

Z-WAVE DEVELOPMENT KIT AGREEMENT

Agreement # _____

This Z-Wave Development Kit Agreement ("Agreement") is entered into this ____ day _____, 2010 ("Effective Date") by and between:

The Undersigned:

SIGMA DESIGNS, INC., a California corporation with its principal place of business at [insert] (Hereinafter called "Sigma")

[Company]
A _____ corporation with its principal place of business at [Address]

(Hereinafter called "Licensee")

Licensee Product: Licensee's _____ products/ platform.

RECITALS

WHEREAS, Licensee desires to obtain from Sigma or its Distributor, as applicable, a development kit and license to the Z-Wave technology to enable Licensee to develop software applications for products incorporating the Z-Wave technology; and

WHEREAS, Sigma is willing to license a Z-Wave development kit and Z-Wave technology to Licensee or to support the license of a Z-Wave development kit by its Distributor by licensing software and Z-Wave technology to Licensee, in each case upon the terms and conditions of this Agreement.

NOW, THEREFORE, Sigma and Licensee hereby agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

(a) "Application" means a software application that Licensee develops hereunder for Licensee Products which use Sigma's Z-Wave technology and that is either included in an ASIC or in another IC contained in a Licensee Product, and any Licensee updates and improvements to such software application.

(b) "ASIC" means a standard Sigma application specific integrated circuit which will contain the Z-Wave protocol and may also contain an Application, when same are loaded into the ASIC by Licensee.

(c) "Distributor" means a distributor of Sigma products that is authorized by Sigma to distribute Z-Wave DKs and ASICs to customers in the territory where Licensee is located.

(d) "Intellectual Property Rights" means all current and future patent rights, copyrights, moral rights, rights of priority, trade secrets, mask work rights, topography rights, know how, industrial design rights, trademarks (including service marks), trade dress and other similar intangible rights, whether registered or unregistered, which may exist anywhere in the world, and all applications and registrations with respect to any of the foregoing.

(e) “*Licensee Product*” means the device, system, subsystem or module identified on the first page of this Agreement, or a device, system, subsystem or module later identified on Exhibit A from time to time, for which Licensee develops an Application hereunder, and which includes or contains an ASIC containing the Z-Wave protocol and such Application (either contained in the ASIC or in another IC).

(f) “*DK*” means the set of digital files including software, sample source code, application programming interface(s) (APIs), tools, libraries and data, hardware, documentation and other materials, whether tangible or intangible, and in whatever form or medium, identified by Sigma as the Z-Wave Development Kit (or Z-Wave DK) and any Sigma-issued updates and improvements thereto. The DK includes the Z-Wave Technology.

(g) “*Z-Wave Technology*” means the Z-Wave radio frequency based digital communications technology, including node transceiver hardware and the Z-Wave communications protocol software stack, data and API.

2. License Grant.

2.1 Distributor Sale. If the license to the DK is purchased by Licensee from a Distributor, this Agreement shall be executed by and between Licensee and Sigma, and the following shall apply:

(a) The purchase and sale of the license to the DK takes place between Distributor and Licensee, and Licensee shall pay the fee agreed upon between Distributor and Licensee directly to Distributor and the provisions of Section 3 and Exhibit A part 1 hereof shall not apply.

(b) Distributor has the overall responsibility to deliver the DK to Licensee. However, the software portion of the DK will be delivered and licensed to Licensee only by Sigma pursuant to the terms and conditions of this Agreement, which delivery and license is conditioned upon the due execution of this Agreement by Licensee.

2.2 License Grant. Subject to the terms and conditions of this Agreement, including payment in full of the applicable fees, Sigma grants to Licensee a personal, revocable, non-exclusive, non-transferable (except as permitted in Section 9.4), royalty free license, without right to sublicense, to do any and all of the following:

(a) Install and use the software portion of the DK on personal computers located at all times on Licensee’s premises, and use the DK, strictly in accordance with the provisions of this Agreement, only to develop Applications for Licensee Products.

(b) Modify the sample source code included in the DK and include all or part of such sample source code in an Application, and replicate and distribute same but only as part of the permitted replication and distribution of such Application.

