

**ARTEMISIA
SUPPLEMENTARY AGREEMENT**

This Artemisia Supplementary Agreement (the “Agreement”) is made on the 3rd day of November 2006 (the “Effective Date”) and amended on April 3, 2007 (the “Amendment Date”)

between

1. the private limited company **Philips Electronics Nederland B.V.**, with registered office at Boschdijk 525, 5621 JG Eindhoven, with Ministry of Justice number B.V. 48940, entered in the commercial register under number 17008551 (“**Philips**”);
2. the public limited company **STMicroelectronics N.V.**, with registered office at Schiphol Boulevard 265, 1118 BH Amsterdam Airport, entered in the commercial register under number 33194537;
3. **Thales**, a French Société Anonyme having its registered headquarters 45, rue de Villiers-92200 Neuilly-sur-Seine (France) and registered at the Trade and Companies Register of Nanterre under n° 552 059 024;
4. **Nokia Corporation**, a public limited company established in Finland with its registered offices at Keilalahdentie 4, 02150 Espoo, Finland, entered in the trade register under number 0112038-9;
5. **DaimlerChrysler AG**, with registered office at Mercedesstraße 136, 70322 Stuttgart, Germany, entered in the Commercial Register Stuttgart, No. HRB 19360.

all hereinafter referred to as "**Initial Signing Parties**"

Preamble

WHEREAS the Initial Signing Parties currently are participating in the European Technology Platform (“ETP”) “ARTEMIS”, hereinafter referred to as “ARTEMIS”, being an European Technology Platform to promote research and development (‘R&D’) and innovation in the field of embedded systems – the electronics and software that impart intelligence to products, processes and services - in order to strengthen the competitiveness of the European industry

WHEREAS it has been discussed and decided in the Steering Board and Executive Board of ARTEMIS that several industrial participants in ARTEMIS wish to participate together with the Commission of the European Communities (the “Commission”) and member states and associated states of the European Union in a joint undertaking to implement a joint technology initiative in the field of embedded computing systems, to be established under article 171 of the Treaty of the European Union on the basis of a resolution of the Council of the European Union (the “JU”).

WHEREAS for reasons of efficiency and for creating a participant in the JU that is sufficiently representative of the R&D-actors in aforementioned field, the large companies participating in ARTEMIS wish to cooperate and participate through one legal entity, which is open for participation by other large companies, small and medium sized enterprises, universities and other public research organisations as well;

WHEREAS within the Working Group “Funding” of ARTEMIS extensive discussions have taken place and proposals have been made for the Steering Board and Executive Board of ARTEMIS regarding the legal structure of such participation in the JU and the JU itself;

WHEREAS such discussions and proposals have led to a draft of Article of Association for a Dutch association to be established by the Initial Signing Parties and an outline for this Supplementary Agreement to which members of the Steering Board and the companies and organisations they represent could provide input and comments, based on which input and comments the Draft Articles of Association (as defined below) and this Agreement have been made;

WHEREAS it has been discussed in the Steering Board and Executive Board of ARTEMIS that the Initial Signing Parties shall establish a Dutch association with the name “ARTEMISIA”, substantially in accordance with the Draft Articles of Association, finalise and enter into this Supplementary Agreement, setting out the certain basic principles for cooperation between the members of ARTEMISIA in ARTEMISIA and the JU, recruit as many members as possible for ARTEMISIA under the current participants in ARTEMIS and other potentially interested parties in a membership and take further action necessary to have the activities of ARTEMIS assumed by ARTEMISIA as soon as possible.

WHEREAS the Commission of the European Communities has formulated in the draft statutes of the JU dated March 14, 2007 a financial commitment for the envisaged members of the JU to support the operating costs of the JU as follows:

“The operating costs¹ of the ARTEMIS Joint Undertaking for the period ending on 31 December 2017 shall be supported by its members:

- (a) ARTEMISIA shall make a contribution of up to EUR 20 million or up to 1% of the overall costs of Projects, whichever figure is higher.*
- (b) the Community shall make a contribution of up to EUR 10 million.*
- (c) ARTEMIS Member States shall make in-kind contributions to the operating costs by facilitating the implementation of Projects and the granting of public funds as referred to in Article 15.*

The contributions of the Community and ARTEMISIA may be made available through partial instalments in accordance with the provisions of the relevant Annual Budget Plan.”,

WHEREAS the Parties to this Agreement acknowledge that Artemisia needs to be provided with a solid structure to fund its commitment as referred to under (a) and any further formalisation thereof (hereinafter referred to as the “Artemisia Financial Commitment”)

WHEREAS in view hereof Parties wish to lay down in this Agreement a solid base for funding this Artemisia Financial Commitment to ensure that Artemisia will be able to fulfil this commitment.

