



# ANT+ Adopter Agreement

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By accepting this license agreement (this "Agreement") between You and Garmin Canada Inc. ("Garmin"), You will enter into this legally binding Agreement and become an ANT+ Adopter and You will have access to the ANT+ Documents, the ANT+ Device Profiles, and the ANT+ Design Tools subject to the terms and conditions of this Agreement. If You are accepting this Agreement on behalf of an entity, then in order for the entity to have the rights set forth in this Agreement You must include the full entity name, Your full name and Your title. In addition, if You are accepting this Agreement on behalf of an entity, then You hereby acknowledge that You have authority to accept this Agreement on behalf of the entity and to bind the entity to the obligations set forth herein. You may accept this Agreement as an individual for personal use of the material not associated with use by an entity, however, in such case You may not transfer or assign any of Your rights or delegate any of Your obligations under this Agreement to any entity or to any other person. The terms and conditions of this Agreement are as follows:

- a) You agree that any products or applications that You create using the ANT+ Documents and ANT+ Design Tools will comply with the minimum requirements for interoperability as defined in the ANT+ Documents and will not deviate from the standards described therein.
- b) You agree to not modify in any way the ANT+ Documents provided to You under this Agreement.
- c) You agree to not distribute, transfer, or provide any part of the ANT+ Documents or ANT+ Design Tools to any person or entity other than employees of Your organization with a need to know.
- d) You agree to not claim any intellectual property rights or other rights in or to the ANT+ Documents, ANT+ Device Profiles, ANT+ Design Tools, ANT+ Open Source Reference Code, ANT+ Shared Source Reference Code, or any associated documentation and source code. Garmin retains all right, title and interest in and to the ANT+ Documents, ANT+ Device Profiles, ANT+ Design Tools, ANT+ Open Source Reference Code, ANT+ Shared Source Reference Code, and any associated documentation and source code. You are not granted any rights in or to any of the foregoing except as expressly set forth in this Agreement, the ANT+ Shared Source License, and/or other written agreements with Garmin relating to these materials.
- e) You agree to not reference or include the ANT+ trademarks or logos with respect to any product or application that You develop under this Agreement that is sold or made generally available for use unless Your product or application complies with the minimum requirements for interoperability as defined in the ANT+ Documents or granted a written exception from Garmin. For avoidance of doubt, it is Your responsibility to perform and complete all necessary analyses and tests to ensure that Your product or application satisfies the minimum requirements for interoperability. Any reference to ANT+ or the ANT+ logos on products or applications must be in accordance with the ANT+ Brand Guidelines that are set forth here <http://www.thisisant.com/business/ant-membership/ant-brand/> and are incorporated herein by this reference.
- f) You agree to not threaten to bring litigation, or actually bring litigation against any other ANT+ Adopter based on their use of the ANT+ Documents in their product(s). If You institute litigation against any entity alleging that the use of the ANT+ Documents, the ANT+ Device Profiles, the ANT+ Design Tools, and/or the ANT protocol constitutes intellectual property rights infringement, then Garmin may immediately terminate this Agreement and require You

to cease all development under this Agreement and destroy all copies of the ANT+ Documents, ANT+ Design Tools and any other information or documents provided to You under this Agreement.

- g) GARMIN MAKES NO CONDITIONS, WARRANTIES OR REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, USABILITY, SECURITY, QUALITY, CAPACITY, PERFORMANCE, AVAILABILITY, TIMELINESS OR ACCURACY OF THE ANT+ DOCUMENTS, ANT+ DESIGN TOOLS OR ANY OTHER PRODUCTS OR SERVICES SUPPLIED UNDER THIS AGREEMENT OR THE NETWORKS OF THIRD PARTIES. Garmin EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE.
- h) This Agreement shall be governed by the laws of the Province of Alberta, Canada, without regard to any conflicts of laws principles. The parties agree that any dispute arising out of this Agreement shall be litigated in the federal or provincial courts in the Province of Alberta. The parties hereby agree to the exclusive jurisdiction and venue of such courts.
- i) You agree to indemnify and hold harmless Garmin for claims, whether arising in tort or contract, against Garmin, including legal fees, expenses, settlement amounts, and costs, arising out of the application, use or sale of Your designs and/or products that use ANT, ANT+, ANT+ Documents, ANT+ Design Tools, or any other products or services supplied under this Agreement.
- j) This Agreement contains the entire understanding between Garmin and You with respect to the matters contemplated by this Agreement and supersedes all prior written or oral communications, negotiations, understandings or agreements of any kind with respect to such matters. You may not assign this Agreement to any person or entity without the express written consent of Garmin.
- k) This Agreement may be amended from time to time by Garmin. In the event of any such amendment, You will be notified. Continued use of the ANT+ Documents, ANT+ Design Tools and any other information or documents provided to You under this Agreement or continued access of the materials available to ANT+ Adopters on [www.thisisant.com](http://www.thisisant.com) following such notice constitutes Your binding acceptance of the amended Agreement. If You do not agree with any such amendment, then Your only remedy will be to terminate this Agreement and no longer use or access the ANT+ Documentation or ANT+ Design Tools or any other information or documents provided to You under this Agreement.
- l) If You fail to comply with any of the terms of this Agreement and such non-compliance is not cured within a 20 (twenty) calendar day period following the issuance of a written notice to that effect, Garmin may immediately terminate this Agreement. Upon such a termination, all rights and obligations for both parties under this Agreement will cease and You may no longer use or access the ANT+ Documentation or ANT+ Design Tools, and You must destroy all copies of the ANT+ Documents, ANT+ Design Tools and any other information or documents provided to You under this Agreement.
- m) You may terminate this Agreement with or without cause upon delivery of written notice to Garmin. Upon such a termination, all rights and obligations for both parties under this Agreement will cease and You may no longer use or access the ANT+ Documentation or ANT+ Design Tools or any other information or documents provided to You under this Agreement.



## ***Glossary***

ANT+ Design Tools	Software tools created by Garmin that enable ANT+ developers to ensure interoperability and include, but are not limited to, the ANT+ Device Simulator, ANT-FS Simulators, the LiDar Simulator, and more.
ANT+ Device Profiles	An interoperability specification governed by ANT+ that describes communication between devices.
ANT+ Documents	Documentation created by Garmin that enables ANT+ developers to achieve their product designs. These include, but are not limited to, the ANT+ Device Profiles, source code, LiDar module documentation, and other technical documentation.
ANT+ Managed Network	The communication network that is used by the ecosystem of ANT+ devices. Devices using this network adhere to the ANT+ Device Profiles to define communication.
ANT+ Open Source Reference Code	Source code created by Garmin associated with ANT that is released under the Apache License. This Open Source Reference Code may be found at <a href="http://www.thisisant.com/pages/developer-zone/developer-tools">www.thisisant.com/pages/developer-zone/developer-tools</a> and is not subject to the ANT+ Adopter Agreement.
ANT+ Shared Source Reference Code	Source code or object code created by Garmin associated with ANT that is released under the ANT+ Shared Source License. This Shared Source Reference Code may be found at <a href="http://www.thisisant.com/developer/resources/downloads/">www.thisisant.com/developer/resources/downloads/</a> and is subject to the ANT+ Adopter Agreement. The ANT+ Shared Source License may be found at <a href="http://www.thisisant.com/developer/ant/licensing/ant-shared-source-license">http://www.thisisant.com/developer/ant/licensing/ant-shared-source-license</a>
You	An individual or legal entity who reads and accepts this Agreement.

