

# END USER LICENSE AGREEMENT

This end user license agreement (the “**Agreement**”) is entered into by you (either an individual or an entity) and NXP Semiconductors Netherlands B.V., a private company with limited liability incorporated under the laws of the Netherlands, having its registered office at High Tech Campus 60, 5656 AG Eindhoven, the Netherlands (“**NXP**”) by installing TapLinX (as defined hereafter) onto any device.

**1. License.** Subject to the terms and conditions of this Agreement, NXP hereby grants you for the term of this Agreement a non-exclusive, worldwide, personal, non-transferable, royalty-free license, without the right to sublicense, to use the software and documentation, and all upgrades, updates, information and/or other materials relating thereto that NXP may (in its sole discretion) provide to you under this Agreement (collectively TapLinX) in object code executable only form on a single computer controlled by you for the limited purpose of developing an application and to distribute this application for non-commercial or commercial and/or revenue generating purposes, provided, that each documentation (including but not limiting each upload on any application service provider e.g. app stores, play store, websites, etc.) of such application includes a note “Enhanced by NXP” (the “**Authorized Purpose**”). For the avoidance of doubts, the Authorized Purpose excludes any distribution rights for TapLinX.

**2. License Restrictions.** You shall not, and shall not permit any third party to: (i) use TapLinX as a stand-alone product for commercial or revenue generating purposes; (ii) copy, translate, modify or make derivative works of any portion of TapLinX; (iii) rent, disclose, publish, sell, assign, lease, lend, sublicense, market, transfer, distribute or otherwise provide third parties access to any portion of TapLinX; (iv) reverse engineer, decompile or disassemble TapLinX or derive or attempt to derive the source code, algorithmic nature or structure of any object code portions of TapLinX except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (v) use TapLinX to create any product that competes with TapLinX; (vi) remove or circumvent any protection or other restrictive technology mechanism of TapLinX; (vii) remove or alter any proprietary markings or notices from TapLinX; (viii) develop applications intended to commit criminal and/or tortuous acts, including but not limited to hacking the MIFARE technology or any other technology, or (ix) otherwise use any portion of TapLinX in any manner not expressly authorized in Section 1. Notwithstanding the above, you are allowed to use and distribute your application with TapLinX incorporated therein to third parties to achieve the Authorized Purpose.

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**5. Confidentiality.** TapLinX contains confidential and proprietary information and materials and may include trade secrets. You agree to: (i) hold TapLinX in confidence, (ii) disclose TapLinX only to your employees who have a need to know and who have been advised of and are bound by confidentiality obligations no less protective than this provision, and (iii) use TapLinX only for the Authorized Purpose. You agree to use reasonable measures to protect TapLinX from misappropriation or misuse. You shall notify NXP immediately if you learn of any misappropriation, or unauthorized use or disclosure of TapLinX. All the foregoing of this Section 5 shall also apply to any access mechanism (including but not limiting user accounts) to TapLinX or parts thereof. In case of breach you agree that NXP might disable your access to TapLinX.

**6. Term; Termination; Effects.** This Agreement shall commence upon the earlier of your acceptance of this Agreement or your installation of TapLinX and shall continue until terminated in accordance with this Agreement. This Agreement will terminate automatically if you fail to comply with any term or conditions of this Agreement or if you uninstall/destroy or voluntarily return TapLinX to NXP. Upon termination of this Agreement: (i) all rights and licenses granted to you under this Agreement shall immediately terminate; (ii) you shall promptly return to NXP or, at NXP’s discretion, destroy TapLinX and all whole and partial copies thereof and destroy all copies of developed applications except for one which may be retained for archive purposes only; (iii) within thirty (30) days after such termination, you will furnish to NXP at the address above a written certification that TapLinX and all whole and partial copies thereof, have been (a) destroyed or returned to NXP, and (b) erased from all of your storage elements and devices. All defined terms and Sections 2 through 12 shall survive the termination of this Agreement.

**7. Remedies.** You acknowledge and agree that, if NXP is required to bring an action to enforce the provisions of this Agreement, the damages may be irreparable and difficult to measure and NXP shall be entitled to seek equitable relief including a preliminary injunction in addition to any other relief available.

**8. Disclaimer.** TapLinX IS PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS” BASIS. NXP, ITS AFFILIATES AND THEIR SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE, OF THE LICENSED MATERIALS REMAINS WITH YOU.

**9. Limitation of Liability.** IN NO EVENT SHALL NXP, ITS AFFILIATES OR THEIR SUPPLIERS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF DATA OR INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE TapLinX, WHETHER OR NOT BASED ON TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT COMPANY MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF NXP, ITS AFFILIATES AND THEIR SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY COMPANY UNDER THIS AGREEMENT OR FIVE EUROS (€5). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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**10. Governing Law; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the Netherlands without regard to any principle of conflicts of law. Any dispute arising hereunder shall be resolved by the competent courts in 's-Hertogenbosch, the Netherlands, and the parties hereby agree that venue and jurisdiction for any related proceedings arising hereunder shall lie exclusively with such courts. NXP however retains the right to bring disputes in any other court of competent jurisdiction and you irrevocably waive any objection to, and agree to submit to, the jurisdiction of such other courts.

**11. Export Laws.** Insofar as these relate to the activities under this Agreement, You will comply with all applicable national and international export control laws and regulations. In particular, You will not directly or indirectly export, re-export, transfer or release TapLinx or direct product thereof to any destination, person, entity or end use restricted or prohibited by applicable laws, without obtaining prior authorization from the applicable competent government authorities to the extent required by those laws.

**12. Miscellaneous.** (A) Nothing in this Agreement shall create a joint venture, partnership or principal/agent relationship between the parties. (B) You shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of NXP. (C) A waiver of any right hereunder shall in no way waive any other rights. No waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. (D) In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deemed amended to achieve the economic effect of the intent of the parties in a valid, lawful and enforceable manner, or if not possible, then deleted and ineffective to the extent thereof, without affecting any other provision of this Agreement. (E) This Agreement constitutes the entire agreement regarding the subject matter hereof and supersedes all prior agreements, understandings and communications, oral and written, between the parties regarding the subject matter hereof. (F) You agree that NXP might use statistical data services like *Google-Analytics* in connection with information related to your use of TapLinx to enhance the user experience and product improvements. (G) NXP reserves the right to revise the terms of this Agreement by updating the Agreement on its website or to ask you to agree to such updated version upon notification. You are advised to check this Agreement periodically for notices concerning revisions. Your continued use of TapLinx shall be deemed to constitute acceptance of any revised terms.