WHEREAS the Parties wish to agree to a contribution scheme that includes payment of a variable contribution by members in respect of each JU Project in which they participate of [1.5] per cent of their Total Costs (as defined below) in such JU Project, which is based on the following assumptions:

- Operating Costs (as defined below) of the JU will amount at least 1% of the Total Costs (as defined below) plus ten (10) million euros, being the maximum amount to be contributed by the European Community as support to the Operating Costs as referred to under (b) above; and
- The variable contribution of 1.5% will be paid over at least two-thirds of the total of Total Costs in all JU Projects.

WHEREAS the Parties will not object to an annual assessment, or additional assessment if deemed necessary by the Steering Board, by or at proposal of the Steering Board against the assumptions set out above, the actual and expected future financial situation of ARTEMISIA, the financial resources necessary to fund other activities or intended other activities of ARTEMISIA, and any other relevant circumstances, whether and to what extent the Contribution may be decreased and still be sufficient, or should be increased to be sufficient, to serve as sustainable coverage of the Artemisia activities and ARTEMISIA Financial Commitment for the full term of that commitment and taking into account aforesaid circumstances.

WHEREAS if the results of any such assessment would support an upwards or downwards adjustment of the Contribution, Parties shall not be restricted by this Agreement to determine

¹ Operating costs are the costs necessary for the functioning of the ARTEMIS Joint Undertaking excluding the funding of Research and Development Activities

their way of voting in the General Assembly in respect of any proposal made by or on behalf of the Steering Board for such adjustment of the Contribution.

NOW, THEREFORE, THE INITIAL SIGNING PARTIES HAVE AGREED AS FOLLOWS:

Article I **DEFINITIONS**

1. When used in this Agreement, the following capitalized terms shall have the meanings set forth below:

1.1 “Acceded Party” shall mean any legal entity that has acceded to this Agreement in accordance with Article 2.2 hereof.

1.2 “ARTEMISIA” shall mean the association to be established by the Initial Signing Members in accordance with article 2.1.

1.3 “Artemisia Financial Commitment” shall have the meaning as attributed thereto in the preamble of this Agreement.

1.4 “ARTEMISOS project” shall mean the project under contract number 15754 within the IST Priority 2.3.6.3 of the sixth Framework Programme of the European Community that runs until April 30, 2006

1.5 “Associated Company” shall mean with respect to each of the Parties or, if used in the IPR Arrangements, with respect to each of the JU Project Participants in the JU Project concerned, any corporation or other legal entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such Party or JU Project Participant, but only with respect to the period said Control continues.

1.6 “Contribution” shall mean the contribution to be made by Members and Associates, respectively, to ARTEMISIA as set by the General Assembly.

1.7 “Control” shall mean the power, whether or not normally exercised, to direct the management and affairs of another corporation or other legal entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. In the case of a corporation, the direct or indirect ownership of more than fifty per cent (50%) of its outstanding share capital shall in any case be deemed to confer control.

1.8 “Fixed Contribution” shall mean the part of the Contribution set by the General Assembly on the basis of Article 4 paragraph 3, first sentence, and Article 7 paragraph 2, respectively, of the articles of association of ARTEMISIA as specified in clause 3.2.

1.9 “Declaration of Accession” shall mean the declaration in the form as attached hereto as Annex 3.

1.10 “Declaration of Acceptance” shall mean the declaration in the form as attached hereto as Annex 5.

1.11 “Draft Articles of Association” shall mean the draft of the articles of association for an association under Dutch law called “ARTEMISIA” as attached to this agreement as Annex 1

1.12 “Supplementary Agreement Secretary” shall mean the Vice-President of Artemisia that is secretary of Artemisia.

1.13 “Group” shall mean a group of companies under the same common Control and the Controlling company.

1.14 Initial Signing Party” shall mean the Parties mentioned on the first page hereof under 1. through 5. above.

1.15 “IPR Arrangements” shall mean the terms and conditions as set forth in Annex 6 to this Agreement.

1.16 “ITEA 2 Office” shall mean the association under Dutch law with the name “ITEA Office” and with registered seat in Eindhoven, established by notarial deed of April 20, 2000.