(c) 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.

(d) Include the Z-Wave Protocols and also the Application, if applicable, into up to 500 ASICs (per Application) purchased by Licensee from Sigma (or Distributor, as applicable), and cause up to 500 prototype Licensee Products (which include the ASIC with Z-Wave Protocols and such Application) to be manufactured, and use and distribute such prototype Licensee Products only for evaluation and testing by Licensee and its customers. Licensee agrees that such prototype units may not be distributed commercially or for profit, but may be provided to customers for a nominal fee for evaluation and testing. ASICs may not be distributed separately but only as an integral part of a Licensee Product.

No implied license is granted and all rights not expressly granted herein to Licensee are retained by Sigma and its licensors.

2.3 Delivery. Subject to the terms and conditions of this Agreement, delivery of the DK to Licensee will take place as follows. If Licensee purchases the license to the DK from Sigma, then Sigma will be responsible for delivering the tangible portions of the DK to Licensee. If Licensee purchases the license to the DK from a Distributor, then such Distributor will be responsible for delivering the tangible portions of the DK to Licensee. In either case, the software portions of the DK will be licensed and delivered to Licensee only by Sigma, in electronic format, by making them available to Licensee for download from Sigma's ftp site.

2.4 Restrictions; Obligations.

(a) Licensee shall not copy the DK or any portion thereof (including any Z-Wave Technology) except only as strictly necessary for the normal operation and authorized use of the DK.

(b) Licensee shall not, directly or indirectly, distribute or otherwise make available in any form, to any third party the DK or any part thereof, including, without limitation, as part of an Application, without in each instance obtaining the prior written consent of Sigma; *provided*, however, that the sample source code or derivative works thereof may be included in the Application (as authorized in Section 2.2(b)). Without limiting the foregoing, Licensee shall not lease, assign, sublicense, rent, loan, transfer, disclose or otherwise make available the DK or any part thereof. The DK may be used only on a strict need-to-know basis (i) by employees of Licensee who are bound by customary confidentiality obligations; and (ii) by contractors of Licensee (a) who have signed written agreements with Licensee before receiving the DK under which (1) Licensee is the owner of any intellectual property, including any Application, developed by such contractors, and (2) such contractors are obligated to observe confidentiality obligations and use and other restrictions concerning the DK at least as stringent as those contained herein, and (b) who use the DK and related Confidential Information only in the performance of services for Licensee and only for the benefit of Licensee. Licensee shall be fully liable to Sigma for any and all acts and omissions of its contractors relating to the DK, or any Z-Wave Technology contained therein, in the same manner and to the same extent as if Licensee itself had done such acts or omissions.

(c) Unless and then only to the extent that enforcement is prohibited by applicable law, Licensee shall not reverse assemble, decompile, disassemble, decrypt, extract, or otherwise reverse engineer or attempt to derive the source code of any portions of the DK not provided in source code or human readable form or permit any other person to do so.

(d) Except as expressly provided herein (i) Licensee shall not modify or prepare derivative works of the DK or any part thereof, or (ii) use or distribute any ASIC units, the DK or any part thereof.

(e) Licensee shall not use, or permit any use of, the DK to develop an Application that would commit, or facilitate the commission of, any crime or other illegal or tortious act.

(f) Licensee shall comply with all applicable laws and regulations.

2.5 Ownership of DK and Z-Wave Technology.

(a) The DK, and the Z-Wave Technology contained therein, is owned by Sigma, constitutes copyrighted material of Sigma and constitutes and contains Confidential Information of Sigma. The DK, and all copies thereof, will remain the property of Sigma and are licensed, not sold, under this Agreement. This Agreement does not transfer or assign to Licensee any Intellectual Property Right in or to the DK, the Z-Wave Technology or any part thereof.

(b) Licensee agrees that it will promptly disclose to Sigma detailed information about all modifications and improvements it makes, whether alone or together with Sigma, to the Z-Wave Technology and all related inventions, and provide copies of such modifications and improvements and information on such related inven-

tions to Sigma. Licensee agrees that all such modifications and improvements shall be owned by Sigma and shall be deemed included in the DK licensed to Licensee 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 Z-Wave Technology and all related inventions, including all Intellectual Property Rights therein and thereto.

