorporating the Sigma Program into the Company Product and designing, developing, and testing the Company Product; and (ii) a license to manufacture or have manufactured Company Product containing the Sigma Program, the design of which is based in whole or in part on the Sigma Program, by manufacturer(s), provided that the Company Product is submitted and passes Certification prior to the manufacturing the Company Product or distributing the Company Product to end-users, as set forth in Section 4.1 through Section 4.4 in this Agreement. Failure to abide by the requirements of Section 4.1 through 4.4, or the license grant and limitations set forth in Section 2 and Section 3 shall constitute a material breach of this Agreement.

**4.1 Z-WAVE™ CERTIFICATION PROGRAM.** Sigma's Z-Wave Certification Program is required to ensure that the Company Application is compliant with the Z-Wave standard. Prior to the Company marketing or distributing any Company Products, Company Application to end users, Company shall submit all such Company Products, Company Application to the Z-Wave Certification program. Details on the Z-Wave Certification program can be found on Sigma's website at [www.z-wave.sigmadesigns.com](http://www.z-wave.sigmadesigns.com) or can be otherwise obtained from Sigma. After a Company Product has passed the Z-Wave Certification program, Sigma or the applicable Sigma-authorized third party certification laboratory will issue a Z-Wave compliant certificate. Only after a Company Product has passed the Certification process, may Company sell or distribute the Company Product, Company Application to end users. Company understands that failure to Certify the Company Products through Sigma's Z-Wave Certification program will result in the failure of the Company Product to be interoperable with other Z-Wave devices. Sigma's Z-Wave Certification Program is a two-part process:

- (a) **Z-WAVE™ TECHNICAL CERTIFICATION:** Company Product or Company Application must pass the Technical Certification component in order to ensure that the Company Product or Company Application will be interoperable within the Z-Wave network at market launch.
- (b) **Z-WAVE™ MARKETING CERTIFICATION:** Company Product packaging and materials must pass the Marketing Certification component in order to ensure that the Company is following the Z-Wave guidelines related to proper logo use and placement.

**4.2 DUTY TO USE Z-WAVE LOGO.** After a Company Product or Company Application has passed the Z-Wave Certification Program, Company may not market or distribute such Company Product or Company Application without displaying the Z-Wave trademark and logo (the “Trademark”), specifications of which will be supplied by Sigma after Company Product or Company Application has passed the Certification Program.

**4.3 TRADEMARK LICENSE.** Sigma hereby grants to Company a limited, non-exclusive, non-transferable, royalty-free right and license to use Sigma’s “Z-Wave” trademark and logo (the “Trademark”) solely for use by Company on the Z-Wave Certified Company Products or Company Application, and on promotional and marketing materials for such products. Sigma shall have the right to approve the form and manner of use of the Trademark. When using the Trademark, Company shall indicate Sigma’s ownership of the Trademark. Sigma will provide to Company specifications and requirements for the exact use of the Trademark and Company agrees to meticulously follow all specifications and requirements of Sigma for the Trademark. All use by Company of the Trademark shall inure to the exclusive benefit of Sigma. Except as expressly authorized by this Section 4, Company will not make any use of Sigma’s trademarks, service marks or trade names. Company agrees to affix its own trademark(s) to the products in such a manner and physical location that there is no confusion between the Trademark and Company’s mark and the Trademark is not adversely affected.

**4.4 OWNERSHIP OF TRADEMARK.** Company acknowledges and agrees that: (i) it will not have or acquire any right in or to the Trademark; (ii) Sigma owns the exclusive right, title and interest in and to the Trademark; and/or (iii) Company will not, directly or indirectly, in any country or location, dispute the ownership of the Trademark. Company agrees that it will not adopt, use or register as a trademark, service mark, trade name, business name, corporate name or any part thereof, any word or symbol or combination thereof that is identical or confusingly similar to the Trademark. Company shall promptly notify Sigma of any infringement or potential infringement, imitation or misuse of any Trademark that comes to Company’s attention, and shall assist Sigma, at Sigma’s request, in any infringement action by Sigma to enforce Sigma’s rights.