1.17 “JU” shall have the meaning as attributed thereto in the preamble of this Agreement.

1.18 “JU Project” shall mean a research and/or development project that is selected by the JU following calls for proposal and thereafter partly funded by the JU.

1.19 JU Project Participant” shall mean a participant in a JU Project, being party to a Project Agreement .

1.20 “Member”, “Corporate-Member”, “Public Research organisation-Member”, “SME-Member” and “Associate” shall mean a member, Corporate-Member, Public Research organisation-Member, SME-Member and associate of ARTEMISIA, respectively.

1.21 “Operating Costs” shall mean the costs of the JU necessary for the functioning of the JU and included in the applicable approved annual budget plan of the JU, excluding the funding of research and development activities by the JU.

1.22 “Party” and “Parties” shall mean an Initial Signing Party or Acceded Party, as the context may require, and the Initial Signing Parties and/or Acceded Parties, respectively.

1.23 “President” and “Vice-President” shall mean the president and any vice-president of ARTEMISIA.

1.24 “Project Agreement” shall mean an agreement setting forth all or part of the terms and conditions that apply to a JU Project between JU Project Participants, like a project consortium agreement.

1.25 “SRA” shall mean the strategic research agenda in the field of embedded systems of ARTEMISIA, being the strategic research agenda of the ARTEMIS European Technology Platform. For the avoidance of doubt, Parties agree that the strategic research agenda of the ARTEMIS European Technology Platform consists of:

- ARTEMIS Strategic Research Agenda - First Edition March 2006
- Reference Designs and Architectures - Edition May 2006
- Seamless Connectivity and Middleware - Edition May 2006
- Design Methods and Tools - Edition May 2006
- ARTEMIS Innovation Environment - Edition May 2006
- Reference Designs and Architectures Priorities Analysis Report Version 1.1 18/7/2006
- Seamless Connectivity and Middleware Priorities Analysis Report Version 1.1 18/7/2006
- Design Methods and Tools Priorities Analysis Report Version 1.1 18/7/2006

Moreover, for the avoidance of doubt the Parties agree that the term “SRA” shall also include amendments thereto approved by the General Assembly of ARTEMISIA in accordance with article 4.2

1.26 “Steering Board”, “Presidium”, “Secretary-General”, “General Assembly”, shall mean the “Steering Board”, “Presidium”, “Secretary-General” and “General Assembly” of ARTEMISIA, respectively.

1.27 “Total Costs” shall mean the total costs incurred by a JU Project Participant for executing a JU Project to the extent funding by the JU provided to such JU Project Participant is based on such costs.

1.28 “Variable Contribution” shall mean the part of the Contribution set by the General Assembly on the basis of Article 4 paragraph 3, second sentence, and Article 7 paragraph 3, respectively, of the articles of association of ARTEMISIA as specified in clause 3.3 or such part of the Contribution set by the General Assembly replacing the part of the Contribution as specified in clause 3.3 and based on a Member’s or Associate’s, respectively, and its Associated Companies’ Total Costs in JU Projects in which it and/or its Associated Companies participate.

2. Establishment of Artemisia, Acceded Parties, Costs

2.1 Establishment ARTEMISIA association. By signing this Artemisia Supplementary Agreement, the Initial Signing Parties agree to establish an association under Dutch law in Eindhoven, The Netherlands with the name “ARTEMISIA” and with articles of association substantially in accordance with the Draft Articles of Association and to become member of ARTEMISIA as specified in the Draft Articles of Association. The Initial Signing Parties agree that the first Steering Board and Presidium of ARTEMISIA shall be appointed by the notarial deed of establishment of ARTEMISIA in accordance with Annex 4.

2.2 Accession to this Agreement. Parties agree that any legal entity that meets the requirements for membership of ARTEMISIA, other than the requirement to be party to this Agreement, as set forth in the articles of association of ARTEMISIA, may request to become a party to this Agreement by submission of Declaration of Accession that has been fully

executed by a duly authorised representative of that entity to the Supplementary Agreement Secretary. The accession of such entity shall become effective only through a confirmation in writing of the accession of such entity by the Supplementary Agreement Secretary. However, Parties agree that the Supplementary Agreement Secretary may withhold, after approval of the Presidium, such confirmation and thereby accession to this Agreement of such legal entity for serious reasons, taking into account the principles of fairness, openness, transparency and non-discrimination.

