



ATTACHMENT A – NXP S32 PLATFORM SOFTWARE LICENSE AGREEMENT v1.3

IMPORTANT. Read the following NXP S32 Platform Software License Agreement (“Agreement”) completely. By selecting the “I Accept” button at the end of this page, or by downloading, installing, or using the Software, you indicate that you accept the terms of the Agreement and you acknowledge that you have the authority, for yourself or on behalf of your company, to bind your company to these terms. You may then download or install the file(s). In the event of a conflict between the terms of this Agreement and any license terms and conditions for NXP’s proprietary software embedded anywhere in the Software file(s), the terms of this Agreement shall control. If a separate license agreement for the Software has been signed by you or your company and NXP, then that agreement shall govern your use of the Software and shall supersede this Agreement.

NXP S32 PLATFORM SOFTWARE 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 USA, Inc., on behalf of its affiliates (“NXP”). It concerns your rights to use the Software provided to you in binary or source code form and any accompanying written materials. The Software may include any updates or error corrections or documentation relating to the Software provided to you by NXP under this Agreement. In consideration for NXP allowing you to access the Software, 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 or install the Software. If you change your mind later, stop using the Software and delete all copies of the Software in your possession or control. Any copies of the Software 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

For purposes of this Agreement the following terms are defined as set forth below:

“Authorized System” means either (i) the Authorized System set forth in the Quotation Document or, if none is specified, Licensee’s ECU product, in either case, containing an NXP Target Product or (ii) Licensee’s software program which is used exclusively in connection with an NXP Target Product and with which the Software will be integrated.

“Confidential Information” means any information disclosed by NXP to the Licensee and, (i) if disclosed in writing or in some other tangible form, that is marked at the time of disclosure as being “Confidential” or “Proprietary” or with words of similar import, or (ii) if disclosed orally or by inspection, is identified at the time of disclosure as confidential and is summarized in a written memorandum transmitted to the Receiving Party within 30 days after such disclosure with enough specificity for identification purpose or (iii) which a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure; provided, that Software will be deemed Confidential Information whether or not identified as such in writing or otherwise. Confidential Information does not include any information that: (a) is, or becomes, publicly known through no wrongful act on the Licensee’s part; (b) is already known to the Licensee, or becomes lawfully known to the Licensee without restriction on disclosure; or (c) is independently developed by the Licensee.

“Effective Date” means the latter date of either the date of purchase of the license or warranty option of the Software by Licensee or the date of the first production release of the Software by NXP.

“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.



“Limited Derivative Works” means Licensee may make derivative works only to the extent the copyrighted material provided by NXP is not modified. For the avoidance of doubt, Licensee explicitly has the right to: 1) add source code to source code provided by NXP without modification to the original source code; 2) compile any source code into object code, or 3) integrate the NXP source code into its ECU without modifying the original source code.

“NXP Target Product” means one of the programmable processing units supplied directly or indirectly from NXP or an NXP affiliate and which is listed on Exhibit A, as specified in the Quotation Document.

“Open Source Software” means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library and General Public License, Apache or BSD. For clarity, Open Source Software includes software developed by NXP which NXP licenses under open source licensing terms.

“PFE” means packet forwarding engine, which is the networking accelerator hardware block.

“PFE Documentation” shall mean any and all documents provided by NXP to Licensee that are marked with the term or title “PFE Restricted Documentation”.

“PFE Permissive Use Software” shall mean any Software provided by NXP to Licensee that is marked with the term “PFE Permissive Use Software”.

“PFE Restricted Software” shall mean any and all Software provided by NXP to Licensee that operates or uses PFE hardware. PFE Restricted Software also includes any and all software created by Licensee by use of information and/or data from PFE Documentation.

“PFE Software” shall mean the PFE Permissive Use Software and the PFE Restricted Software.

“Premium Software” means any Software beyond NXP’s standard Software offering, which is labeled “premium” either (i) in the Quotation Document or (ii) in the Software tables in Exhibit A.

“Quotation Document” means the NXP or NXP authorized reseller document offering the NXP Target Product and the Software, which formed the basis of your order and which is incorporated herein by this reference.

“Software” means the software and documentation, including PFE Documentation, licensed to Licensee under this Agreement, which is detailed in the Quotation Document.