**5. OWNERSHIP.** All right, title, and interest in Company Content and Company Applications will belong to the Company. Sigma retains all ownership and intellectual property rights to the Sigma Program, and derivative works thereof, and to anything developed or delivered by or on behalf of Sigma to Company under this Agreement. Licensee agrees that it will promptly disclose to Sigma information about all modifications and improvements it makes to the Sigma Program, and provide copies of such modifications and improvements to Sigma at Sigma’s request. Licensee agrees that all such modifications and improvements shall be owned by Sigma and shall be deemed included the Sigma Program licensed hereunder. To effectuate such ownership, Licensee hereby assigns, and agrees to assign, to Sigma all right, title and interest in such modifications and improvements to the Sigma Program and all related inventions, including all Intellectual Property Rights therein and thereto. Notwithstanding the foregoing, Company undertakes to and covenants with Sigma that it will not (and it shall procure that its affiliates, product developers, authorized purchasers, and licensees will not) commence or threaten any lawsuit or other proceedings against Sigma or its affiliates, or any of their respective licensees or customers, in any jurisdiction, where such proceedings allege infringement of said party’s Intellectual Property rights in any modifications made by Company.

**6. DELIVERY.** Subject to the terms and conditions of this Agreement, delivery of the Sigma Product to Company shall be downloaded from the Z-Wave Technical support website after the execution of this Agreement.

- 7. FEES AND PAYMENT.** If Company is purchasing the Sigma Program (Z-Wave Controller Development Kit) from Sigma, Company shall pay to Sigma the fees set forth on Exhibit A, without setoff. In the event that Company is purchasing the Sigma Program from an intermediary distributor, Company shall make payment directly to such distributor. Invoices are due and payable net thirty (30) days from date of invoice, subject to credit approval. Sigma's obligation to deliver the Sigma Program is subject to approval by Sigma's credit department and Company's continued credit compliance. Sigma reserves the right to change any credit and/or payment terms extended to Company at any time and from time to time if Sigma believes, in good faith, that there has been an adverse change in credit worthiness of Company. In such case Sigma may, at its option require partial or full payment in advance from Company. All overdue amounts shall bear interest at the rate of 1.5% per month, or the highest rate permitted by applicable law, whichever is more. Company will be responsible for the payment of any sales, value-added or other similar taxes imposed by applicable law.
- 8. SUPPORT AND UPDATES.** Sigma reserves the right to make changes or updates to the Sigma Program (such as technical configurations, upgrades, bug fixes, application features, etc.) during the term of this Agreement to reflect changes in technology and/or industry practices. Company shall accept all such changes or updates to the Sigma Program. Sigma will use commercially reasonable efforts to ensure that the changes to the Sigma Program will not result in a material reduction in the level of performance of the Company Content or Company Application that was created using the Sigma Program. Sigma may provide basic training and development support in connection with Company's use of the Sigma Program at no further charge to Company, however Sigma will not provide support for modified versions of the software provided in the Sigma Program whether in source code or binary code form. Training and development support will be provided to such extent and in such manner (typically by phone and/or email) as Sigma, at its sole discretion, determines to be reasonable.
- 9. TERM; TERMINATION.** This agreement shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue for two (2) years. Upon expiration of the initial term, this Agreement shall automatically renew for successive twelve (12) month periods ("Renewal Period"), unless Company provides Sigma with written notice no later than thirty (30) days prior to the end of the applicable term not to renew the Agreement. Company may terminate this Agreement at any time upon the provision of written notice to Sigma. Without prejudice to any other right or remedy which may be available to it, Sigma shall be entitled to terminate this Agreement immediately if Company: (i) ceases the development, commercialization and/or support of Company Product and/or Company Application; (ii) commits a material breach of any term hereof that is incapable of cure, including but not limited to an assignment or attempted assignment in violation of this Agreement, and/or a material breach of any term hereof that is capable of cure but remains uncured thirty (30) days after notice from Sigma to Company of the existence of such breach; (iii) makes any voluntary arrangement with its creditors for the general settlement of its debts or becomes subject to the supervision of a bankruptcy tribunal; and/or (iv) has an order made against it, or passes a resolution, for its winding-up or has a lien holder take possession or has a receiver or similar officer appointed over all or substantially all of its property or assets. Upon termination of the Agreement, Company must cease using the Sigma Program or distributing Company Products to end-users that incorporate the Sigma Program and must return or destroy any materials provided under this Agreement within fifteen (15) days of the date of termination. Notwithstanding

anything to the contrary contained herein, Sections 1, 2, 3, 5 through 23 shall survive any termination of this Agreement.

