## **NXP Contributor Agreement**

Thank you for your interest in providing a Contribution to assist NXP with NXP's products and services. In order to clarify the intellectual property rights concerning Contributions from any person or entity, NXP must have a Contributor Agreement ("CA") on file that has been signed by each Contributor, agreeing to the terms below. Please complete and sign, then scan and email a pdf file of this Agreement to NXP at the e-mail address that NXP will provide.

Please read this document carefully before signing and keep a copy for your records.

Corporation name: Cubic Transportation Systems Limited

Corporation address: AFC House, Honeycrock Lane, Salfords, Surrey, RH1 5LA United Kingdom

Point of Contact: Paul MacCallum

E-Mail: paul.maccallum@cubic.com

Telephone: ++ 44 (0)1737 782377

You accept and agree to the following terms and conditions for any Contributions You submit to NXP.

## 1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition of "You" and "Your", "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"NXP" shall mean NXP Semiconductors Netherlands B.V. and its Affiliates, where "Affiliate" means (i) any Person Controlled by NXP Semiconductors N.V. or (ii) any Person Controlled by any transferee of all or substantially all of the assets of NXP Semiconductors N.V., where "Person" is any natural or legal entity, and "Controlled" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the voting stock, or decision-making authority in the event that there is no voting stock, in another entity; provided, any such Person described in clause (i) or (ii) shall be deemed to be an "Affiliate" only for so long as such Person is controlled by NXP Semiconductors N.V. or such transferee (as control is defined above).

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to NXP for inclusion in, or documentation of, any of the products or services of NXP. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to NXP, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, NXP, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

"Contributor" shall mean any person or entity which submits a Contribution pursuant to this Agreement,

2. You assign to NXP the rights in the Contributions. So that NXP may include Your Contributions in its relevant products and/or services, You hereby assign and transfer to NXP, all of Your relevant intellectual property rights (including copyright, patent, trade secret, and any other rights) in and to the

Contributions. To any extent that this assignment is ineffective, you grant to NXP an exclusive, royalty-free, and perpetual right to reproduce, prepare derivative works of, publicly display, publicly perform, distribute, sublicense, make, have made, use, offer to sell, sell, import, and otherwise transfer Your Contributions and such derivative works. To any extent that this assignment and exclusive license are ineffective, you grant to NXP a non-exclusive, royalty-free, and perpetual right to reproduce, prepare derivative works of, publicly display, publicly perform, distribute, sublicense, make, have made, use, offer to sell, sell, import, and otherwise transfer Your Contributions and such derivative works.

- 3. You represent and warrant to NXP that You have not filed any patent applications relating to the Contributions, and that You will not at any time do so.
- 4. You represent that You are legally entitled to grant the above rights, and to Your knowledge, no other person claims, or has the right to claim, any right in any invention or patent related to the Contributions. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.
- 5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which You are personally aware and which are associated with any part of Your Contributions. No individual employee may be held personally liable under this Agreement.
- 6. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON- INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.
- 7. Should You wish to submit work that is not Your original creation, You may submit it to NXP separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".
- 8. You agree to notify NXP of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.
- You understand that the decision to include the Contribution in any product or service is entirely that of NXP, and this agreement does not guarantee that the Contributions will be included in any product or service.
- 10. Neither you nor NXP may assign this Agreement, by operation of law or otherwise, in whole or in part, or any of its rights, interests, duties or obligations, without the prior written approval of the other party, which approval will not be unreasonably withheld or delayed. However, NXP may assign this Agreement, in whole or in part, or any of its rights, interests, duties or obligations, (i) to an affiliate or (ii) in connection with a corporate reorganization, acquisition, merger, or sale of all or substantially all of the assets of a division or business unit. For clarity, the proposed acquisition transaction involving Qualcomm Incorporated ("Qualcomm"), which was publicly announced on October 27, 2016, shall not constitute an assignment by operation of law, and NXP may assign this Agreement to Qualcomm or any subsidiary thereof in connection with or following completion of the acquisition. This Agreement shall be governed by and interpreted in accordance with the laws of England, excluding any conflict of laws principles.

Please sign:

Print Name: Martin Vaughan

Date: 11 September 2017

Title: Contracts Manager

Corporation: Cubic Transportation Systems Limited

## Schedule A

Initial list of designated employees.

 ${\sf MacCallum, Paul-Software\ Device\ Engineering\ Head-paul.maccallum@cubic.com}$