(c) Subject to Sigma's ownership of the DK (including the Z-Wave Technology) and all related inventions and Intellectual Property Rights in the DK (including Z-Wave Technology), if the parties cooperate in the development of an Application, ownership of related inventions and copyrightable materials shall be as follows:

(i) Any inventions conceived or reduced to practice solely by Sigma employees shall belong to Sigma and any inventions conceived or reduced to practice solely by Licensee's employees shall belong to Licensee. Each party may decide, in its discretion, whether it will attempt to secure patent protection or protection under other Intellectual Property Rights for its respective inventions.

(ii) Any and all inventions made jointly by one or more employees of one party with one or more employees of the other party relating to such Application, and any patents issuing thereon, shall be jointly owned by both parties, as equal tenants in common. For each such jointly owned invention, each party has the right to grant licenses to third parties without accounting to or consent of the other party. All expenses incurred in obtaining and maintaining any patent issuing on a jointly owned invention shall be equally shared by the parties. Prior to filing any patent application for a jointly owned invention, the parties shall discuss and agree on which of them shall file and prosecute such application or registration and in which country or countries such application or registration shall be filed. If one party elects not to seek or maintain such protection for a jointly owned invention in any particular country or not to share equally in the expenses thereof, the other party shall have the right to seek or maintain such protection in said country at its own expense and shall have full control over the prosecution and maintenance thereof even though title to any such patent issuing thereon shall be jointly owned. The party which elects not to share expenses shall nevertheless reasonably assist the other party, at no expense to the other party, in connection with the preparation, filing or prosecution of such patent application or registration on such joint invention. Each party shall cause the appropriate inventor(s) to execute assignments and other instruments and documents as may be reasonably necessary or appropriate to carry out the intent of this Section.

(iii) If employees of each party contribute copyrightable subject matter to the Application, then the copyright in the Application shall be jointly owned by Sigma and Licensee, as equal tenants in common, and without right to an accounting. For each such jointly owned copyright, each party has the right to grant licenses to third parties without accounting to or consent of the other party.

2.6 Covenant to Sign Documents. Each party covenants on behalf of itself, and its successors and assigns, to promptly execute, with acknowledgment and affidavit, if required, and deliver any and all documents and writings which the other party may reasonably request in order to evidence, perform or effectuate the ownership and other provisions of this Agreement.

2.7 Updates. Sigma has no obligation to provide to Licensee any update to the DK but may provide update(s) to Licensee from time to time in Sigma's sole discretion.

2.8 Cooperation with Licensee Application Development Efforts. Sigma will, at no further charge to Licensee but subject to availability, provide basic training and development support in connection with Licensee's use of the DK, to such extent and in such manner (typically including phone and email) as Sigma in its sole discretion may determine from time to time.

3. Fees; Taxes.

3.1 Fees and Payment. Licensee shall pay to Sigma the fees set forth on Exhibit A, without setoff. Invoices are due and payable net thirty (30) days from date of invoice, subject to credit approval. Sigma's obligation

to ship the ASICs is subject to approval by Sigma's credit department and Licensee's continued credit compliance. Sigma reserves the right to change any credit and/or payment terms extended to Licensee 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 Licensee. In such case Sigma may, at its option, (i) require partial or full payment in advance, or (ii) demand, as an express condition to the sale that Licensee establish in favor of Sigma an irrevocable letter of credit, confirmed by a Singapore bank acceptable to Sigma, payable to Sigma in U.S. dollars on presentation of a sight draft, a copy of a commercial invoice, a packing list, and a bill of lading indicating delivery to a carrier of the ASICs for delivery to Licensee. In such event, if Licensee refuses to accept such change in credit terms the applicable order shall be cancelled without liability arising therefrom to either party. If Licensee has its principal place of business outside the Singapore, Sigma reserves the right to bill in United States Dollars or in the currency of the country in which the ASICs are shipped. All overdue amounts shall bear interest at the rate of 1% per month, or the highest rate permitted by applicable law, whichever is less, until paid in full. Interest shall accrue on a daily basis.

