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6.2 Upon termination of this Agreement for any reason, Licensee agrees to immediately cease use of, and to return or destroy, at u-blox' sole option, the Proprietary Deliverables, all Derivatives thereof and any other Confidential Information of u-blox or its licensors in Licensee's possession, custody or control, together with all copies and merged portions in any form, including but not limited to deletion of the foregoing from Licensee's computers, and to certify such return or destruction in writing. Notwithstanding anything to the contrary contained herein, the provisions of Sections 1, 2.1, 2.4, 2.5 and 3 through 9 shall survive any termination of this Agreement.

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8.1 The Deliverables are "Commercial Items(s)" as defined in 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "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. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. If Licensee is licensing the Deliverables and/or Derivatives for acquisition by the U.S. Government or any contractor therefor, Licensee must license consistent with the policies set forth in 48 C.F.R. § 12.212 (for civilian agencies), and 48 C.F.R. § 227.7202-1 and 227.7202-4 (for the Department of Defense), and their successors.

8.2 FCC or IC requirements: With respect to the following u-blox products with their respective FCC ID and hereafter referred to as "modular transmitters"

ELLA-W131 (FCC ID PV7-WIBEAR11N-SF1), ELLA-W133 (FCC ID PV7-WIBEAR11N-SF2), ELLA-W161 (FCC ID PV7-WIBEAR11N-DF1), ELLA-W163 (FCC ID PV7-WIBEAR11N-DF2), EMMY-W161 (FCC ID XPYEMMYW161), EMMY-W163 (FCC ID XPYEMMYW163), EMMY-W165 (FCC ID XPYEMMYW165), LILY-W131, LILY-W132 (FCC ID XPYLILYW1), ODIN-W160, ODIN-W161, ELIN-W160 (FCC ID PVH0953), OWL253 (FCC ID PVH0941), JODY-W164-27A, JODY-W163-04A, JODY-W163-05A, JODY-W164-04A, JODY-W164-05A, JODY-W164-15A (FCC ID XPYJODYW164-07A), JODY-W164-03A, JODY-W163-13A, JODY-W164-13A (FCC ID XPYJODYW164), JODY-W167-00A, JODY-W167-03A (FCC ID XPYJODYW167), JODY-W263 variants (FCC ID XPYJODYW263), JODY-W374, JODY-W377 (FCC ID tbd.), VERA-P173, VERA-P174 (FCC ID XPYVERAP174), VERA-P311, VERA-P321 (FCC ID tbd.),

Licensee (or for this Section 8.2 the “host product manufacturer”) declares and guarantees that all host products including one of the aforementioned modular transmitters (hereafter “host product”) referring to the u-blox FCC or IC certification number of the modular transmitter and placed on the market by the host product manufacturer fulfill the following requirements:

**§1 General description**

- a. The host product uses authorized firmware images only for operation of the modular transmitter. Authorized firmware images are made available by u-blox on secure communication channels.
- b. The host product manufacturer will not modify the modular transmitter hardware.
- c. The configuration of the modular transmitter when installed into the host product must be within the authorization of the modular transmitter at all times and cannot be changed to include unauthorized modes of operation through accessible interfaces of the host product. In particular, the modular transmitter installed in the host product will not have the capability to operate on the following channels 12 (2467 MHz), 13 (2472 MHz), 120 (5600 MHz), 124 (5620 MHz), and 128 (5640 MHz)\*.

*\* For OWL253, channels 120, 124, 128 may be used in client mode if passive scanning is implemented, and Wi-Fi client devices relying on passive scanning on channels 12 and 13 may continue without modification (KDB 594280).*

**§2 Third party access control**

- (1)The host product is protected from being easily modified by third parties\* to configure unauthorized modes of operation for the modular transmitter.

*\*\*“third parties” are end product manufacturers, professional installers, and end users. End product manufacturers integrate the host product into another product. Professional installers are responsible for putting the end product into operation. End-user is the party using the end-product.*

- (2)The modular transmitter when installed into the host product will be operated with authorized firmware images only.

- (3)The host product into which the modular transmitter is installed does not provide any interface to third parties to upload any unauthorized firmware images into the modular transmitter and prevents third parties from making unauthorized changes to all or parts of the modular transmitter device driver software.