“Standard Software” means any Software in NXP’s standard Software offering, which is labeled “standard” either (i) in the Quotation Document or (ii) in the Software tables in Exhibit A.

“Third Party Software” means any software included with the Software that is not NXP proprietary software and is not Open Source Software, and for which different license terms apply, as detailed in Exhibit A.

2. LICENSE GRANT

(a) Subject to payment of either the one time license fee or the purchase price of the NXP Target Product as set forth in the Quotation Document, and exclusively in conjunction with Licensee’s development and sale of a Authorized System, NXP grants to Licensee, the non-exclusive, non-transferable right (1) to use the Software solely on the NXP Target Product set forth in the Quotation Document, (2) to reproduce the Software, (3) for Software provided to you in source code form (human



readable), to prepare Limited Derivative Works of the Software, (4) to distribute the Software and Limited Derivative Works thereof in object code only, solely for use on the NXP Target Product set forth in the Quotation Document, and (5) for Software provided to you in source code form (human readable), to disclose one copy of the Software and Limited Derivative Works thereof in source code to Licensee's direct automotive customers solely for internal evaluation and testing or archiving (and not for further use, reproduction, modification or redistribution) only where such disclosure is necessary in order to achieve the purpose of the license because Licensee's direct automotive customer requires disclosure of source code in conjunction with the testing or purchase of an Authorized System incorporating a NXP Target Product, and where the direct automotive customer has executed written agreements obligating itself to observe the limitations set out in this subsection (5) and to protect such Confidential Information on terms at least as strict as those contained in this Agreement.

(b) **PFE Specific Terms.** The following terms shall apply to all PFE Restricted Software, PFE Permissive Use Software and PFE Documentation. To the extent the terms below conflict with those elsewhere in the Agreement, these PFE specific terms shall prevail. All other terms of the Agreement remain applicable to the PFE Restricted Software, the PFE Permissive Use Software, and PFE Documentation.

In addition to the other termination rights in this Agreement, NXP may terminate this Agreement immediately upon written notice if Licensee uses or procures others to use any PFE Software as a reference for (a) modifying existing patents and patent applications or creating any continuation, continuation in part, or extension of existing patents or patent applications or (b) challenging the validity or enforceability of Imagination Technologies Limited's ("IMG") Intellectual Property Rights embodied in the PFE Software, or IMG's ownership thereof.

License grants for PFE Restricted Software: Subject to the terms of the Agreement, NXP grants to Licensee a non-exclusive, worldwide right and non-transferrable license to (i) use and modify PFE Restricted Software and (ii) to copy and distribute the PFE Restricted Software in object code form as part of the Licensee's Authorized System, solely for use in connection with the NXP Target Products. All distributions of PFE Restricted Software and PFE Permissive Use Software (or modifications incorporating portions thereof) must be accompanied by a copyright notice. For distributions of object code, the copyright notice must be in an accompanying licence.txt file in the following form: "This code (or certain portions of it) is released for use under licence from Imagination Technologies Limited. Copyright © YEAR Imagination Technologies Limited" and for distributions in source code the copyright notice must be included in the header of the source code file.

License grants for PFE Permissive Use Software: Subject to the terms of this Agreement, NXP hereby grants Licensee a non-exclusive, non-transferable, licence to use, copy, modify, compile and recompile the PFE Permissive Use Software and to redistribute the PFE Permissive Use Software in either object or source code form, with a right to grant sublicenses to third parties. Licensee must include a copy of terms no less restrictive than those in this Agreement with any and all copies or redistribution of the PFE Permissive Use Software, including any modifications thereof or other works incorporating a portion or portions of the PFE Permissive Use Software.

License grants for PFE Documentation: Subject to the terms of this Agreement, NXP hereby grants Licensee a non-exclusive, non-transferable, licence to use the PFE Documentation.

Sublicenses: Prior to the sublicensing of any Software as permitted herein, Licensee will execute a licensing agreement with the sublicensee which includes provisions at least as restrictive as those in this Agreement.



Prohibition: Licensee is expressly prohibited from receiving or distributing NXP's PFE firmware in source code form.

