

Plug & Trust Middleware License (2019-06-07)

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Whereas, NXP has developed or acquired rights to the Licensed Software, and Licensee desires to license the Licensed Software for use in the Licensed Products solely in conjunction with the NXP ICs; and

Whereas, NXP is willing to license the Licensed Software to Licensee for use in the Licensed Products solely in conjunction with the NXP ICs, under the terms and conditions of this Agreement.

The Parties hereby agree to the following terms and conditions:

1 DEFINITIONS.

In addition to other terms defined elsewhere in this Agreement, the following terms used herein, when the first letter is capitalized, shall have the meanings set forth in this Section 1. All definitions below shall apply both to their singular or plural forms, as the context may require.

1.1 "Affiliate" means, with respect to a Party, any corporation or other legal entity that now or hereafter Controls, is Controlled by or is under common Control with such Party; where "Control" means the direct or indirect ownership of greater than fifty percent (50%) of the shares or similar interests entitled to vote for the election of directors or other persons performing similar functions. An entity is considered an Affiliate only so long as such Control exists.

1.2 "Confidential Information" shall mean the Licensed Software, including where applicable according to Appendix A, all Source Code and Documentation thereof, and any other information provided by NXP to Licensee under this Agreement which has been identified as proprietary and/or confidential information, or that, by its nature and the surrounding circumstances and in good faith, ought to be treated as proprietary and/or confidential.

1.3 "Documentation" shall mean all related comments, annotations, instructions, manuals, and other written materials, whether in printed or electronic form, including without limitation, customer reference and installation manuals, user's guides, and programmer guides that NXP includes or otherwise provides with the Licensed Software, all as set forth on Appendix A.

1.4 "End User" shall mean a person or business enterprise which acquires the Licensed Product for its ordinary personal purposes or use in its normal business operations and not for resale or transfer to others in its ordinary course of business.

1.5 "Executable Code" shall mean the machine-executable version of the Licensed Software as set forth on Appendix A, and further Executable Code, in whole or in part, which results from linking, loading or assembling (or other similar process), as required, the Object Code into machine language, executable form.

1.6 "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.

1.7 "Licensed Executable Code" shall mean the Executable Code as set forth on Appendix A.

1.8 "Licensed Object Code" shall mean the Object Code as set forth on Appendix A,

1.9 "Licensed Source Code" shall mean the Source Code as set forth on Appendix A.

1.10 "Licensed Product" shall mean either (a) any hardware product produced by or for Licensee, which incorporates an NXP IC, or (b) Licensee's software program which is used exclusively in connection with NXP ICs and with which the Licensed Software (in whole or in part) will be integrated.

1.11 "Licensed Software" shall mean all the software, as set forth on Appendix A.

1.12 "NXP ICs" shall mean the integrated circuits of the SE050 platform manufactured and sold by or for NXP. These are recognized by a commercial type name that starts with "Sx050..." whereby "x" is a placeholder for type numbers.

1.13 "Object Code" shall mean all or any portion of the machine-readable or machine language version of the Licensed Software, and all corrections, updates, and revisions and improvements thereto, which NXP provides to Licensee hereunder.

1.14 "Source Code" means the human-readable version of software, including without limitation, associated flow charts, algorithms, comments and other written instructions and technical documentation.

1.15 "Term" shall mean the effective period of this Agreement as further defined in Section 7.1.

2 LIMITED LICENSE.

2.1 License to Executable Code. Subject to the terms and conditions of this Agreement, NXP hereby grants to Licensee during the Term of this Agreement a non-exclusive and non-transferable royalty-free copyright license, without the right to sublicense (except to its Affiliates as provided in Section 2.5 and to its subcontractors as provided in Section 2.6), to use the provided Licensed Executable Code (a) to install all components of the Licensed Executable Code on a hard disk or other storage medium or on a network fileserver, (b) to create backup copies of the Licensed Executable Code, and (c) to install and use the Licensed Executable Code solely in-house. The Licensed Executable Code may only be used in conjunction with or for the NXP ICs.

