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without the prior written consent of NXP Semiconductors, and any purported
assignment without such consent shall be void and have no force or effect.
Subject to the foregoing, this Agreement shall bind and inure to the benefit of
the respective parties hereto and their successors and assigns. Without
limiting the generality of the foregoing, a change in the majority ownership or
control of Licensee, by the transfer, directly or indirectly, of fifty percent
(50%) or more of the shares of Licensee entitled to vote for the election of
directors or other persons performing similar functions, or by equivalent change
in ownership or control of Licensee if a partnership or other non-corporate
form, shall be deemed an assignment of the Agreement by Licensee for the purpose
of this Section 12.2. In the event of any assignment or attempted assignment by
Licensee, this Agreement shall be terminated with immediate effect upon written
notice from NXP Semiconductors and all Licensed Software, Documentation,
Confidential Information and related materials shall be returned to NXP
Semiconductors within ten (10) days. NXP Semiconductors may assign this
Agreement to any of its Affiliates without consent of Licensee.

12.3 The Parties hereto intend to establish a relationship of licensee and
licensor and as such are independent contractors with neither party having
authority to act as an agent or legal representative of the other to create any
obligation, express or implied, on behalf of the other. No principal/agent,
joint venture or partnership relationship is created between them by this
Agreement.

12.4 Each Party shall comply with all applicable federal, state and local laws,
including, but not limited to those pertaining to U.S. and member states of the
European Union's Export Administration or the export or import controls or
restrictions of other applicable jurisdictions in performing under this
Agreement. Licensed Software, Documentation and other Confidential Information
may be subject to United States and/or member states of the European Union's
export control laws and may be subject to other foreign export and import
control laws and regulations. Licensee agrees to strictly comply with all
applicable export and import control laws and regulations, and, in particular,
Licensee will not export or re-export the Licensed Software without all
required, if any, United States and member states of the European Union's and
foreign governmental licenses, approvals, or waivers.

12.5 Licensee acknowledges that a breach of this Agreement may cause irreparable
damage for which recovery of money damages would be inadequate due to the unique
nature of the Licensed Software and other Confidential Information, and that
upon any such breach or any threatened breach thereof, in addition to any and
all remedies available at law and equity, NXP Semiconductors shall be entitled
to obtain from any appropriate court or tribunal in any appropriate jurisdiction
an immediate injunction, temporary restraining order and/or other appropriate
equitable relief, in addition to whatever remedies it might have at law.

12.6 Each Party acknowledges and agrees that this Agreement does not confer any
rights to use any of the other Party's names, trademarks, or logos for any
reason, including but not limited to, in connection with it advertising,
publicity or other marketing activities.

12.7 The failure on the part of either Party to exercise, or any delay in
exercising, any right or remedy arising from this Agreement shall not operate as
a waiver thereof; nor shall any single or partial exercise of any right or
remedy arising therefrom preclude any other or future exercise thereof or the
exercise of any other right or remedy arising from this Agreement or by law.

12.8 The headings and captions to Articles and Sections of this Agreement are
for reference and only and shall not affect the construction or interpretation
of this Agreement.

12.9 This Agreement shall be governed by and construed in accordance with the

laws of France, without regard to provisions concerning conflicts of law. Licensee submits and consents to, for the exclusive benefit of NXP Semiconductors, the jurisdiction of courts of Paris, France. Parties however also agree that NXP Semiconductors, at NXP Semiconductors' sole discretion, may also elect to bring legal action regarding any dispute arising from or in connection with this Agreement before any court in any country (or political subdivision thereof) which may have jurisdiction and Licensee herewith irrevocably and unconditionally submits to the exclusive jurisdiction of the courts chosen by NXP Semiconductors. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

12.10 All notices or communications to be given under this Agreement shall be in writing and shall be deemed to be validly given by delivery thereof to its recipient if (i) delivered upon hand delivery, or (ii) by deposit in the mail of the home country of the Party, postage prepaid, by certified, registered or first class mail or equivalent, or (iii) by nationally recognized overnight courier service (e.g., FedEx, UPS) prepaid, all of which are addressed to the parties at their addresses set forth above or such other address that a Party may notify the other party from time to time, in accordance with this Section 12.10. Any written notice is deemed to have been received, if sent by hand delivery, certified or registered, first class (or equivalent) mail or prepaid overnight courier, at the time of its delivery.

12.11 Neither Party shall publicize or disclose the existence or terms of this Agreement to any third Party, other than on a confidential basis to its legal and financial advisors, without the prior written consent of the other, except as otherwise may be required by law.

12.12 In the event that any provision(s) of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions hereof, and the Parties agree to substitute for such invalid provision a valid provision which most closely reflects the intent and economic effect of the invalid provision.

12.13 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12.14 This Agreement, including its Appendices, sets forth the entire agreement between the parties relating to the subject matter herein, and supersedes and replaces all prior or contemporaneous agreements, discussions and understandings, written or oral, with respect to such subject matter. Each Party represents that it is duly authorized to enter into the Agreement. The terms and conditions of this Agreement may not be modified, or amended except in writing which states that it is such a modification, and is signed by an authorized representative of each Party hereto.

12.15 In the event of Force Majeure, the Party being delayed or damaged thereby shall inform the other Party as soon as possible but in any event within seven (7) days after the start of such Force Majeure specifying the nature of the Force Majeure as well as the estimated duration thereof. In the event the Force Majeure situation continues for more than sixty (60) days or is expected to last longer than sixty (60) days then the other Party is entitled to terminate this Agreement by notice in writing and without either Party being entitled to any claim for damages. Otherwise, both Parties' rights and obligations pursuant to this Agreement shall be suspended and new time appendix and supply dates shall be agreed upon between the Parties hereto. Force Majeure shall be understood to mean and include damage or delay caused by acts or regulations or decrees of any Government (de facto or de jure), natural phenomena such as earthquakes and floods, fires, wars, shipwrecks, or other causes beyond the reasonable control of the affected Party and which prevent the total or partial carrying out of any obligation under this Agreement.

Any notices relating to the terms and conditions of this software license agreement should be sent via receipted delivery to NXP Semiconductors France, BL-STB&HMD, 2 Esplanade Anton Philips, Campus EffiScience, Colombelles, France.