3.2 Taxes. The fees payable hereunder do not include, and Licensee will pay or reimburse Sigma for, any sales, use, value added or other taxes based on or measured by amounts payable to Sigma hereunder (excluding only taxes based on Sigma's net income) or any export, import or other governmental charges and any interest or penalties assessed on any of the foregoing.

4. No Trademark License. This Agreement does not authorize Licensee to use, and does not constitute or include a trademark license to, the trademark and logo "Z-Wave" or any other name, trademark, service mark or logo of Sigma or any third party.

5. Confidentiality.

5.1 Confidential Information. The parties acknowledge that: (i) the DK, including the Z-Wave Technology, has been developed at considerable time and expense and is confidential to and contains valuable trade secrets of Sigma, regardless of whether so marked; and (ii) technical information and product roadmaps relating to Licensee Products are confidential to Licensee, regardless of whether so marked; and (iii) any other information that the parties desire to exchange to conduct the activities contemplated by this Agreement and which the disclosing party ("Discloser") has prominently marked (in human readable form) as "confidential" or "proprietary" or words of similar import (collectively, the "Confidential Information") are confidential information of Discloser. However, Confidential Information shall not include any information that: (1) is or becomes a part of the public domain through no act or omission of receiving party ("Recipient"); or (2) was in Recipient's lawful possession without restriction on disclosure prior to the receipt of such information from the Discloser; or (3) is lawfully disclosed to Recipient by a third party without restriction on disclosure; or (4) is independently developed by Recipient without use of or reference to the Confidential Information.

5.2 Confidentiality Obligation. Recipient shall treat Discloser's Confidential Information with the same standard of care that Recipient 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. Recipient shall use Confidential Information including its tangible embodiments only in accordance with the provisions of this Agreement. Recipient may provide the Confidential Information to its employees only on a need to know basis. All employees and contractors of Recipient who receive Confidential Information of Discloser must be bound by customary confidentiality obligations.

5.3 Notification. Recipient shall notify Discloser in writing immediately upon discovery of any unauthorized use, access or disclosure of any Confidential Information of Discloser. Recipient shall take all reasonable steps necessary (i) to recover any Confidential Information improperly used, accessed or disclosed, (ii) to minimize the effects of such improper use, access or disclosure, and (iii) to prevent further unauthorized use, access or disclosure. Recipient shall bear all costs and expenses of such steps. Licensee, as Recipient, shall further fully cooperate with Sigma, at Sigma's request, in Sigma's efforts to regain possession of the DK and any Z-Wave Technology, to prevent further unauthorized use, access or disclosure of Confidential Information and to minimize the effects of any

such improper use, access or disclosure or other breach of security.

5.4 Term of Confidentiality; Exceptions. The confidentiality obligations and use restrictions for any Confidential Information shall be in effect during the term of this Agreement and shall survive indefinitely thereafter until one of the exceptions of Section 5.1 applies to such Confidential Information. The prohibitions on disclosure of Confidential Information contained in this Section 5 shall not apply to the extent certain Confidential Information is required to be disclosed by Recipient as a matter of federal, state or local law or by order of a court or other legal process, or in connection with a securities filing, *provided* that Recipient uses reasonable efforts to provide Discloser with prior notice of such obligation to disclose (where legally permitted) and reasonably assists in obtaining a protective order therefor or in otherwise limiting such disclosure.

5.5 Injunctive Relief. Licensee expressly acknowledges and agrees that a threatened or actual violation by Licensee of any provision of this Section 5 or of Section 2 will cause irreparable injury to Sigma for which Sigma will not have an adequate remedy at law. Sigma expressly acknowledges and agrees that a threatened or actual violation by Sigma of any provision of this Section 5 will cause irreparable injury to Licensee for which Licensee will not have an adequate remedy at law. Therefore, in the event of any such an actual or threatened violation by a party, the other party shall be entitled to temporary or permanent injunctive relief or other equitable remedies, in each case without the posting of any bond or other security. Nothing in this Section shall be construed as preventing the other party from pursuing any and all remedies available to it for a threatened or actual violation of any provision of this Agreement, including recovery of monetary damages from the breaching party.