(c) Third Party Terms. Third Party Software is listed in Exhibit A. Any Third Party Software provided with the NXP Software are licensed solely under the terms and conditions of the Third Party Software provider. Licensee should not use the Third Party Software if Licensee does not agree to the terms provided by the Third Party Software provider. TO THE MAXIMUM EXTENT ALLOWED BY LAW, SUCH THIRD PARTY SOFTWARE IS PROVIDED AS IS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSEE ASSUMES THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE THIRD PARTY SOFTWARE, AND ANY SYSTEMS DESIGNED USING IT.

(d) Licensee is expressly prohibited from using the Software with any product other than the NXP Target Product. Any such use will be a material breach of this Agreement.

(e) Licensee may use subcontractors to exercise Licensee's rights under Section 2(a)(1)-(3), so long as Licensee has an agreement in place with the subcontractor containing confidentiality restrictions no less stringent than those contained in this Agreement. Licensee will remain liable for its subcontractor's and direct automotive customers' adherence to the terms of this Agreement and for any and all acts and omissions of such subcontractors and direct automotive customers with respect to this Agreement. Licensee will indemnify, defend, and hold harmless NXP against any and all claims, costs, damages, liabilities, judgments and attorneys' fees resulting from or arising out of any breach by the sublicensee, or resulting from or arising out of any action by the sublicensee inconsistent with this Agreement.

3. LICENSE LIMITATIONS AND RESTRICTIONS.

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

You may not translate, reverse engineer, decompile, or disassemble the Software except to the extent applicable law specifically prohibits such restriction. You must prohibit your subcontractors and direct automotive customers from translating, reverse engineering, decompiling, or disassembling the Software except to the extent applicable law specifically prohibits such restriction.

You must reproduce any and all of NXP's (or its third-party licensor's) copyright notices and other proprietary legends on copies of Software.

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

You will not take or fail to take any action that could subject the Software to an Excluded License. An Excluded License means any license that requires, as a condition of use, modification or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with the software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

You may not publish or distribute information, results or data associated with the use of the Software to anyone other than NXP; however, you must advise NXP of any results obtained including any problems



or suggested improvements thereof. NXP retains the right to use such results and related information in any manner it deems appropriate.

4. **OPEN SOURCE.** Open Source Software included in the Software is not licensed under the terms of this Agreement but is instead licensed under the terms of the applicable open source license(s), such as the BSD License, Apache License or the GNU Lesser General Public License. Your use of the Open Source Software is subject to the terms of each applicable license. You must agree to the terms of each applicable license, or you cannot use the Open Source Software.

5. **AUDIT.** Licensee will keep full, clear and accurate records with respect to its compliance with this Agreement until three years after 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 Licensee's compliance with this Agreement. Licensee will make prompt adjustment to compensate for any errors and/or omissions disclosed by such examination or audit.

6. **INTELLECTUAL PROPERTY RIGHTS.** Your modifications to the Software, and all Intellectual Property Rights associated with, and title thereto, will be the property of NXP. Upon request, you must provide NXP the source code of any derivative of the Software. You agree to assign all, and hereby do assign all rights, title, and interest to any such modifications to the Software to NXP and agree to provide all assistance reasonably requested by NXP to establish, preserve or enforce such right. Further, you agree to waive all moral rights relating to your modifications to the Software, including, without limitation, all rights of identification of authorship and all rights of approval, restriction, or limitation on use or subsequent modification.

7. **TERM AND TERMINATION.** This Agreement will remain in effect unless terminated as provided in this Section. You may terminate this Agreement immediately upon written notice to NXP at the address provided below. 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.

Notwithstanding the foregoing, NXP may terminate this Agreement immediately upon written notice if you: breach any of your confidentiality obligations or the License Grant or License Limitations and 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 your business or assets.

Upon termination of this Agreement, all licenses granted in Section 2 will expire. After termination of this Agreement by either party Licensee will destroy all parts of Software and Limited Derivative Works (if any) and will provide to NXP a statement certifying the same. Notwithstanding the termination of this Agreement for any reason, the terms of Sections 1, 3 through 9(a), and 11 through 24 will survive.

