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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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8.2 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, 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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9.9 This Agreement may be executed in counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. The parties agree that a facsimile or scanned copy of a signed counterpart shall be as effective and have the same force and effect as an original paper copy thereof.

EXHIBIT A

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2) NXP Deliverables

a) Specific terms for different product categories

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

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

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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

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