2.2 License to Object Code. Subject to the terms and conditions of this Agreement, NXP hereby grants to Licensee during the Term of this Agreement a non-exclusive, personal, non-transferable royalty-free copyright license, without the right to sublicense (except to its Affiliates as provided in Section 2.5 and to its subcontractors as provided in Section 2.6), to use the Licensed Object Code solely in conjunction with or for the NXP ICs in the Licensed Product, and distribute, directly or indirectly, said Licensed Product incorporating the Licensed Software, solely as embedded in the Licensed Product in Executable Code form only, to End Users.

2.3 License to Source Code. Subject to the terms and conditions of this Agreement, NXP hereby grants to Licensee during the Term of this Agreement a non-exclusive, personal, non-transferable royalty-free copyright license, without the right to sublicense (except to its Affiliates as provided in section 2.5) to use and reproduce the Licensed Source Code for the sole purpose of: (i) creating modifications of the Licensed Source Code, (ii) compiling the Licensed Source Code and/or the modifications of the Licensed Source Code into Object Code, and (iii) using such generated Object Code in accordance with the license for Licensed Object Code as granted under the previous Section 2.2 of this Agreement. The Licensed Source Code may only be used in conjunction with or for the NXP ICs.

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2.6 Subject to the conditions, restrictions and Licensee's obligations under this Agreement Licensee may grant to its subcontractors a sublicense under the licenses granted to Licensee in aforementioned Sections 2.1, 2.2 and 2.4. Licensee shall cause such subcontractors to fully comply with the terms and conditions of this Agreement, and shall be solely and fully liable to NXP in case of a breach of this Agreement by any Licensee's subcontractors.

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7 TERM AND TERMINATION.

7.1 This Agreement shall commence on the Effective Date and shall remain in effect unless terminated as provided in this Section 7 (the "Term").

7.2. Licensee may terminate this Agreement immediately upon written notice to NXP at the address provided above.

7.3 Without prejudice to any rights or remedies of NXP, NXP may, by written notice to Licensee, terminate with immediate effect this Agreement, without any liability whatsoever, if:

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- (b) a voluntary or involuntary petition in bankruptcy or winding up is filed against Licensee, any proceedings in insolvency or bankruptcy (including reorganization) are instituted against Licensee, a trustee or receiver is appointed over Licensee, or any assignment is made for the benefit of creditors of Licensee.

7.4 Upon termination of this Agreement, Licensee shall immediately return all Licensed Software, Documentation and other Confidential Information to NXP.

8 CONFIDENTIALITY.

8.1 Licensee shall retain in confidence and not disclose to any third person or employees except to those Licensee permanent employees who have a legitimate need to know any Confidential Information that it receives from NXP hereunder, and Licensee shall not use the Confidential Information for any purpose whatsoever except for the purpose of this Agreement.

8.2 Licensee represents and warrants that Licensee shall have as of the Effective Date, and shall maintain thereafter, with each of its employees who will have access to any Confidential Information, prior to their access to any Confidential Information, a written, signed agreement legally sufficient and effective to enable Licensee and each such employee to comply with all the provisions of this Agreement.

8.3 Except as expressly permitted in Section 2, Licensee shall not, and shall not permit anyone else to use, reproduce, duplicate, or otherwise disclose, distribute or disseminate any Confidential Information. Licensee agrees to take all reasonable steps to prevent disclosure and unauthorized use of Confidential Information and to use no less than same degree of care that it uses with respect to its own confidential information of similar kind or nature. Licensee shall promptly notify NXP of any unauthorized access to or any unauthorized use or disclosure of Confidential Information.

8.4 Licensee's obligations of confidentiality under this Agreement shall not apply to information that Licensee can establish by legally sufficient evidence: (i) is or becomes publicly available through no act or omission of the Licensee; (ii) is known to Licensee or in its possession, as shown by dated documentation prior to receipt; (iii) is independently developed by Licensee, as shown by dated documentation; or (iv) is rightfully received by Licensee on a non-confidential basis from a third party, as shown by dated documentation, without breach of this Agreement by Licensee.

