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8.   TERM AND TERMINATION.   This Agreement will remain in effect unless terminated as provided herein.

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8.2.   Either party may terminate this Agreement if the other party is in default of any of the terms and conditions of this Agreement, and termination is effective if the defaulting party fails to correct such default within 30 days after written notice thereof by the non-defaulting party to the defaulting party at the address below.

8.3.   Notwithstanding the foregoing, NXP may terminate this Agreement immediately upon written notice if you: breach any of your confidentiality obligations or the license restrictions under this Agreement; become bankrupt, insolvent, or file a petition for bankruptcy or insolvency, make an assignment for the benefit of its creditors; enter proceedings for winding up or dissolution ;are dissolved; or are nationalized or become subject to the expropriation of all or substantially all of its business or assets.

8.4.   Upon termination of this Agreement, all licenses granted under Section 2 will expire except as required by applicable mandatory law.

8.5.   After termination of this Agreement by either party and upon NXP's written request, you will, at your discretion, return to the NXP any confidential information including all copies thereof or furnish to NXP at the address below, a statement certifying, with respect to the Licensed Software delivered hereunder that the original and all copies, except for archival copies to be used solely for dispute resolution purposes, in whole or in part, in any form, of the Licensed Software have been destroyed.

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14.2.   The Licensed Software has been developed at private expense and is a "Commercial Item" as defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software", and/or "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 (or 48 C.F.R. §227.7202, as applicable) and may only be licensed to or shared with U.S. Government end users in object code as specifically authorized by NXP. Any agreement pursuant to which you share the Licensed Software will include a provision that reiterates the limitations of this document and requires all sub-agreements to similarly contain such limitations.

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15.3.   Licensed Software is not intended or authorized for any use in anti-personnel landmines.

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17.   <u>CONFIDENTIAL INFORMATION</u>. You must treat the Licensed Software as confidential information and you agree to retain the Licensed Software in confidence perpetually, with respect to Licensed Software in source code form (human readable), or for a period of five (5) years from the date of termination of this Agreement, with respect to all other parts of the Licensed Software. During this period, you may not disclose any part of the Licensed Software to anyone other than employees, or subcontractors in accordance with Section 2.5, who have a need to know of the Licensed Software and who have executed written agreements obligating them to protect such Licensed Software to at least the same degree of care as in this Agreement. You agree to use the same degree of care, but no less than a reasonable degree of care, with the Licensed Software as you do with your own confidential information. You may disclose Licensed Software to the extent required by a court or under operation of law or order provided that you notify NXP of such requirement prior to disclosure, which you only disclose information required, and that you allow NXP the opportunity to object to such court or other legal body requiring such disclosure.

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

19   <u>ENTIRE AGREEMENT</u>. 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.

20.   <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.

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

22.   <u>AUDIT</u>. You will keep full, clear and accurate records with respect to your compliance with the limited license rights granted under this Agreement for three years following expiration or termination of this Agreement. NXP will have the right, either itself or through an independent certified public accountant to examine and audit, at NXP's expense, not more than once a year, and during normal business hours, all such records that may bear upon your compliance with the limited license rights

granted above. You must make prompt adjustment to compensate for any errors and/or omissions disclosed by such examination or audit.

23.   NOTICES.   All notices and communications under this Agreement will be made in writing, and will be effective when received at the following addresses:

NXP: NXP B.V.
         High Tech Campus 60
         5656 AG Eindhoven
          The Netherlands
         ATTN: Legal Department

You: The address provided at registration will be used.

24.   RELATIONSHIP OF THE PARTIES.   The parties are independent contractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or similar relationship. Neither party is authorized to bind the other to any obligations with third parties.

25.   SUCCESSION AND ASSIGNMENT.   This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign this Agreement, or any part of this Agreement, without the prior written approval of NXP, which approval will not be unreasonably withheld or delayed. NXP may assign this Agreement, or any part of this Agreement, in its sole discretion.

APPENDIX A

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