3. **Contribution to ARTEMISIA**

3.1 Members agree to vote in the General Assembly only in favor of any proposal by the Steering Board to the General Assembly regarding Contribution if such Contribution is in accordance with the provisions of this article 3 (the “Agreed Contribution Scheme”) and additionally requires the Corporate Members to pay Variable Contribution for Non-Contributing Non-Members as laid down in article 5.

3.2 Fixed Contribution:

(a) The Members and Associates shall pay, on dates as to be set by the Steering Board or General Assembly, an annual fixed Contribution according to the following provisions:

(i) 10,000 euros for Corporate Members, not falling in the category as defined under subclause (ii) below

(ii) 5,000 euros for Corporate Members with a world-wide turnover in the Group to which they belong of less than 500 Million euros in the ended financial year before the Effective Date; and

(iii) 1,000 euros for SMEs-Members, Public Research organization-Members and Associates.

(b) The Fixed Contribution for the years 2006 and 2007 shall be paid by Members and Associates, respectively, pro rate to the duration of their membership and them being an Associate, respectively, during the respective calendar years.

3.3 Variable Contribution:

(a) The Members and Associates shall pay an annual variable Contribution according to the following provisions:

(i) The Variable Contribution payable per Member and Associate, respectively, for a financial year shall be calculated on the base of a Member’s or Associate’s, respectively, and its Associated Companies’ Total Costs in JU-Projects in the relevant financial year;

(ii) for the year 2006 and 2007 no Variable Contribution shall be due ;

(iii) for the years after 2007 the Variable Contribution shall be set to 1.5 % of a Member’s or Associate’s, respectively, and its Associated Companies’ Total Costs in JU-Projects in the relevant financial year .

(iv) the Variable Contribution due in respect of a financial year shall be payable on the dates as to be set by the Steering Board or General Assembly.

(v) For Corporate members falling in the category defined in article clause 3.2(a)(ii), SME-Members, Public Research organisation-Members and Associates, the Steering Board, except if already decided by the General Assembly, may determine that such Members and Associates shall pay an advance in respect of the Variable Contribution for a financial year. The advance payable by a specific Member or Associate, respectively, shall be based on a reasonable estimation of the Steering Board of the Variable Contribution to be due by such Member or Associate, respectively, in respect of the relevant financial year, in which estimation the Steering Board shall take into account the respective Member's and Associate's reasonable forecast of its and its Associated Companies' Total Costs in JU Projects for the relevant financial year. The Steering Board may determine that such advance shall be payable in instalments and the Steering Board shall determine the dates on which such advance, or instalments, as the case may be, is/are due and payable. As soon as reasonably possible after the lapse of each financial year the Steering Board shall compute the difference between the actual Variable Contribution due by each such Member and Associate and the advances paid by each such Member and Associate in respect of such financial year and inform each such Member and Associate in writing of such difference. If the advances paid by a Member or Associate in respect of a financial year are less than the actual Variable Contribution that is due, such Member or Associate shall pay such difference to Artemisia within 60 days of receipt of such notification. If the advances paid by a Member or Associate in respect of the relevant financial year are more than the actual Variable Contribution that is due, Artemisia shall pay such difference to such Member or Associate, respectively, within 60 days of dispatch of such notification; and

(vi) Corporate Members, not falling in the category defined in article 3.2(a)(ii) above, shall pay an advance payment for the Variable Contribution in the amount of 50,000 euros (in full: fifty thousand euros). The advance payment shall be due and payable in instalments on dates to be set by the Steering Board. The Steering Board shall base its setting of such dates on the reasonably expected financial needs of ARTEMISIA. The Variable Contribution to be made by Corporate Members shall be set off during the period starting on the Effective Date of this Agreement and ending on December 31, 2017, against the aforementioned advance payment. Subject to the provisions of the following sentence, to the extent such advance payment has not been fully set off against Variable Contribution after the applicable period, ARTEMISIA will be discharged from all obligations to refund such advance payment.

