

LIMITED USE LICENSE AGREEMENT

The use of the Deliverables, as defined herein, is exclusively governed by the terms of this limited use agreement (the "Agreement"), concluded by and between u-blox AG, a Swiss company with its principal place of business at Zürcherstrasse 68, 8800 Thalwil, Switzerland ("u-blox"), and the company or natural person accepting these terms, typically a customer ("Customer"). Customer and u-blox are each a "party" and, collectively, are the "parties" to this Agreement.

By accepting these terms, but also by downloading, installing, accessing or using the Materials as provided under Exhibit A, Customer accepts the terms of this Agreement ("Acceptance"). If Customer does not agree to all of the terms of this Agreement, then Customer must not accept, download, install, access or use the Materials. The Effective Date will be the earlier of the date of Acceptance or the date when u-blox sends its confirmation notification to Customer.

Note: This is not a formal license agreement as u-blox is not entitled to provide use rights to Licensee. This Agreement is only passing on use restriction terms on behalf of NXP Semiconductors Netherlands B.V. (and its Affiliates) connected to the supply of the Materials as listed in Exhibit A.

1. DEFINITIONS.

"**Affiliate**" means an entity that now or hereafter Controls, is Controlled by or is under common Control with a party. Each party shall be liable for any failure of its Affiliates to abide by the provisions of this Agreement as if such failure was the act or omission of such party.

"**Control**" means direct or indirect beneficial ownership of more than fifty percent (50%) of the voting stock, or decision-making authority in the event that there is no voting stock, in another entity.

"**Customer's Customers**" means Customer's customers buying Customer Products.

"**Software**" means the software identified in Exhibit A.

"**Documentation**" means the documentation identified in Exhibit A.

"**Materials**" means the Software and the Documentation. All upgrades and updates for the Materials that NXP may (in its sole discretion) provide to u-blox, if any, shall be deemed and treated as "Materials" hereunder.

"**Customer Products**" means only products of Customer which are using the Software as part of, combined or bundled with any u-blox Product.

"**NXP Product**" means SAF5000/V100, SAF5000/V110, SAF5100/V100, SAF5100/V110.

"**u-blox Product**" means the products (modules, chipsets) for wireless LAN, Bluetooth, FM, and Near Field Communication of u-blox, in combination with which the Software is provided.

2. LIMITED USE. Customer is permitted to use Software in Customer Products only and to market, demonstrate, promote, commercialize, sell, offer for sale and distribute such Customer Products (incorporating u-blox Product using Software (together "Limited Purpose")). Except as permitted in this Section 2., Customer shall not, and shall not permit any

third party, to: (i) use the Materials or any portion thereof for commercial or revenue generating purposes; (ii) copy, translate, modify or make derivative works of the Materials or any portion thereof; (iii) rent, disclose, publish, sell, assign, lease, lend, sublicense, market, transfer, distribute or otherwise provide third parties access to the Materials or any portion thereof; (iv) reverse engineer, decompile or disassemble the Materials or any portion thereof, or derive or attempt to derive the source code, algorithmic nature or structure of any object code portions of the Materials except and only to the extent that such activity is expressly permitted by this Agreement or by applicable law notwithstanding this limitation; (v) use the Materials or any portion thereof to create any product that competes with the Materials; (vi) remove or circumvent any protection or other restrictive technology mechanism of the Materials; (vii) remove or alter any copyright notices or other proprietary notices, legends, or markings contained in or affixed to the Materials; (viii) disclose the results of the Materials' performance benchmarks to any third party without u-blox's express prior written consent; (ix) perform any action in any manner that would require the Materials or any portion or derivative work thereof to be licensed under Open Source Licensing Terms (as defined in Section 3); or (x) use or exploit the Materials or any portion thereof in any other way.

3. OPEN SOURCE RESTRICTIONS. The permission under Section 2. above does not include any license, right, power or authority to subject the Materials, in whole or in part, or any derivative work thereof to Open Source Licensing Terms. As used herein, "Open Source Licensing Terms" means terms in any license for software which require, as a condition of use, modification and/or distribution of such software or other software incorporated into, derived from or distributed with such software (a "Work"), any of the following: (a) the making available of source code or design information regarding the Work; (b) the granting of permission for creating derivative works regarding the Work; or (c) the granting of a royalty-free license to any party under intellectual property rights regarding the Work. By means of example and without limitation, Open Source Licensing Terms include the following licenses or distribution models: (i) the GNU General Public License (GPL) or Lesser/Library GPL (LGPL), (ii) the Artistic License (e.g. PERL), (iii) the Mozilla Public License, (iv) the Common Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards Source License (SISSL), and (vii) the Open Software License.

4. OWNERSHIP. Except for those permissions expressly granted in this Agreement, u-blox or its licensors reserve all right, title and interest in and to the Materials and each whole or partial copy thereof. No license, right or interest in or to any trademark, trade name or service mark is granted hereunder. This Agreement does not transfer any ownership interest in the Materials.

5. CONFIDENTIALITY. The Materials includes confidential and proprietary information and materials and may include trade secrets. Accordingly, Customer agrees to hold the Materials and all information and data relating thereto (collectively, the "Confidential Information") in confidence. Customer may (i) use the Confidential Information only for the Limited Purpose stated in Section 2, and (ii) disclose the Confidential Information only to those of its employees who have a need to know the same for Customer to accomplish said purpose and who have been advised of and are bound by confidentiality obligations no less protective than those contained herein. Customer agrees to take all reasonable steps to protect the Confidential Information from misappropriation and misuse. Customer shall notify u-blox immediately in writing if Customer learns of any misappropriation, or unauthorized use, access, or disclosure of the Confidential Information.

