IMPORTANT. Read the following NXP Semiconductors Netherlands B.V. Software License Agreement ("Agreement") completely. This agreement is only for use by MIPI members – if you are not a MIPI member, return to NXP's distribution webpage and select the "If you are not a MIPI member" option to receive the appropriate agreement.

By selecting the "I Accept" button at the end of this page, you indicate that you accept the terms of this Agreement, whether you have read them or not. You may then download, or otherwise use the file.

NXP SEMICONDUCTORS NETHERLANDS B.V. SOFTWARE LICENSE AGREEMENT

This is a legal agreement between you (either as an individual or as an authorized representative of your employer) and NXP Semiconductors Netherlands B.V. ("NXP"). It concerns your rights to download and to use this file and all accompanying materials (the "Software"). In consideration for NXP allowing you to access the Software, you are agreeing to be bound by the terms of this Agreement. If you do not agree to all of the terms of this Agreement, do not download the Software. If you change your mind later, stop using the Software and delete all copies of the Software in your possession or control. Any copies of the Software that you have already distributed, where permitted, and do not destroy will continue to be governed by this Agreement. Your prior use will also continue to be governed by this Agreement.

Disclaimer: at least some of the Software covered by this Agreement adheres to the MIPI I3CSM specification (MIPI I3CSM is a service mark of MIPI Alliance, and MIPI[®] is a registered trademark owned by MIPI Alliance; NXP claims no rights in these marks).

LICENSE GRANT:

Exclusively in conjunction with your evaluation, development and/or sale of a product in compliance with the I3C Specification, NXP grants to you, the non-exclusive, non-transferable right (1) to use the Software, and (2) to reproduce the Software. You may not distribute or sublicense the Software to others. If you violate any of the terms or restrictions of this Agreement, NXP may immediately terminate this Agreement, and require that you stop using and delete all copies of the Software in your possession or control.

<u>COPYRIGHT</u>. The Software is licensed to you, not sold. NXP owns the Software, and United States copyright laws and international treaty provisions protect the Software. Therefore, you must treat the Software like any other copyrighted material (*e.g.* a book or musical recording). You may not use or copy the Software for any other purpose than what is described in this Agreement. Except as expressly provided herein, NXP does not grant to you any express or implied rights under any NXP or third party patents, copyrights, trademarks, or trade secrets, whether now owned or hereafter acquired. Additionally, you must reproduce and apply any

copyright or other proprietary rights notices included on or embedded in the Software to any copies or derivative works made thereof, in whole or in part, if any.

<u>SUPPORT</u>. The Software is provided "as-is" and without any obligation of support by NXP. For the avoidance of doubt, NXP is NOT obligated to provide any support, upgrades or new releases of the Software. If you wish, you may contact NXP and report problems and provide suggestions regarding the Software. You may also contact NXP to discuss availability and cost of a separate maintenance contract for the Software. NXP has no obligation whatsoever to respond in any way to such a problem report or suggestion. NXP may make changes to the Software at any time, without any obligation to notify you or to provide updated versions of the Software to you.

NO WARRANTY. THE SOFTWARE IS PROVIDED BY NXP, THE COPYRIGHT HOLDER, "AS IS". YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT NXP OR ANY NXP REPRESENTATIVE) ASSUME THE ENTIRE COST OF CORRECTION. NXP EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

<u>INDEMNITY</u>. NXP disclaims any and all indemnity obligations. You agree to fully defend and indemnify NXP from any and all claims, liabilities, and costs (including reasonable attorney's fees) related to (1) your use (including your sublicensee's use, if permitted) of the Software or (2) your violation of the terms and conditions of this Agreement.

LIMITATION OF LIABILITY. IN NO EVENT WILL NXP BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOST PROFITS, SAVINGS, OR REVENUES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. YOU EXPRESSLY ASSUME ALL LIABILITIES AND RISKS, FOR ANYONE'S USE OR OPERATION OF ANY APPLICATION PROGRAMS OR DEVICES YOU MAY CREATE WITH THE SOFTWARE AND THE RESULTS DERIVED FROM YOUR USE OF THE SOFTWARE.

<u>COMPLIANCE WITH LAWS; EXPORT RESTRICTIONS</u>. You must use the Software in accordance with all applicable U.S. laws, regulations and statutes. You agree that neither you nor your licensees (if any) intend to or will, directly or indirectly, export or transmit the Software to any country in violation of U.S. export restrictions.

GOVERNMENT USE. Use of the Software and any corresponding documentation, if any, is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the

Commercial Computer Software--Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is NXP Semiconductors, Inc., 6501 William Cannon Drive West, Austin, TX, 78735.

CHOICE OF LAW; VENUE; LIMITATIONS. You agree that the statutes and laws of the United States and the State of Texas, USA, without regard to conflicts of laws principles, will apply to all matters relating to this Agreement or the Software, and you agree that any litigation will be subject to the exclusive jurisdiction of the state or federal courts in Texas, USA. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement or the Software must be filed within one (1) year after such claim or cause of action arose, or it shall be forever barred.

<u>PRODUCT LABELING</u>. You are not authorized to use any NXP trademarks, brand names, or logos.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between you and NXP regarding the subject matter of this Agreement, and supersedes all prior communications, negotiations, understandings, agreements or representations, either written or oral, if any. This Agreement may only be amended in written form, executed by you and NXP.

<u>SEVERABILITY</u>. If any provision of this Agreement is held for any reason to be invalid or unenforceable, then the remaining provisions of this Agreement will be unimpaired and, unless a modification or replacement of the invalid or unenforceable provision is further held to deprive you or NXP of a material benefit, in which case the Agreement will immediately terminate, the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the intention underlying the invalid or unenforceable provision.

<u>NO WAIVER</u>. The waiver by NXP of any breach of any provision of this Agreement will not operate as, or be construed as, a waiver of any other or a subsequent breach of the same or a different provision.