3.4 Annual Assessment of Contribution and potential adjustment thereof

(a) Parties agree not to object to annual assessment, or additional assessments, by or at proposal of the Steering Board, of any Contribution scheme based on the Agreed Contribution Scheme and/or any adjustment thereof, against the elements set forth below in this clause (a) to assess whether and to what extent the Contribution based on the Agreed Contribution Scheme or any adjusted Contribution may be decreased and still be sufficient, or should be increased to be sufficient, to serve as sustainable coverage of the Artemisia activities and ARTEMISIA Financial Commitment for the full term of that commitment and taking into account the elements set forth below:

(i) the correctness or incorrectness of the assumptions on which the Agreed Contribution Scheme has been based as set out in the preamble of this Agreement as

appearing from experiences over the past financial year and substantiated reasonable expectations in respect thereof for the forthcoming financial years,

- (ii) the actual and expected future financial situation and expenditure of ARTEMISIA
- (iii) the financial resources necessary to fund other current and intended activities of ARTEMISIA,
- (iv) the annual budget plan of the JU of the current, and, if available, forthcoming financial year of the JU, and the forecast for Operating Costs for following financial years contained therein; and
- (v) any other relevant circumstances

(b) If the results of the assessment referred to under (a) above would support an upwards or downwards adjustment of the Contribution, Parties shall not be restricted by this Agreement to determine their way of voting in the General Assembly in respect of any proposals made by or on behalf of the Steering Board for adjustment of the Contribution supported by the outcome of the aforesaid assessment. Any such adjustment to the Contribution set by the General Assembly in accordance with this article 3 shall amend or replace, as the case may be, the Agreed Contribution Scheme, with effective date as decided by the General Assembly in accordance with the articles of association of ARTEMISIA

3.5 Reporting of Total Costs

- (a) Each of the Parties agree among each other and towards and for the benefit of ARTEMISIA to report in writing to Artemisia:
- (i) within three (3) months after the end of any financial year of the JU in which it or any of its Associated Companies participated in one or more JU Projects, the Total Costs of it and its Associated Companies in each JU Project in which it or any of its Associated Companies participated in that financial year.
 - (b) before October 1 of each financial year of the JU a reasonable forecast of its and its Associated Companies' Total Costs in existing JU Projects and JU Projects in which it reasonably expects that it or its Associated Companies shall participate in the upcoming financial year of the JU.

3.6 Survival of provisions

- (a) Parties agree among each other and towards and for the benefit of ARTEMISIA that the obligations
- (i) to pay Variable Contribution,
 - (ii) to pay Variable Contribution for Non-Contributing Non-Members as laid down in article 5; and
 - (iii) to report in accordance with article 3.5 Total Costs in respect of JU Projects for which a Member or Associates, respectively, or any of its Associated Companies has entered into a Project Agreement during the period in which it was a Member or Associate, as the case may be,

shall survive the termination of such membership of associate-ship and the termination or expiration of this Agreement, as if the Party in respect of which such membership or

associate-ship and/or this Agreement, respectively, has terminated or expired would still be Member or Associate and/or Party to this Agreement, respectively.

4. Appointment of members of the Industry and Research Committee of the JU, major decisions in ARTEMISIA

4.1 Members agree to vote in favour of any proposal made in the General Assembly to instruct the Steering Board to nominate and appoint within the JU the members of the Steering Board as members of the Industry and Research Committee

4.2 Members agree that any amendments to the SRA require an approval by the General Assembly of Artemisia. In that respect Parties shall instruct their employees that are members of the Steering Board to submit any amendment of the SRA for approval to the General Assembly and not to approve any amendments to the SRA unless the General Assembly has approved such amendment.

5. Cooperation in JU Projects with Non-Members

(a) In view of Non-Members (as defined in this article 5) benefiting from the costs and expenses made by the JU and carried by ARTEMISIA for facilitating the selection and evaluation process of proposals of JU Projects for public funding, as well as for other activities of the JU to the benefit of research and development actors in the field of embedded systems, each of the Members and Associates agrees to use reasonable efforts to ensure that in JU Projects in which it participates, each (envisaged future) JU Project Participant that:

- (i) is not a Member of ARTEMISIA, or
 - (ii) is not an Associated Company of such Member that has agreed to comply with clause 7.1 of this Agreement,
- such JU Participant hereinafter also referred to as “ Non-Member”,

shall commit itself in writing towards ARTEMISIA, by execution of a Declaration of Acceptance or otherwise, to pay the Variable Contribution as if it were a Member and to report to ARTEMISIA in writing its Total Costs of each JU Project in which it participates of every ended financial year the JU and a forecast of its Total Costs the upcoming financial year of the JU in accordance with the time-limits as set in article 3.5. Non-Members that have committed themselves in accordance with the preceding sentence shall be referred to as “Contributing Non-Members”. All other Non-Members shall be referred to as “Non-Contributing Non-Members”. Each of the Corporate Members commits itself towards the other Parties and towards and for the benefit of ARTEMISIA that if it enters into a Project Agreement with a Non-Contributing Non-Member, it shall (1) report the Total Costs of such Non-Contributing Non-Member as would have been required by a Declaration of Acceptance if such Non-Contributing Non-Member would have executed that and (2) pay an amount to ARTEMISIA that is equal to its and its Associated Companies’ Total Costs in the JU Project concerned divided by the total of all Total Costs in that JU Project of all Corporate Members in that JU Project times the Variable

Contribution to ARTEMISIA that such Non-Contributing Non-Member would have had to pay if it had been a Contributing Non-Member.

