



LA\_OPT\_DESIGN\_IP\_LICENSE v8 June 2019

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### NXP LICENSE AGREEMENT

This is a legal agreement between your employer, of which you are an authorized representative, or, if you have no employer, you as an individual ("you" or "Licensee"), and NXP B.V. ("Licensor" or "NXP"). It concerns your rights to use the hardware design files, schematics and printed circuit board layout information provided to you and any accompanying written materials (the "Licensed Materials"). The Licensed Materials may include any updates or error corrections or documentation relating to the Licensed Materials provided to you by Licensor under this Agreement. In consideration for Licensor allowing you to access the Licensed Materials, 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, install, or use the Licensed Materials. If you change your mind later, stop using the Licensed Materials and delete all copies of the Licensed Materials in your possession or control. Any copies of the Licensed Material 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.

#### 1. DEFINITIONS

1.1. "Affiliate" means, with respect to a party, any corporation or other legal entity that, at any time, directly or indirectly, Controls, is Controlled by, or is under common Control with such party (but only as long as such Control exists). For the purpose of this definition, the term "Control" means (i) the beneficial ownership (whether direct or indirect) of more than fifty percent (50%) of the voting power of an entity or (ii) in the case of an entity that does not have outstanding voting shares or securities, the majority (i.e., more than fifty percent (50%)) of the equity interests in such entity is now or hereafter owned or controlled by another entity, either directly or indirectly.

1.2. "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 Materials, 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.

1.3. "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.

## 2. LICENSE GRANT.

2.1 Exclusively in connection with your design and development of product containing a programmable processing unit (e.g. a microprocessor, microcontroller, sensor or digital signal processor) or other component supplied directly or indirectly from Licensor or a Licensor Affiliate ("Authorized System"), Licensor grants you a world-wide, personal, non-transferable, non-exclusive, license, under Licensor's Intellectual Property Rights to use and reproduce the Licensed Materials only for the design or development of an Authorized System and not on a standalone basis.

2.2 You may use subcontractors to exercise your rights under Section 2.1 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 Materials.

## 3. LICENSE LIMITATIONS AND RESTRICTIONS.

3.1. The Licensed Materials are licensed to you, not sold. Title to Licensed Materials delivered hereunder remains vested in Licensor or Licensor's licensor and cannot be assigned or transferred. You are expressly forbidden from selling or otherwise distributing the Licensed Materials, or any portion thereof, except as expressly permitted herein. This Agreement does not grant to you any implied rights under any Licensor or third party intellectual property.

3.2. You must reproduce any and all of Licensor's (or its third party licensor's) copyright notices and other proprietary legends on copies of Licensed Materials.

3.3. You grant to Licensor a non-exclusive, non-transferable, irrevocable, perpetual, worldwide, royalty-free, sub-licensable license under your Intellectual Property Rights to use without restriction and for any purpose any suggestion, comment or other feedback related to the Licensed Materials (including, but not limited to, error corrections and bug fixes).



3.4. You may not publish or distribute information, results or data associated with the use of the Licensed Materials to anyone other than Licensor; however, you must advise Licensor of any results obtained including any problems or suggested improvements thereof. Licensor retains the right to use such results and related information in any manner it deems appropriate.

4. PATENT COVENANT NOT TO SUE. As partial, material consideration for the rights granted to you under this Agreement, you covenant not to sue or otherwise assert your patents against Licensor, a Licensor Affiliate or subsidiary, or a Licensor licensee of the Licensed Materials for infringement of your Intellectual Property Rights by the use of the Licensed Materials.
5. 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 Materials or not).
6. TERM AND TERMINATION. This Agreement will remain in effect unless terminated as provided in this Section 6.

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

6.2. 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.

6.3. Notwithstanding the foregoing, Licensor 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 your 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 your business or assets.

6.4. Upon termination of this Agreement, all licenses granted under Section 2 will expire.

6.5. Within 30 days after termination of this Agreement by either party, you will (i) return to Licensor all Licensed Materials, including all copies thereof, or (ii) destroy all Licensed Materials and furnish to Licensor at the address below, a statement certifying that the original and all copies, in whole or in part, in any form, of Licensed Materials have been destroyed.



6.6. Notwithstanding the termination of this Agreement for any reason, the terms of Sections 1 and 3 through 24 will survive.