**10. CONFIDENTIALITY.** Company shall treat Sigma's Confidential Information with the same standard of care that Company uses to safeguard its own valuable confidential information of like nature from unauthorized access, use, disclosure or dissemination, but not with less than reasonable care. "Confidential Information" means any non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, facilities, technical data, Licensed Materials, and equipment), which is designated as "Confidential," "Proprietary" or some similar designation or which the recipient has reason to know is treated as confidential by the discloser. Company shall use Confidential Information including its tangible embodiments only in accordance with the provisions of this Agreement. Company may provide the Confidential Information to its employees only on a need to know basis. All employees of Company who receive Confidential Information of Sigma must be bound by customary confidentiality obligations. Notwithstanding the foregoing, the Company may use or disclose Confidential Information if and only to the extent: (i) it is required to do so by law provided that the receiving party gives the disclosing party sufficient notice to enable it to seek an order limiting or precluding such disclosure; or (ii) the disclosing party gives its prior written authorization to do so which is signed by an officer of the disclosing party. Each party agrees to keep confidential and not to disclose the terms and conditions of this Agreement to any third party other than: (i) in confidence to its affiliates, actual or potential investors, banks, lawyers, accountants and other professional advisors, and (ii) in connection with the enforcement of its rights under this Agreement. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." SIGMA DOES NOT MAKE ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

**11. SECURITY AND PROTECTION OF COMPANY DATA.** Without limiting Sigma's obligation of confidentiality as further described herein, Sigma has no obligation to establish and maintain a data privacy and information security program with regard to Company's use of any third party Cloud Service. For the avoidance of doubt, Sigma shall not be responsible for physical, technical, security, administrative, and/or organizational safeguards that are designed to ensure the security and confidentiality of the Company Content or Company Application in any third party Cloud Service that Company chooses to utilize.

**12. WARRANTIES; DISCLAIMER OF WARRANTY.** THE SIGMA PROGRAM AND ANY RELATED DOCUMENTATION OR TOOLS IS PROVIDED TO COMPANY "AS IS" AND "WITH ALL FAULTS", WITHOUT WARRANTY OF ANY KIND FROM SIGMA. COMPANY ASSUMES ALL RISKS THAT LICENSED MATERIALS ARE SUITABLE OR ACCURATE FOR COMPANY'S NEEDS AND COMPANY'S USE OF THE SIGMA PROGRAM IS AT COMPANY'S OWN DISCRETION AND RISK. SIGMA DOES NOT GUARANTEE THAT THE USE OF THE SIGMA PROGRAM IN A THIRD PARTY CLOUD SERVICES WILL BE: (A) PERFORMED ERROR-FREE OR UNINTERRUPTED; (B) THAT SIGMA WILL CORRECT ANY THIRD PARTY CLOUD SERVICE ERRORS; (C) THE THIRD PARTY CLOUD SERVICES WILL OPERATE IN COMBINATION WITH COMPANY'S CONTENT OR COMPANY APPLICATIONS THAT UTILIZE THE SIGMA PROGRAM; (D) OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY SIGMA. COMPANY ACKNOWLEDGES THAT SIGMA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS

FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SIGMA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH ISSUES. SIGMA IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE THIRD PARTY CLOUD SERVICES THAT ARISE FROM COMPANY CONTENT, COMPANY APPLICATIONS OR THIRD PARTY CONTENT. SIGMA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT OR SERVICE OR THE SIGMA PROGRAM, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THE SIGMA PROGRAM OR THIRD PARTY CONTENT OR SERVICES. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE. SIGMA OFFERS NO WARRANTY OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

**13. LIMITATION OF LIABILITY.** NEITHER SIGMA NOR ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR THE LIKE), ARISING OUT OF THIS AGREEMENT WHETHER BASED ON BREACH OF CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, OR COMPANY'S USE OF OR INABILITY TO USE THE DELIVERABLES AND/OR CONFIDENTIAL INFORMATION, EVEN IF SIGMA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR OTHERWISE SHOULD KNOW ABOUT THE POSSIBILITY OF SUCH DAMAGES. THE COLLECTIVE LIABILITY OF SIGMA, ITS AFFILIATES AND ITS SUPPLIERS, AND COMPANY'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY COMPANY TO SIGMA HEREUNDER OR U.S. \$100.00. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**14. HIGH RISK ACTIVITIES.** The Sigma Program is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Sigma Program, or Company Applications created using the Sigma Program, could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Sigma and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

**15. RELATIONSHIP BETWEEN PARTIES.** Sigma and Company are independent contractors with respect to each other, and not partners or agents of each other, and neither party has any authority to bind the other party in any manner whatsoever.