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10 LIMITATION OF LIABILITY

10.1 EXCEPT FOR LICENSEE'S LIABILITY FOR BREACH OF SECTIONS 2, 3, 4, 8, OR 11.4 HEREOF, NO PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOST SAVINGS) WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY - EVEN IF SUCH PARTY HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NXP BE LIABLE FOR ANY DAMAGE, COSTS OR EXPENSES ASSOCIATED WITH WARRANTY OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS WHETHER FOR THE REPLACEMENT OR REPAIR OF PRODUCTS, INCLUDING LABOR, INSTALLATION OR OTHER COSTS INCURRED BY LICENSEE AND, IN PARTICULAR, ANY COSTS RELATED TO THE REMOVAL OR REPLACEMENT OF ANY PRODUCTS SOLDERED OR OTHERWISE PERMANENTLY AFFIXED TO ANY PRINTED CIRCUIT BOARD, EXCESS PROCUREMENT COSTS, OR REWORK CHARGES. NOTWITHSTANDING ANY DAMAGES THAT LICENSEE MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF NXP UNDER ANY PROVISION OF THIS AGREEMENT AND LICENSEE'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY LICENSEE BASED ON REASONABLE RELIANCE UP TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY LICENSEE 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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11.2 This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Licensee shall not assign its rights or obligations under this Agreement without the prior written consent of NXP, and any purported assignment without such consent shall be void and have no force or effect. 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 this Agreement by Licensee for the purpose of this Section 11.2. In the event of Licensee's assignment or attempted assignment of this Agreement without the prior written consent of NXP, this Agreement shall terminate and all Licensed Software, Documentation, Confidential Information and related materials shall be returned to NXP within ten (10) days. NXP may assign this Agreement, or any part of this Agreement, in its sole discretion.

11.3 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.

11.4 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 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.

11.5 Licensee acknowledges that a breach of this Agreement may cause irreparable damage for which recovery of money damages would be inadequate, and that, in addition to any and all remedies available at law and equity, NXP shall be entitled to seek injunctive relief to protect its rights under this Agreement.

11.6 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.

11.7 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.

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

11.9 This Agreement shall be governed by and construed in accordance with the laws of The Netherlands, without regard to provisions concerning conflicts of law. Licensee submits and consents to, for the exclusive benefit of NXP, the jurisdiction of the courts of Amsterdam, The Netherlands. The Parties however also agree that NXP, at NXP's 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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.10 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 a Party at its 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 11.10. 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.

11.11 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.

11.12 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.

11.13 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 this Agreement. This Agreement may only be amended in written form, signed by Licensee and NXP.

APPENDIX A

A.1. LICENSED SOFTWARE

A.1.2 SOURCE CODE

A.1.2.1 Android Keymaster

- Location: akm/
- Description: SW Android Key master integration
- License: NXP proprietary

A.1.2.2 SE050 OpenSSL Engine

- Location: hostLib/embSeEngine, sss/plugin/openssl
- Description: OpenSSL engine, implementing an interface under the OpenSSL license.
- License: NXP proprietary + OpenSSL license for interface

A.1.2.3 Host Library

- Location: hostLib/hostlib,
- Description: Host library for SE050 and A71CH IC platforms
- License: NXP proprietary

A.1.2.4 Virtual COM Port Binaries

- Location: *.bin files in binaries/ folder
- Description: Precompiled binaries for virtual com port for Kinetis K64F
- License: NXP proprietary

A.1.2.5 Demos

- Location: /demos
- Description: Example and usecases
- License: NXP proprietary

A.1.2.7 MCUXpresso Project files

- Location: /projects
- Description: Project files for MCUXpresso IDE
- License: NXP proprietary

A.1.2.8 PYCLI / SSSCLI Pre Compiled

- Location: binaries/pySSSCLI/libssapisw.dll and PYCLI compiled code in binaries/pySSSCLI/library.zip
- Description: Precompiled PYCLI/SSSCLI for Windows PC with Python27
- License: NXP proprietary

A.1.2.9 SSS APIs

- Location : /sss
- Description : Crypt functional APIs
- License: NXP proprietary

A.1.2.10 Tools

- Location: /tools
- Description: Pre compiled binaries for PYCLI
- License: NXP proprietary

A.1.2.11 Scripts

- Location: /scripts
- Description: Helper scripts and utilities
- License: NXP proprietary

A.1.2.12 PYCLI / SSSCLI

- Location : /pycli
- Description: Command line tool to help with demos

- License: NXP proprietary

A.2 DOCUMENTATION

A.2.1 Documentation created by Doxygen, Sphinx, Exhale, Breathe

- Location: doc/
- Description: SE050SE050 Host SW Documentation created from source files and additional documentation material contained in doc/
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