6. Office Activities

6.1 Members agree to support proposals of the Presidium and/or Steering Board in the General Assembly and to instruct their employees being members of the Steering Board and/or Presidium:

(a) To outsource in whole or in part activities related to the internal organisation and operation of ARTEMISIA, like administration, support to the Secretary-General and support to the various bodies of ARTEMISIA (hereinafter referred to as “Office-Activities”) to the ITEA 2 Office as soon as practical after establishment of ARTEMISIA during the period to be determined by the Steering Board; and

(b) to hire individuals active in the ITEA 2 Office organization to provide certain of the Office-Activities during the period that the ITEA 2 Office has not made the required changes to its articles of association to be able to provide the services for Office-Activities as referred to under (a) above,

provided however that the ITEA 2 Office or such individuals, as the case may be, are able to provide and provide such services at a level of quality, reasonably satisfactory to the Steering Board and at pricing and other service conditions that are market conform and it being understood that for Office Activities for which the services of the ARTEMISOS project may be used, as much as possible those services shall be used.

7. Intellectual Property and Licensing

7.1 Application of the IPR Arrangements. Each of the Parties shall use its reasonable efforts to conclude a Project Agreement between JU Project Participants for each specific JU Project in which it or any of its Associated Companies participate, in which Project Agreement:

(a) the terms and conditions as laid down in the IPR Arrangements shall be applied, it being understood however that if circumstances, which may include without limitation the terms and conditions of the competent public authority that are applicable to the public funding a Party receives for the implementation of that Project Agreement, require deviations from such terms and conditions, Parties are allowed to deviate there from, and

(b) the JU Project Participants concerned may agree on any additional arrangements they deem necessary regarding the specific JU Project concerned, which arrangements shall include without limitation appropriate confidentiality arrangements.

Parties shall use their reasonable efforts to conclude aforesaid Project Agreement, or at least agree on the main principles, which include arrangements regarding intellectual property, before they respond with their potential JU Project Participants to a call for proposals in respect of the potential JU Project concerned. Such Project Agreement, or agreement on main principles, may be made subject to certain conditions, which conditions may include without limitation the condition that if terms and conditions of the Project Agreement or agreement on main principles are in conflict with terms and conditions set by the JU or public authorities funding part of such JU Project, the JU Project Participants concerned shall negotiate in good

faith appropriate amendments to such Project Agreement or agreement on main principles and the JU Project Participants shall have the right to terminate such Project Agreement or agreement on main principles absent agreement on appropriate amendments. The arrangements regarding intellectual property as referred to above, shall include, if relevant and to the extent reasonably possible, a list of what Background or other Works may be used or introduced in the applicable JU Project in a manner or upon terms that would or might result in a requirement that all or some of the Foreground be licensed under Controlled License Terms.

8. Duration and Termination

8.1 This Agreement shall come into force after having been signed by the Initial Signing Parties with effect as from the Effective Date. The Agreement expires automatically with the termination or liquidation of the JU, unless terminated earlier in accordance with this Article 8. The termination or expiration of this Agreement shall not affect any rights or obligations of Parties under any Project Agreement

8.2 Each Party to this Agreement has the right to withdraw from the Agreement by giving at least one month prior written notice to the Supplementary Agreement Secretary, provided that the termination shall become effective on the day of termination of its membership of ARTEMISIA.

8.3 At the request of the Presidium, or any Party, the Supplementary Agreement Secretary may terminate a Party from this Agreement with immediate effect by giving written notice to such party if:

- (a) such Party's membership of ARTEMISIA is terminated for whatever reason;
- (b) such Party ceases to meet the requirements for membership of ARTEMISIA as set but the Articles of Association of ARTEMISIA;
- (c) a ground for termination of such Party's membership of ARTEMISIA has arisen which would give the Steering Board the right to terminate such Party's membership of ARTEMISIA;
- (d) a Party is in material breach of any of its obligations under this Agreement and has not remedied such breach, if capable of being remedied, within thirty (30) days after having received a written notice by one or more other Party/Parties or the Supplementary Agreement Secretary in which it is requested to remedy such breach.