6. FEEDBACK. In case Customer provides feedback to u-blox (or directly to NXP) with respect to the use, development, modification and/or implementation of the Materials (hereinafter "Feedback"), u-blox (and NXP) shall be granted a worldwide, non-exclusive, perpetual, irrevocable, royalty-free right (1) to use, copy and modify such Feedback and to create derivative works thereof as part of the Materials, (2) solely to the extent necessary to implement such Feedback, to make (and have made), use, import, sell, offer for sale, lease or otherwise distribute any u-blox

Products or NXP Products where the Materials containing Feedback is implemented or used in combination, and (3) to sublicense the aforementioned rights to the extent it is necessary for using such products or to implement a final version of the Materials. For the avoidance of doubt, such rights do not add to or take away from any right under intellectual property and proprietary rights already existing before the Effective Date of this Agreement or created independently from the Materials.

7. TERM; TERMINATION, EFFECTS. This Agreement shall commence on the Effective Date and shall continue unless terminated earlier by one of the parties (the "Term"). Either party may terminate this Agreement at any time for any or no reason by providing written notice to the other. Promptly upon termination or expiration of this Agreement, Customer shall return to u-blox, or, at u-blox's discretion, destroy or disable all copies of the Materials and all whole and partial copies thereof. Customer shall not keep any archival copies of the Materials except and only to the extent that applicable law notwithstanding this limitation expressly requires such. Within thirty (30) days after termination or expiration of this Agreement, Customer will furnish to u-blox, a written certification that (i) the Materials and all copies thereof, in whole or in part, in any form, have been destroyed or disabled or returned, and (ii) the Materials have been erased from all of Customer's storage elements or devices.

8. REMEDIES. Customer acknowledges that if u-blox is required to bring an action to enforce the provisions of this Agreement, the damages may be irreparable and difficult to measure and that u-blox shall be entitled to seek equitable relief including a preliminary injunction in addition to any other relief available. Customer agrees that in the event that NXP seeks an injunction hereunder, Customer hereby waives any requirement for the posting of a bond or any other security.

9. INDEMNIFICATION. Customer agrees to defend, indemnify and hold harmless u-blox from and against any claims, suits, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) resulting from or relating to (i) any violation and/or breach of any term or condition of this Agreement, or (ii) use of the Materials.

10. DISCLAIMER. THE MATERIALS ARE PROVIDED ON AN "AS IS" and "with all faults" BASIS. U-BLOX AND ITS 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 OF THE MATERIALS, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE MATERIALS, REMAINS WITH CUSTOMER.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL U-BLOX OR ITS SUPPLIERS BE LIABLE TO CUSTOMER 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 THE MATERIALS, 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 CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF U-BLOX AND ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND CUSTOMER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY CUSTOMER BASED ON REASONABLE RELIANCE UP TO THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT. 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.

12. GOVERNING LAW, DISPUTES. This Agreement shall be governed by and construed in accordance with the laws of Switzerland without regard to any principle of conflicts of law. Any dispute arising hereunder shall be submitted to the competent courts of the Canton of Zurich which shall

have jurisdiction over both parties hereto; provided, however, that each party may enforce its and its Affiliates' intellectual property rights in any court, and similar governing body, of competent jurisdiction, including but not limited to equitable relief.

13. EXPORT LAWS. Insofar as these relate to the activities under this Agreement, CUSTOMER will comply with all applicable export and import control laws and regulations and, in particular, will not export or re-export the Materials without all required national and international government licenses, approvals, or waivers. CUSTOMER agrees that it will not knowingly transfer, divert, export or re-export, directly or indirectly, any product, software, including software source code, or technical data restricted by such regulations or by other applicable national regulations, received from u-blox 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 by applicable law, without obtaining prior authorization from the applicable competent government authorities to the extent required by those laws. This provision shall survive termination or expiration of this Agreement.

14. UNITED STATES GOVERNMENT RESTRICTED RIGHTS AND FCC REQUIREMENTS.

14.1 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 thereof, 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.

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

VERA-P173 and VERA-P174 (FCC ID XPYVERAP174), Licensee (or for this Section 14.2 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.

15. **MISCELLANEOUS.** (A) Nothing in this Agreement shall create a joint venture, partnership or principal-agent relationship between the parties. (B) Neither party may 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 the other party, which approval will not be unreasonably withheld or delayed. However, u-blox may assign this Agreement, in whole or in part, or any of its rights, interests, duties or obligations, (i) to an Affiliate or (ii) in connection with a corporate reorganization, acquisition, merger, or sale of all or substantially all of the assets of a division or business unit. Any attempted assignment other than in strict compliance with this Section 14(B) shall be void. (C) All notices required or permitted hereunder shall be in writing and shall be deemed delivered upon receipt by a party. (D) 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. (E) 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, be deemed deleted and ineffective to the extent thereof, without affecting any other provision of this Agreement. (F) 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. (G) This Agreement may be executed in counterparts (and may be exchanged by fax or e-mail when signed), each of which shall be deemed to be an original, and all of such counterparts shall together constitute one instrument.

EXHIBIT A

Materials:

1. Software

- i. Executable firmware for SAF5x00/V1x0 comprising PHY/MAC (IEEE 802.11p & ETSI EN 302 663) and LLC (IEEE 1609.4 & ETSI EN 302 663). The following restrictions apply:
 - The single channel/single antenna firmware may only be used for SAF5000 products
 - The single channel/dual antenna firmware is permitted for use for SAF5100 products and not for SAF5000 products.
- ii. LLCremote software package including API source code for SAF5x00 products (“LLC Remote SW”).
- iii. ECDSA firmware is exclusive for SAF5x00/V110 products. ECDSA firmware is not to be used for SAF5x00/V100 products.

2. Documentation

SAF5x00 device data sheets, user manuals and API description.