**§3 User Configuration Guide**

- (1)The host product into which the modular transmitter is installed does not provide any interface for the installer to enter configuration parameters into the end product that exceeds those authorized.
- (2)The modular transmitter will when installed into the host product have a regional setting that is compliant with authorized US modes and the host product does not provide any type of user interface that makes it possible for third parties to change the regional setting to unauthorized modes.

Upon request by u-blox, the host product manufacturer will provide all necessary information and documentation in order to demonstrate how these above-listed requirements are met.

**9. MISCELLANEOUS.**

9.1 Licensee shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder, whether in whole or in part, including by operation of law, without the prior written consent of an authorized signatory of u-blox. This Agreement will bind and inure to the benefit of the parties and any permitted successors and assigns.

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9.3 Except where otherwise expressly provided under this Agreement (e.g. Sec. 7. and 8.), this Agreement shall be construed and governed by the laws of Switzerland, excluding its conflict of laws rules. The parties hereto consent to the jurisdiction of all the courts of Zurich,

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9.4 When any notice is required or authorized hereunder, such notice shall be given in writing by recognized delivery service or personal delivery addressed to the other party. Notices shall be sent to the parties at their respective addresses set forth in the introductory paragraph of this Agreement and at [info@u-blox.com](mailto:info@u-blox.com), Attn: Legal Department. Either party may change the address for notice hereunder by providing the other party with written notice thereof.

9.5 The original of this Agreement has been written in the English language, and the governing language of this Agreement shall be English. Licensee hereby waives and agrees not to assert any right to have this Agreement written in the language of Licensee's place of residence if other than English.

9.6 A waiver of any default hereunder or of any of the terms or conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this Agreement.

9.7 In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and a valid, legal and enforceable provision of similar intent and effect shall be substituted for such invalid, illegal or unenforceable provision.

9.8 This Agreement constitutes the entire agreement between the parties with respect to the license of the Deliverables and Derivatives, and supersedes and terminates all other prior and/or contemporaneous verbal and/or written agreements and understandings with respect thereto. Except with respect to modifications made by u-blox to Exhibit A pursuant to Section 1.3 hereof, no modifications to this Agreement

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Under no circumstances can the WAPI Deliverable or Derivatives be made open source licensed.

##### 2) NXP Deliverables

##### a) Specific terms for different product categories

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**For wireless LAN 802.11 AP solutions (NXP Product):**

NXP's proprietary reference design, AP firmware, wireless driver, operating system-specific board support packages, U-Boot monitor, hostapd, manufacturing tools and wireless LAN GUI command code for the NXP Product, together with any associated documentation and materials, in any form or media, provided by NXP to Licensee pursuant to this Agreement. The U-Boot monitor, and Linux board support package shall constitute "GPL Deliverables," and the remaining Deliverables shall constitute "Proprietary Deliverables" hereunder. The GPL Deliverables will be provided to Licensee in source code form, the AP firmware portion of the Proprietary Deliverables will be provided in binary or executable form, and the remaining Proprietary Deliverables will be provided in, at NXP's sole discretion, source and/or binary or executable form. Hostapd will be released as GPL or BSD or NXP proprietary at NXP's discretion.

**For Bluetooth Solutions:**

Firmware either as standalone BT solution or as part of a multi-function firmware will be provided under proprietary license.

The BT driver will be provided either as proprietary or GPL deliverable, depending on the platform / operating system.

BlueZ stack is an official Linux Bluetooth protocol stack. It is an Open Source project distributed under GNU General Public License (GPL). BlueZ kernel is part of the official Linux kernel since version 2.4.6. <http://www.bluez.org/>

Bluedroid stack is an official Android Bluetooth protocol stack. It is an Android Open System Project (AOSP). Reference the open source Android operating system license (Apache v. 2.0).

NXP BT stack is provided as a binary only deliverable under the NXP proprietary license.

**For FM Solutions:**

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Firmware – as per current WLAN licensing model of NXP proprietary Android framework changes - as per current WLAN licensing model of Apache Any NFC application – NXP proprietary

**Android/Google TV framework changes or applications for all deliverables:**

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