8.4 Any termination will only apply between the Party, who terminated this Agreement or whose participation was terminated, on the one hand, and the other Parties on the other hand, and this Agreement will continue between the remaining Parties. Any provision of this Agreement that is destined to survive the expiration or termination of this Agreement, including without limitation the provisions of Article 3.6, shall survive such expiration or termination.

9. Miscellaneous

9.1 Amendment of IPR Arrangements and Contribution Related Provisions. The Parties agree the IPR Arrangements and/or the provisions laid down in Article 3 and 5 (the “Contribution related Provisions”) may be amended by written agreement between the Parties to this Agreement representing at least two-thirds of all the votes Members have in the General Assembly and provided that the proposal for amendment of the IPR Arrangements and/or Contribution related Provisions concerned has been sent to all Parties at the addresses administered in the administration of ARTEMISIA or of their registered office at least one month prior to the date of aforementioned decision. For the avoidance of doubt and to the extent legally required, Parties hereby acknowledge and agree that any amendment to the IPR Arrangements and/or Contribution related Provisions agreed upon in accordance with the preceding sentence shall be deemed to be an amendment to Annex 6 and/or Article 3 or 5, as the case may be, hereto effective as of the 30th day following the date of such decision (the “Effective Amendment Date”). Parties acknowledge and agree that no amendment to the IPR Arrangements shall affect JU Project Agreements with an effective date before the Effective Amendment Date of such amendment, unless unanimously agreed to in writing by all the JU Project Participants concerned. Moreover, Parties agree that within twenty-one (21) days following the Effective Amendment Date Parties that do not wish to accept the amendment of the IPR Arrangements and/or Contribution related Provisions are permitted to withdraw from this Agreement in accordance with the provisions of Article 8.2, it being understood however that the notice period of those provisions shall not apply.

9.2 Amendment of provisions other than the IPR Arrangements or Contribution Related Provisions. Any amendments to this Agreement, other than an amendment to the IPR Arrangements or the Contribution Related Provisions, are subject to mutual written agreement between all the Parties hereto.

9.3 If this Agreement would contain provisions that are in conflict with the regulation of the council of the European Union establishing the JU, Parties shall enter into good faith discussions on appropriate amendments to this Agreement to avoid or eliminate such conflict.

9.4 The rights and obligations arising from this Agreement can not be assigned to any third party, without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld.

9.5 The rights of Artemisia as stipulated for Artemisia may be directly enforced by Artemisia towards the Parties to this Agreement upon acceptance of such rights by Artemisia by written notice thereof to the Supplementary Agreement Secretary.

9.6 Any dispute of whatever nature in respect of or arising out of this Agreement, even those which arise after its termination, shall be settled amicably. If such a settlement fails, this dispute shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") by three (3), in which case the chairman shall be of juridical education, or such lower number of arbitrators as the Parties being party to the dispute may agree upon in writing, appointed in accordance with said Rules. Such arbitration shall be held in The Hague, and shall be conducted in the English language.

9.7 The Agreement is governed by the laws of The Netherlands

9.8 This Agreement and the accessions thereto are concluded, respectively declared, in the English language. In any case of translation into other languages the English language shall prevail.

9.9 In the event that any provision/clause of this Agreement by whatever reason is or will be found to be legally unenforceable or in any case of a loophole in the Agreement that needs to be filled in, the enforcement of the Agreement shall not be effected. The legally unenforceable provision/clause or the loophole to be filled in shall be substituted by mutual agreement between the Parties hereto by a provision/clause which within the legal possibilities is nearest to that what the parties would have intended if they had known the non enforceability or if they had envisaged the missing point in question.

IN WITNESS WHEREOF, the Initial Signing Parties have caused this Agreement to be signed by their duly authorized representatives on November 3, 2006.

PHILIPS ELECTRONICS NEDERLAND B.V.

(signature)
Name:
Title :

(signature)
Name:
Title :

STMICROELECTRONICS N.V.