8. **SUPPORT.** Except as otherwise agreed by the parties under separate agreement, NXP is NOT obligated to provide any support, upgrades or new releases of the Software. If you wish, you may contact NXP and report problems and provide suggestions regarding the Software. NXP has no obligation whatsoever to respond in any way to such a problem report or suggestion. NXP may make changes to the Software at any time, without any obligation to notify or provide updated versions of the Software to you.

9. **WARRANTY**

a. **NO WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NXP EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE. THE SOFTWARE IS 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 SOFTWARE, OR ANY SYSTEMS YOU DESIGN USING THE SOFTWARE (IF ANY). NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY NXP THAT THE SOFTWARE OR ANY LIMITED DERIVATIVE WORK DEVELOPED WITH OR INCORPORATING THE SOFTWARE WILL BE FREE FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

b. NOTWITHSTANDING THE FOREGOING, IF LICENSEE HAS PURCHASED A LICENSE TO PREMIUM SOFTWARE OR HAS PURCHASED A WARRANTY OPTION FOR STANDARD SOFTWARE, THEN THE FOLLOWING WARRANTY SHALL APPLY IN LIEU OF THE WARRANTY DISCLAIMER IN 9(a) ABOVE:

NXP warrants that for the one (1) year period following the Effective Date that the Software substantially complies with the associated documentation.

Exclusive Remedy. If Software is not as warranted, NXP will, at its option, and as Licensee's exclusive remedy, either (i) refund the fees associated with such Software or (ii) correct errors in the Software. Notwithstanding the foregoing, NXP shall have no obligations for breach of warranty if the alleged non-conformance is found to have occurred as a result of: misuse, neglect, improper installation, improper combination with other software, improper integration in NXP hardware product, improper converting in other software format, integration in any other hardware than NXP hardware products, or modification of the Software and/or the NXP hardware products including the Software. This warranty will not be expanded, and no obligation or liability will arise, due to technical advice or assistance, qualification or testing data, computerized data, facilities or service NXP may provide in connection with the Software.

Limitations. NXP does not warrant that the functions contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error free. THE WARRANTY RECITED IN THIS SECTION 9(b) EXTENDS TO LICENSEE ONLY AND MAY BE INVOKED ONLY BY LICENSEE FOR ITS CUSTOMERS. NXP WILL NOT ACCEPT WARRANTY RETURNS FROM LICENSEE'S CUSTOMERS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS, AND THE WARRANTY AGAINST INFRINGEMENT SPECIFIED IN THE UNIFORM COMMERCIAL CODE. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

10. INDEMNITY.

a. Subject to the limitations and exclusions stated below, NXP will defend any Covered Claim against Licensee, and will indemnify Licensee only for finally awarded damages that are attributable to the Covered Claim. "Covered Claim" means that portion of a lawsuit alleging that the Software infringes a valid U.S. patent, infringes a copyright, or misappropriates a trade secret.

b. **Required Procedures.** NXP will have no obligation to defend or indemnify Licensee unless Licensee: (i) promptly notifies NXP in writing as soon as reasonably practicable after Licensee first becomes aware of the Covered Claim, but in no event later than 30 days after Licensee first receives notice of a claim relating to the Covered Claim; and (ii) gives NXP sole control of the defense of the Covered Claims and all requested assistance for defending the Covered Claim. NXP will not be liable for the settlement of a Covered Claim made without NXP's consent. If a Covered Claim is asserted prior to completion of delivery of the Software, NXP may decline to make further shipments. If Licensee obtains counsel for defense of claims other than a Covered Claim, Licensee does so at its own expense.

c. **Exclusions.** NXP will have no obligation to defend or indemnify Licensee if: (i) Licensee or any third party has altered the Software, and the alleged infringement would not have occurred but for such alteration; (ii) Licensee or any third party has combined the Software with any other products or elements not furnished by NXP, and the alleged infringement would not have occurred but for such combination;



(iii) the use of other than a current release of Software; (iv) the Software were designed or manufactured in accordance with Licensee's designs, specifications, or instructions, and the alleged infringement would not have occurred but for such designs, specifications, or instructions or (v) the Software was designed or manufactured in compliance with standards issued by any public or private standards body, and the alleged infringement would not have occurred but for such standards.

d. Limitations on Payable Damages. NXP's liability for damages will not exceed (i) a reasonable royalty rate on the Software that is the subject of the Covered Claim, multiplied by (ii) the revenue derived by NXP from sales or license to Licensee of the Software.