5.6 Confidentiality of Agreement. 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, and (iii) as may be required by law, including, without limitation, in connection with the requirements of a public offering or securities filing, and (iv) in confidence in connection with a merger or acquisition or a proposed merger or acquisition, and (v) by Sigma to the extent the terms and conditions are its then standard terms and conditions. The existence of this Agreement is not confidential.

6. No Warranty. The DK, including the Z-Wave Technology, and the ASICs are each provided "**AS IS**," without any warranty of any kind. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SIGMA HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY, OF SATISFACTORY QUALITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. Limitation of Liability. IN NO EVENT (BUT ONLY TO THE MAXIMUM EXTENT UNDER APPLICABLE LAW) SHALL SIGMA BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, CONTRACTS, BUSINESS, REVENUES, GOODWILL OR REPUTATION AND/OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, REGARDLESS OF WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE DK, ANY Z-Wave TECHNOLOGY, OR THE USE OF OR INABILITY TO USE THE DK, ANY Z-Wave TECHNOLOGY OR ANY APPLICATION, EVEN IF SIGMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT (BUT ONLY TO THE MAXIMUM EXTENT UNDER APPLICABLE LAW) SHALL SIGMA'S LIABILITY TO LICENSEE UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF THE LICENSE FEE RECEIVED BY SIGMA FOR THE APPLICABLE DK GIVING RISE TO THE LIABILITY. The foregoing limitations shall apply even if a remedy fails of its essential purpose.

8. Term and Termination.

8.1 Term. This Agreement will remain in effect for twenty four (24) months from the Effective Date, unless sooner terminated as provided below. At the end of such period, this Agreement shall automatically renew from year to year unless terminated by either party by giving written notice of termination to the other party not less than sixty (60) days prior to the second or later anniversary date on which such termination is to take effect. This Agreement may also be terminated earlier as provided below.

8.2 Termination. Either party may terminate this Agreement at any time immediately upon written notice to the other party if the other party is in material breach of any provision of this Agreement, which breach remains uncured for at least 30 days (5 days for non-payment of money or breach of Section 5) following written notice of such breach demanding its cure. For clarification, any violation or breach of any provision of Section 2, 3 or 5 shall constitute a material breach.

8.3 Effect of Termination. Upon termination of this Agreement for whatever reason (including expiration), Licensee shall promptly cease using the DK and return the original to Sigma (if and to the extent feasible) and destroy all copies, partial or complete, of the DK. At Sigma's request, Licensee shall certify to Sigma in writing, signed by an officer of Licensee, that the DK, and all copies thereof, including partial copies, have been either returned to Sigma or destroyed and that no copy of the DK or any Z-Wave Technology (other than the Application itself) remains in Licensee's possession or under its control. Upon such termination, sales of ASICs to Licensee may continue pursuant to the terms and conditions of a separate agreement with Sigma (or a Sigma distributor). Licensee acknowledges that Sigma shall not be liable for damages of any kind on account of the termination or expiration of this Agreement in accordance with its terms, including damages for loss of goodwill, prospective profits or compensation for or reimbursement of any services, expenditures, investments or commitments made by Licensee.

8.4 Remedies; Survival. Termination pursuant to Section 8.2 hereof shall be in addition to any and all other rights and remedies that Sigma may have against Licensee, and all such remedies shall be cumulative and may be exercised singularly or concurrently. In addition to this Section 8.4, the following Sections shall survive the termination of this Agreement for whatever reason (including expiration): Sections 1, 2.4, 2.5, 2.6, 3, 5, 6, 7, 8.3 (and other provisions as applicable) and 9.

9. Miscellaneous.

9.1 Export Regulations. Licensee acknowledges that the DK and related technical data are subject to U.S. export control laws and regulations, including the U.S. Export Administration Regulations from time to time in effect, and may be subject to export or import laws and regulations of Singapore and other countries. Licensee acknowledges that the DK includes encryption software that may be controlled for import and export purposes and that the Application may also contain encryption. Licensee agrees to comply strictly with all applicable export and import laws and regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the DK, any part thereof, and any Application.