7. SUPPORT. Licensor is not obligated to provide any support, upgrades or new releases of the Licensed Materials under this Agreement. If you wish, you may contact Licensor and report problems and provide suggestions regarding the Licensed Materials. Licensor has no obligation to respond to such a problem report or suggestion. Licensor may make changes to the Licensed Materials at any time, without any obligation to notify or provide updated versions of the Licensed Materials to you.
8. NO WARRANTY. To the maximum extent permitted by law, Licensor expressly disclaims any warranty for the Licensed Materials. The Licensed Materials are provided "AS IS", without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You assume the entire risk arising out of the use or performance of the Licensed Materials, or any systems you design using the Licensed Materials (if any).
9. INDEMNITY. You agree to fully defend and indemnify Licensor from all claims, liabilities, and costs (including reasonable attorney's fees) related to (1) your use (including your contractors or distributee's use, if permitted) of the Licensed Materials or (2) your violation of the terms and conditions of this Agreement.
10. LIMITATION OF LIABILITY. IN NO EVENT WILL LICENSOR 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. LICENSOR'S TOTAL LIABILITY FOR ALL COSTS, DAMAGES, CLAIMS, OR LOSSES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSED MATERIALS SUPPLIED UNDER THIS AGREEMENT IS LIMITED TO THE AGGREGATE AMOUNT PAID BY YOU TO LICENSOR IN CONNECTION WITH THE LICENSED MATERIALS TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
11. EXPORT COMPLIANCE. Each party shall comply with all applicable export and import control laws and regulations including but not limited to the US Export Administration Regulation (including prohibited party lists issued by other federal governments), Catch-all regulations and all national and international embargoes. Each party further agrees that it will not knowingly transfer, divert, export or re-export, directly or indirectly, any product, software, including software source code, or technology restricted by such regulations or by other applicable national regulations, received from the other party under this Agreement, or any direct product of such software or technical data to any person, firm, entity, country or destination to which such transfer, diversion, export or re-export is restricted or prohibited, without obtaining prior written authorization from the



applicable competent government authorities to the extent required by those laws. This provision shall survive termination or expiration of this Agreement.

12. GOVERNMENT CONTRACT COMPLIANCE.

12.1. If you sell Authorized Systems 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, Licensor 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.

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

13. SAFETY CRITICAL APPLICATIONS

13.1. In some cases, Licensor may promote certain Licensed Materials for use in safety-related applications. Licensor'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 Licensor. Accordingly, you will indemnify and hold Licensor harmless from any claims, liabilities, damages and associated costs and expenses (including attorneys' fees) that Licensor may incur related to your incorporation of any product in a safety-critical application or system.

13.2. Only Licensed Materials that Licensor has specifically designated as "Automotive Qualified" are intended for use in automotive, military, or aerospace applications or environments. If you use Licensed Materials that have not been designated as "Automotive Qualified" in an automotive, military, or aerospace application or environment, you do so at your own risk.

13.3. Licensed Materials are not intended or authorized for any use in anti-personnel landmines.



15. 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 Materials, 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.
16. CONFIDENTIAL INFORMATION. You must treat the Licensed Materials as confidential information and you agree to retain the Licensed Materials in confidence perpetually, even after termination of this Agreement. During this period, you may not disclose any part of the Licensed Materials to anyone other than your employees, or subcontractors in accordance with Section 2.2, who have a need to know of the Licensed Materials and who have executed written agreements obligating them to protect such Licensed Materials 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 Materials as you do with your own confidential information. You may disclose Licensed Materials to the extent required by a court or under operation of law or order provided that you notify Licensor of such requirement prior to disclosure, which you only disclose information required, and that you allow Licensor the opportunity to object to such court or other legal body requiring such disclosure.
17. TRADEMARKS. You are not authorized to use any Licensor trademarks, brand names, or logos.
18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between you and Licensor 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, signed by you and Licensor.
19. 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 Licensor 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.
20. NO WAIVER. The waiver by Licensor 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.
21. 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. Licensor will have the right, either itself or through an independent certified public accountant to examine and audit, at Licensor'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.

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

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

You:                 The address provided at registration will be used.

23. 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.
24. 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 Licensor, which approval will not be unreasonably withheld or delayed. Licensor may assign this Agreement, or any part of this Agreement, in its sole discretion.