e. THIS SECTION CONTAINS (I) NXP'S ENTIRE LIABILITY AND ALL OBLIGATIONS RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION, AND (II) LICENSEE'S EXCLUSIVE REMEDIES AGAINST NXP FOR INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

11. LIMITATION OF LIABILITY. IN NO EVENT WILL NXP OR NXP'S LICENSORS 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. NXP'S TOTAL LIABILITY FOR ALL COSTS, DAMAGES, CLAIMS, OR LOSSES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE SUPPLIED UNDER THIS AGREEMENT IS LIMITED TO THE LESSER OF: (I) THE AGGREGATE AMOUNT PAID BY YOU TO NXP IN CONNECTION WITH THE SOFTWARE, EXCLUDING THE PRICE OF THE NXP TARGET PRODUCT, AND (II) \$250,000 USD. For clarity, NXP's total liability for Premium Software for which no separate license fee has been paid is limited to \$250,000 USD.

12. TAXES. All fees and amounts payable by Licensee to NXP are exclusive of any value added tax, goods and service tax, sales tax, use tax, consumption tax or any other similar tax only (collectively referred to as "VAT"). If the transactions as described in this Agreement are subject to any applicable VAT, NXP shall provide Licensee with an invoice which specifically states this VAT. Provided NXP has stated VAT (as identified above) on an invoice Licensee will pay to NXP the VAT properly chargeable in respect of that payment. NXP will not invoice or otherwise attempt to collect from Licensee any taxes with respect to which Licensee has provided NXP with (i) a valid resale or exemption certificate, (ii) evidence of direct payment authority, or (iii) other evidence, reasonably acceptable to NXP, that such taxes do not apply. If Licensee is required by law to withhold and remit tax relating to a purchase under this Agreement, Licensee will transmit to NXP official tax receipts or other evidence issued by said tax or other government authorities sufficient to enable NXP to support a claim for tax credit or refund in respect to such withheld taxes paid by Licensee.

13. COMPLIANCE WITH LAWS. You must use the Software in accordance with all applicable laws, regulations and statutes.

14. 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 Regulations (including restrictions on certain military end uses and military end users as specified in Section 15 C.F.R. § 744.21 and 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.

15. GOVERNMENT USE. 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, 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.

The Software has been developed at private expense and is 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 Software will include a provision that reiterates the limitations of this document and requires all sub-agreements to similarly contain such limitations.

16. **HIGH RISK ACTIVITIES.** 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. If Licensee, or Licensee’s contractors or distributees use the Software in connection with products, applications, or systems where a failure could cause personal injury or death, then Licensee agrees to indemnify NXP and its officers and employees from all liability, including attorneys’ fees and costs.

17. **CHOICE OF LAW; VENUE; LIMITATIONS.** You agree that the statutes and laws of the United States and the State of Texas, USA, without regard to conflicts of laws principles, will apply to all matters relating to this Agreement or the Software, and you agree that any litigation will be subject to the exclusive jurisdiction of the state or federal courts in Texas, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement or the Software must be filed within one (1) year after such claim or cause of action arose or be forever barred.

18. **CONFIDENTIAL INFORMATION.** The Licensee agrees to retain the PFE documentation in confidence for five (5) years from Licensee’s receipt of such PFE documentation, and all other Confidential Information in confidence perpetually. Licensee may not disclose NXP’s Confidential Information to any third party except as expressly permitted in this Agreement and only if such third party has executed written agreements obligating them to protect such Confidential Information pursuant to terms and conditions no less protective of NXP than those contained in this Agreement. Licensee will also limit dissemination of the Confidential Information to its employees who have a need to know of the Confidential Information and who have executed written agreements obligating them to protect such Confidential Information pursuant to terms and conditions no less protective of NXP than those contained in this Agreement, and may not use the NXP’s Confidential Information for any purpose or in any manner not authorized by this Agreement. The Licensee further agrees to use the same degree of care, but no less than a reasonable degree of care, with NXP’s Confidential Information as it would with its own confidential information. The Licensee may disclose Confidential Information as required by a court or under operation of law or order provided that the Licensee notifies NXP of such requirement prior to disclosure, that the Licensee discloses only that information required, and that the Licensee allows NXP the opportunity to object to such court or other legal body requiring such disclosure.