9.2 Governing Law; Venue; Jurisdiction. This Agreement is made under and shall be governed by and construed and enforced in accordance with the laws of the State of California, and controlling U.S. federal law. Choice and conflict of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes and legal actions in connection with the subject matter of this Agreement shall be adjudicated in state or federal courts in the county of Santa Clara, in the State of California, U.S.A. Each party hereby consents to jurisdiction of the state or federal courts in the county of Santa Clara, in the State of California, U.S.A., and waives any right such party may have to oppose the jurisdiction of such courts and agrees that venue in such courts shall be proper.

9.3 Notices. All notices must be in writing and shall be deemed given and effective when delivered either in person or by means evidenced by a delivery receipt, addressed to the persons signing this Agreement at their respective addresses specified in the first paragraph of this Agreement, and in case of a notice to Sigma, with a second notice to: Sigma Designs Technology Singapore Pte. Ltd., [insert Singapore address]. Attn.: Contracts Admin-

istration. Email: [legal@sdesigns.com].

9.4 Benefit; Assignment. The provisions herein are for the benefit of the parties only and not for the benefit of any other person or entity. This Agreement may not be assigned or transferred by Licensee without the prior written consent of Sigma. 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 Licensee, whether or not Licensee 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 Licensee's capital stock issued, outstanding and entitled to vote for the election of its directors.

9.5 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. The terms and conditions of this Agreement shall further supersede all pre-printed terms and conditions contained in any purchase order or other business form submitted hereafter by either party to the other. This Agreement may not be changed or amended except by a writing, stating that it is an amendment to this Agreement, executed by both parties hereto.

9.6 Independent Contractors. The parties 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.

9.7 Severability. If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, then such provisions are hereby waived or amended to the extent necessary for this Agreement to be otherwise enforceable in such jurisdiction. However, if in Sigma's opinion deletion or amendment of any provision of this Agreement by operation of this paragraph significantly compromises the rights or increases the liabilities of Sigma or its licensors/suppliers, Sigma reserves the right to terminate this Agreement without any liability to Licensee.

9.8 Interpretation; Counterparts. This Agreement shall be interpreted fairly in accordance with its terms and without strict construction in favor of or against either party and ambiguities shall not be interpreted against the drafting party. In construing or interpreting this Agreement, the word "or" shall mean either or both, and the word "include" or "including" shall not be limiting or exclusive. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same document. Execution of this Agreement evidenced by facsimile signature shall constitute due execution thereof and a photocopy or facsimile copy of the executed Agreement shall be binding on and admissible by the parties to the same extent as an executed original.

9.9 FORCE MAJEURE. Sigma shall not be liable for any loss or damage which may be incurred as a result of any failure or delay in performing its obligations under these terms and conditions due to causes beyond its reasonable control. Such cause includes, without limitation, any act of God, war, riot, strike, fire, storm, flood, earthquake, civil unrest or physical violence, terrorist attack or sabotage, shortage or unavailability of labor, fuel, transportation facilities or material, labor dispute, vendor failure, any act of any government or agency thereof, or any judicial action. In the event of any such excused delay or failure of performance, the date of delivery shall, at the request of Sigma, be deferred for a period equal to the time lost by reason of the delay. Sigma shall notify Buyer in writing of any such event or circumstance within a reasonable time after it learns of same. If a force majeure event prevents performance of a purchase order by Sigma for more than ninety (90) consecutive days, either party may terminate such purchase order without any liability to the other party by virtue of such termination.

9.10 Third Party Rights. Any person not a party to this Agreement shall acquire no rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise.

[End of Terms – Signatures Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Licensee: _____

Sigma Designs Technology Singapore Pte. Ltd..

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

TO: Sigma Z-Wave Development Kit Agreement # _____ (*“Agreement”*)

1. Fees [this Section does NOT apply if the license to the DK is purchased from a Distributor]:

Product	Amount
Developer's Kit	USD \$3000.00

Please obtain wire transfer instructions from Sigma.

2. Additional Licensee Products:

Licensee Product	Date Added