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1. DEFINITIONS

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1.2 “Compilable Software” means the portion of the Licensed Software that is for use on a NXP Processor, such as an embedded operating system, Processor Expert Components, runtime libraries and example code.

1.3 “Essential Patent” means a patent to the limited extent that infringement of such patent cannot be avoided in remaining compliant with the technology standards implicated by the usage of any of the Licensed Software, including optional implementation of the standards, on technical but not commercial grounds, taking into account normal technical practice and the state of the art generally available at the time of standardization.

1.4. “Intellectual Property Rights” means any and all rights under statute, common law or equity in and under copyrights, trade secrets, and patents (including utility models), and analogous rights throughout the world, including any applications for and the right to apply for, any of the foregoing.

1.5 “Software Content Register” means the documentation accompanying the Licensed Software which identifies the contents of the Licensed Software, including but not limited to identification of any Third Party Software.

1.6 “Third Party Software” means, any software included in the Licensed Software that is not NXP Proprietary software, and is not open source software, and to which different license terms may apply.

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2.5. You may use subcontractors on your premises to exercise your rights under Section 2.1, 2.2 and 2.3 so long as you have an agreement in place with the subcontractor containing confidentiality restrictions no less stringent than those contained in this Agreement. You will remain liable for your subcontractors' adherence to the terms of this Agreement and for any and all acts and omissions of such subcontractors with respect to this Agreement and the Licensed Software.

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7. ESSENTIAL PATENTS. You are solely responsible for obtaining licenses for any relevant Essential Patents for your use in connection with technology that you incorporate into your product (whether as part of the Licensed Software or not).

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

8.1. You may terminate this Agreement immediately upon written notice to NXP at the address provided below.

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.

8.6. Notwithstanding the termination of this Agreement for any reason, the terms of Sections 1, 3, 4 through 25 will survive.

9. SUPPORT. NXP is not obligated to provide any support, upgrades or new releases of the Licensed Software under this Agreement. If you wish, you may contact NXP and report problems and provide suggestions regarding the Licensed Software. NXP has no obligation to respond to such a problem report or suggestion. NXP may make changes to the Licensed Software at any time, without any obligation to notify or provide updated versions of the Licensed Software to you.

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14. GOVERNMENT CONTRACT COMPLIANCE

14.1. If you sell any systems or software you create using the Licensed Software directly to any government or public entity, including U.S., state, local, foreign or international governments or public entities, or indirectly via a prime contractor or subcontractor of such governments or entities, NXP makes no representations, certifications, or warranties whatsoever about compliance with government or public entity acquisition statutes or regulations, including, without limitation, statutes or regulations that may relate to pricing, quality, origin or content.

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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15.1. In some cases, NXP may promote certain Licensed Software for use in safety-related applications. NXP's goal is to educate licensees so that they can design their own end-product solutions to meet applicable functional safety standards and requirements. You make the ultimate design decisions regarding your products and are solely responsible for compliance with all legal, regulatory, safety, and security related requirements concerning your products, regardless of any information or support that may be provided by NXP. Accordingly, you will indemnify and hold NXP harmless from any claims, liabilities, damages and associated costs and expenses (including attorneys' fees) that NXP may incur related to your incorporation of any product in a safety-critical application or system.

15.2. Only those products that NXP has specifically designated as "Automotive Qualified" are designed and intended for use in automotive, military, or aerospace applications or environments. If Buyer uses any product that has not been designated as "Automotive Qualified" in an automotive, military, or aerospace application or environment, Buyer does so at its own risk.

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

16. CHOICE OF LAW; VENUE. This Agreement will be governed by, construed, and enforced in accordance with the laws of The Netherlands, without regard to conflicts of laws principles, will apply to all matters relating to this Agreement or the Licensed Software, and you agree that any litigation will be subject to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this document.

17. CONFIDENTIAL INFORMATION. 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. TRADEMARKS. You are not authorized to use any NXP trademarks, brand names, or logos.

19. 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.

20. SEVERABILITY. 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. NO WAIVER. 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. AUDIT. 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

Other License Grants and Restrictions:

The Licensed Software may include some or all of the following software, which is either 1) not NXP proprietary software or 2) NXP proprietary software subject to different terms than those in the Agreement. If the Software Content Register that accompanies the Licensed Software identifies any of the following Third Party Software or specific components of the NXP Proprietary Software, the following terms apply to the extent they deviate from the terms in the Agreement:

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Future Technology Devices International Ltd.	Future Technology Devices International software must be used consistent with the terms found here: http://www.ftdichip.com/Drivers/FTDriverLicenceTerms.htm
LineStream Technologies	LineStream Technologies software must be used consistent with the terms found here: http://www.linestream.com/eula
MQX RTOS Source	MQX RTOS source code may not be re-distributed by any FSL Licensee under

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