19. **PRODUCT LABELING.** You are not authorized to use any NXP trademarks, brand names, or logos.

20. **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.

21. **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.

22. **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.

23. **NOTICES.** All notices and communications under this Agreement will be made in writing, and will be effective when received at the following addresses, for NXP: 6501 William Cannon Drive West, Austin, Texas 78735, ATTN: Law Department and for Licensee: at the address in the Quotation Document.

24. **SUCCESSION AND ASSIGNMENT.** This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns. Licensee may not 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 NXP. NXP may assign this Agreement without the consent or approval of Licensee.



EXHIBIT A

LIST OF NXP S32G2 TARGET PRODUCTS

The Software is licensed solely for use on below-listed NXP Target Products. If the specific device you're using is not included in below list you are not authorized to use the Software on that device.

S32G2 Standard Software	NXP Target Products
Automotive Real Time Drivers	All S32G2 processors
LLCE driver + firmware	
PFE driver + firmware	
HSE firmware	
Inter-Platform Communication Framework	

S32G2 Premium Software	NXP Target Products
S32G2 Premium Security Firmware	S32G2 processors with premium security option
Production use	
Evaluation use	All S32G2 processors
S32G2 Premium Safety Software	All S32G2 processors
S32 Safety Software Framework Cortex-A53 Core Self-Test S32 Safety by Software	
S32G2 Premium Software: LLCE Firmware Development Kit (FDK)	All S32G2 processors

Third Party Software:

Elektrobit: EB tresos™ Studio is included in the Automotive Real Time Drivers and the S32 Safety Software Framework. EB tresos™ Studio software must be used consistent with the terms of EB License Terms and Conditions, Version 1.4 (Dec 2019) found here:

<https://www.elektrobit.com/legal-notice/>



LIST OF NXP S32K3 TARGET PRODUCTS

The Software is licensed solely for use on below-listed NXP Target Products. If the specific device you're using is not included in below list you are not authorized to use the Software on that device.

S32K3 Standard Software	NXP Target Products
Automotive Real Time Drivers	All S32K3 processors
HSE firmware	
Inter-Platform Communication Framework	

S32K3 Premium Software	NXP Target Products
S32K3 Premium Security Firmware	S32K3 processors with premium security option
Production use	
Evaluation use	All S32K3 processors
S32K3 Premium Safety Software	All S32K3 processors
S32 Safety Software Framework Cortex-M7 Core Self-Test	
S32K3 Premium Software: ISELED	S32K3 processors with ISELED option, used for the purpose of controlling single or multiple digital LEDs.

Third Party Software:

Elektrobit: EB tresos™ Studio is included in the Automotive Real Time Drivers and the S32 Safety Software Framework. EB tresos™ Studio software must be used consistent with the terms of EB License Terms and Conditions, Version 1.4 (Dec 2019) found here:

<https://www.elektrobit.com/legal-notice/>



LIST OF NXP S32S/Z/E TARGET PRODUCTS

The Software is licensed solely for use on below-listed NXP Target Products. If the specific device you're using is not included in below list you are not authorized to use the Software on that device.

S32S/Z/E Standard Software	NXP Target Products
Automotive Real Time Drivers	All S32S/Z/E processors
LLCE firmware	
HSE firmware	
Inter-Platform Communication Framework	
Automotive Math and Motor Control Library	

S32S/Z/E Premium Software	NXP Target Products
S32S/Z/E Premium Security Firmware	S32S/Z/E processors with premium security option
Production use	
Evaluation use	All S32S/Z/E processors
S32S/Z/E Premium Safety Software	All S32S/Z/E processors
S32 Safety Software Framework	
S32 Safety by Software	
S32S/Z/E Premium Software: LLCE Firmware Development Kit (FDK)	All S32S/Z/E processors

Third Party Software:

Elektrobit: EB tresos™ Studio is included in the Automotive Real Time Drivers and the S32 Safety Software Framework. EB tresos™ Studio software must be used consistent with the terms of EB License Terms and Conditions, Version 1.4 (Dec 2019) found here:

<https://www.elektrobit.com/legal-notice/>