- 16. EXPORT.** COMPANY ACKNOWLEDGES THAT THE LICENSED TECHNOLOGY INCLUDES ENCRYPTION SUBJECT TO UNITED STATES LAWS AND REGULATIONS FOR EXPORT AND REEXPORT PURPOSES. COMPANY MUST COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO LICENSED MATERIALS. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS, AND END USE. COMPANY AGREES THAT IT WILL NOT EXPORT, RE-EXPORT OR TRANSFER THE SIGMA PROGRAM, MODIFICATIONS, CONFIDENTIAL INFORMATION OR ANY PRODUCTS DEVELOPED WITH OR UTILIZING THE SIGMA PROGRAM, MODIFICATIONS OR CONFIDENTIAL INFORMATION, IN VIOLATION OF ANY APPLICABLE LAWS OR REGULATIONS OF THE UNITED STATES OR THE COUNTRY WHERE THE DELIVERABLES OR CONFIDENTIAL INFORMATION WERE OBTAINED. COMPANY IS RESPONSIBLE FOR OBTAINING ANY LICENSES OR AUTHORIZATIONS REQUIRED TO EXPORT, RE-EXPORT, TRANSFER OR IMPORT ANYTHING DEVELOPED HEREUNDER.
- 17. FORCE MAJEURE.** Sigma shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Sigma will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, Sigma may cancel an affected order upon notice. This Section does not excuse Company's obligation to pay for the Sigma Program.
- 18. GOVERNING LAW AND JURISDICTION.** This Agreement is governed by the substantive and procedural laws of the State of California, excluding its conflict of law rules. Sigma and Company agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. THE PARTIES EXCLUDE IN ITS ENTIRETY THE APPLICATION TO THIS AGREEMENT OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
- 19. NOTICE.** All notices of termination or breach must be in English, in writing given by recognized delivery service or personal delivery addressed to the other parties Legal Department. The address for notices to Sigma's Legal Department is 47467 Fremont Blvd., Fremont, CA 94538. Notice will be treated as given on receipt, as verified by written receipt. Either party may change the address for notice hereunder by providing the other party with ten (10) days written notice thereof.
- 20. ASSIGNMENT.** This Agreement may not be assigned or transferred by Company without the prior written consent of Sigma. All other assignment is void. As used in this Agreement, the following shall be deemed an assignment or transfer: (i) any dissolution, merger, consolidation, or other reorganization of or affecting Company, whether or not Company is the surviving corporate entity; and (ii) the sale or transfer, by one or more transactions, of stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Company's capital stock issued, outstanding and entitled to vote for the election of its directors.
- 21. NO THIRD PARTY BENEFICIARIES.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.

**22. SEVERABILITY.** In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and a valid, legal and enforceable provision of similar intent and effect shall be substituted for such invalid, illegal or unenforceable provision. A waiver of any default hereunder or of any of the terms or conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.

**23. ENTIRE AGREEMENT; AMENDMENT.** This Agreement (including Exhibits) constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties relating to such subject matter. No modifications to this Agreement shall be enforceable except when in writing and signed by an authorized signatory of each party.

This Agreement is hereby executed by the parties' duly authorized representatives.

Signatures:

**Sigma Designs, Inc.**

**Company Name:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Title: \_\_\_\_\_

Date:

Date:





**Exhibit A to SIGMA DESIGNS, INC.  
Z-WAVE CONTROLLER KIT LICENSE AGREEMENT**

1. Applicable Fees: [this Section shall NOT apply in the event that Company purchases the license to the Sigma Program from a third party distributor]:

<b>Product</b>	<b>Amount</b>
SIGMA PROGRAM	USD \$1,000.00

Please obtain wire transfer instructions from Sigma.

2. Third Party Cloud Service used, if any: