IMPORTANT. Read the following NXP So ware License Agreement ("Agreement") completely. By selec ng the "I Accept" bu on at the end of this page, or by downloading, installing, or using the Licensed So ware, you indicate that you accept the terms of the Agreement and you acknowledge that you have the authority, for yourself or on behalf of your company, to bind your company to these terms. You may then download or install the file. In the event of a conflict between the terms of this Agreement and any license terms and condi ons for NXP's proprietary so ware embedded anywhere in the Licensed So ware file, the terms of this Agreement shall control. If a separate license agreement for the Licensed So ware has been signed by you and NXP, then that agreement shall govern your use of the Licensed So ware and shall supersede this Agreement.

## **NXP SOFTWARE LICENSE AGREEMENT**

This is a legal agreement between your employer, of which you are an authorized representa ve, or, if you have no employer, you as an individual ("you" or "Licensee"), and NXP B.V. ("NXP"). It concerns your rights to use the so ware provided to you in binary or source code form and any accompanying wri en materials (the "Licensed So ware"). The Licensed So ware may include any updates or error correc ons or documenta on relang to the Licensed So ware provided to you by NXP under this Agreement. In considera on for NXP allowing you to access the Licensed So ware, you are agreeing to be bound by the terms of this Agreement. If you do not agree to all of the terms of this Agreement, do not download or install the Licensed So ware. If you change your mind later, stop using the Licensed So ware and delete all copies of the Licensed So ware in your possession or control. Any copies of the Licensed So ware that you have already distributed, where permi ed, and do not destroy will con nue to be governed by this Agreement. Your prior use will also con nue to be governed by this Agreement.

## 1. DEFINITIONS

- 1.1. "Affiliate" means, with respect to a party, any corpora on or other legal enty that now or herea er Controls, is Controlled by or is under common Control with such party; where "Control" means the direct or indirect ownership of greater than fity percent (50%) of the shares or similar interests entiled to vote for the electon of directors or other persons performing similar functions. An enty is considered an Affiliate only so long as such Control exists.
- 1.2 "Authorized System" means either (i) Licensee's hardware product which incorporates an NXP Product or (ii) Licensee's so ware program which is used exclusively in connec on with an NXP Product and with which the Licensed So ware will be integrated.
- 1.3. "Deriva ve Work" means a work based upon one or more pre-exis ng works. A work consis ng of editorial revisions, annota ons, elabora ons, or other modifica ons which, as a whole, represent an original work of authorship, is a Deriva ve Work.
- 1.4 "Intellectual Property Rights" means any and all rights under statute, common law or equity in and under copyrights, trade secrets, and patents (including u lity models), and analogous rights throughout the world, including any applica ons for and the right to apply for, any of the foregoing.
- 1.5 "NXP Product" means a programmable processing unit (e.g. a microprocessor, microcontroller, sensor or digital signal processor) supplied directly or indirectly from NXP or an NXP Affiliate.
- 1.6 "So ware Content Register" means the documenta on which may accompany the Licensed So ware which iden fies the contents of the Licensed So ware, including but not limited to iden fica on of any Third Party So ware, if any, and may also contain other related informa on as whether the license in 2.3 is applicable.
- 1.7 "Third Party So ware" means, any so ware included in the Licensed So ware that is not NXP proprietary so ware, and is not open source so ware, and to which different license terms may apply.

## 2. LICENSE GRANT.

2.1. If you are not expressly granted the produc on use license in Sec on 2.3 in the So ware Content Register, then you are only granted the rights in Sec on 2.2 and not in 2.3. If you are expressly granted the produc on use license in

IMPORTANT. Read the following NXP Software License Agreement ("Agreement") completely. By Accept" button at the end of this page, or by downloading, installing, or using the Licensed Software, you indicate that you accept the terms of the Agreement and you acknowledge that you have the authority, for yourself or on behalf of your company,, to bind your company to these terms. You may then download or install the file. In the event of a conflict between the terms of this Agreement and any license terms and conditions for NXP's proprietary software embedded anywhere in the Licensed Software file, the terms of this Agreement shall control. If a separate Icense agreement for the Licensed Software has been signed by you and NXP, then that agreement shall govern your use of the Licensed Software and shall supersede this Agreement.

1.2

1.3.

1.4

1.6

2.

Software will be integrated.

LICENSE GRANT.

a Derivative Work.

LA\_OPT\_NXP\_Software\_License v7 April 2019

This is a legal agreement between your employer, of which you are an authorized representative, or, if you have no employer, you as an individual ("you" or "Licensee"), and NXP B.V. ("NXP"). It concerns your rights to use the software provided to you in binary or source code form and any accompanyling written materials (the "Licensed Software"). The Licensed Software may include any updates or error corrections or documentation relating to the Licensed Software provided to you by NXP under this Agreement. In consideration for NXP allowing you to access the Licensed Software, you are agreeing to be bound by the terms of this Agreement. If you do not agree to all of the terms of this Agreement, do not download or install the Licensed Software. If you change your mind later, stop using the Licensed Software and delete all copies of the Licensed Software in your possession or control. Any copies of the Licensed Software that you have

already distributed, where permitted, and do not destroy will continue to be governed by this Agreement. Your prior use will also continue to be governed by this Agreement. **DEFINITIONS** 1. 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

applications for and the right to apply for, any of the foregoing.

signal processor) supplied directly or indirectly from NXP or an NXP Affiliate.

and is not open source software, and to which different license terms may apply.

any, and may also contain other related information as whether the license in 2.3 is applicable.

**NXP SOFTWARE LICENSE AGREEMENT** 

persons performing similar functions. An entity is considered an Affiliate only so long as such Control exists. "Authorized System" means either (i) Licensee's hardware product which incorporates an NXP Product or (ii)

g the "I

Licensee's software program which is used exclusively in connection with an NXP Product and with which the Licensed "Derivative Work" means a work based upon one or more pre-existing works. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is "Intellectual Property Rights" means any and all rights under statute, common law or equity in and under copyrights, trade secrets, and patents (nclluding utility models), and analogous rights throughout the world, including any

"NXP Product" means a programmable processing unit (e.g. a microprocessor, microcontroller, sensor or digital

"Software Content Register" means the documentation which may accompany the Licensed Software which identifies the contents of the Licensed Software, including but not limited to identification of any Third Party Software, if "Third Party Software" means, any software included in the Licensed Software that is not NXP proprietary software, If you are not expressly granted the production use license in Section 2.3 in the Software Content Register, then you are only granted the rights in Section 2.2 and not in 2.3. If you are expressly granted the production use license in

Sec on 2.3 in the So ware Content Register, then you are granted the rights in both Sec on 2.2 and 2.3.

- 2.2. License. Subject to the terms and condi ons of this Agreement, NXP grants you a worldwide, personal, non-transferable, non-exclusive, non-sublicensable license, solely for the development of an Authorized System:
  - (a) to use and reproduce the Licensed So ware (and its Deriva ve Works prepared under the license in Sec on 2.2(b)); and
  - (b) for Licensed So ware provided to you in source code form (human readable), to prepare Deriva ve Works of the Licensed So ware.

You may not distribute or sublicense the Licensed So ware to others under the license granted in this Sec on 2.2.

- 2.3. Produc on Use License. If expressly authorized in the So ware Content Register, subject to the terms and condi ons of this Agreement, NXP grants you a worldwide, personal, non-transferable, non-exclusive, non-sublicensable license solely in connec on with your manufacturing and distribu on of an Authorized System:
  - (a) to manufacture (or have manufactured), distribute, and market the Licensed So ware (and its Deriva ve Works prepared under the license in 2.2(b)) in object code (machine readable format) only as part of, or embedded within, Authorized Systems and not on a standalone basis. Notwithstanding the foregoing, those files marked as .h files ("Header files") may be distributed in source or object code form, but only as part of, or embedded within Authorized Systems; and
  - (b) to copy and distribute as needed, solely in connec on with an Authorized System, non-confiden al NXP informa on provided as part of the Licensed So ware for the purpose of maintaining and suppor ng Authorized Systems with which the Licensed So ware is integrated.
- 2.4 Separate license grants to Third Party So ware, or other terms applicable to the Licensed So ware if different from those granted in this Sec on 2, are contained in Appendix A. The Licensed So ware may be accompanied by a So ware Content Register which will iden fy that por on of the Licensed So ware, if any, that is subject to the different terms in Appendix A.
- 2.5. You may use subcontractors on your premises to exercise your rights under Sec on 2.2 and Sec on 2.3, if any, so long as you have an agreement in place with the subcontractor containing confiden ality restric ons no less stringent than those contained in this Agreement. You will remain liable for your subcontractors' adherence to the terms of this Agreement and for any and all acts and omissions of such subcontractors with respect to this Agreement and the Licensed So ware.

## 3. <u>LICENSE LIMITATIONS AND RESTRICTIONS</u>.

- 3.1. The licenses granted above in Sec on 2 only extend to NXP Intellectual Property Rights that would be infringed by the unmodified Licensed So ware prior to your prepara on of any Deriva ve Work.
- 3.2. The Licensed So ware is licensed to you, not sold. Title to Licensed So ware delivered hereunder remains vested in NXP or NXP's licensor and cannot be assigned or transferred. You are expressly forbidden from selling or otherwise distribung the Licensed So ware, or any por on thereof, except as expressly permied herein. This Agreement does not grant to you any implied rights under any NXP or third party Intellectual Property Rights.
- 3.3. You may not translate, reverse engineer, decompile, or disassemble the Licensed So ware except to the extent applicable law specifically prohibits such restric on. You must prohibit your subcontractors or customers (if distribu on is permi ed) from translang, reverse engineering, decompiling, or disassembling the Licensed So ware except to the extent applicable law specifically prohibits such restric on.
- 3.4. You must reproduce any and all of NXP's (or its third-party licensor's) copyright no ces and other proprietary legends on copies of Licensed So ware.
- 3.5. If you distribute the Licensed So ware to the United States Government, then the Licensed So ware is "restricted computer so ware" and is subject to FAR 52.227-19.



以上内容仅为本文档的试下载部分,为可阅读页数的一半内容。如要下载或阅读全文,请访问: <a href="https://d.book118.com/12801006413">https://d.book118.com/12801006413</a> 3006031