(signature)
Name:
Title :

(signature)
Name:
Title :

THALES

(signature)
Name:
Title :

(signature)
Name:
Title :

NOKIA CORPORATION

(signature)
Name:
Title :

(signature)
Name:
Title :

DAIMLERCHRYSLER

(signature)
Name:
Title :

(signature)
Name:
Title :

Annex 1 to Artemisia Supplementary Agreement

Draft Articles of Association

Annex 2 – Intentionally left blank

Annex 3 – Declaration of Accession

(Applicant full address):

.....
.....
.....
.....

Date:

**Declaration of Accession
for Party to the Artemisia Supplementary Agreement**

To be addressed to the: [Supplementary Agreement Secretary]
[address]

With reference to the Artemisia Supplementary Agreement with Effective Date [.....] and as amended on March [..], 2007, hereinafter referred to as the “Agreement”,

[name of the acceding entity], – hereinafter referred to as “X”

.....

(Address) (Direct line/Fax)

declares that:

1. it wishes to accede and accedes to the Agreement as of the date of confirmation of this accession in accordance with Section 2.2 of the Agreement (the “Accession Date”),
2. it wishes to become member of ARTEMISIA and shall apply for membership of ARTEMISIA and not withdraw such application; and
3. agrees to and shall comply with the terms and conditions of the Agreement as of the Accession Date.

.....

Name:

Function:

Place of Business:

Date:

Annex 4 - First Members of the Steering Board and Presidium

Steering Board:

President: Yrjo Neuvo

Vice-President, secretary: Dominique Vernay

Vice-President, treasurer: Emile Aarts

Vice-President: Eric Schutz

Vice-President: Klaus Grimm

Presidium:

President: Yrjo Neuvo

Vice-President, secretary: Dominique Vernay

Vice-President, treasurer: Emile Aarts

Vice-President: Eric Schutz

Vice-President: Klaus Grimm

Annex 5 – Declaration of Acceptance

(Applicant full address):

.....
.....
.....
.....

Date:

Declaration of Acceptance

To be addressed to the ARTEMISIA
f.a.o. the Steering Board
[address]

Dear Sirs, Madams,

In respect of the below-mentioned project (the “Project”), we hereby declare to you, also for the benefit of the other participants in the Project, that we accept and agree to pay you amounts equal to 1.5% of our and our Associated Companies’ (as defined below) Total Costs (as defined below) incurred in the execution of the Project in a financial year of the Artemis Joint Undertaking (the “JU”) during every financial year of existence of the JU.

In addition we agree to report in writing to Artemisia:

- (a) within three (3) months after the end of any financial year of the JU during which we participated in the Project, our and our Associated Companies’ Total Costs in the Project.
- (b) before October 1 of each financial year of the JU, a reasonable forecast of our and our Associated Companies’ Total Costs in the Project.

Furthermore, we agree to pay an advance in respect of the annual amounts payable as set out above, as may be set by Artemisia on the based of a reasonable estimation of Artemisia of the amounts to be due by us in respect of a relevant financial year, in which estimation Artemisia shall take into account our reasonable forecast of Total Costs as referred to under (b) above for the relevant financial year.

Artemisia may determine that such advance shall be payable in instalments and Artemisia shall determine the dates on which such advance, or instalments, as the case may be, is/are due and payable. As soon as reasonably possible after the lapse of each financial year Artemisia shall compute the difference between the actual amount payable due by us and the advances paid us in respect of such financial year and inform us in writing of any such difference.

If the advances paid by us in respect of a financial year are less than the actual amount that is due, we shall pay such difference to Artemisia within 60 days of receipt of such notification. If the advances paid by us in respect of the relevant financial year are more than the actual amount that is due, Artemisia shall pay such difference to us, respectively, within 60 days of dispatch of such notification.

Further the purpose of this document the following terms starting with a capital shall have the meaning as set fort below:

“Associated Company” shall mean any corporation or other legal entity that directly or indirectly Controls us, is Controlled by us, or is under common Control with us, but only with respect to the period said Control continues.

“Control” shall mean the power, whether or not normally exercised, to direct the management and affairs of another corporation or other legal entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. In the case of a corporation, the direct or indirect ownership of more than fifty per cent (50%) of its outstanding share capital shall in any case be deemed to confer control.

“Project” shall mean: **[Include name and description of JU Project]**

“Total Costs” shall mean our total costs and expenses incurred in the Project for executing the Project to the extent funding by the JU provided to us is based on such costs and expenses.

[name of the entity making this declaration]

.....
Name:
Function:
Place of Business:
Date:

Annex 6 – IPR Arrangements

1. Definitions and General principles

1.1 Definitions. When used in this Annex 6, the terms starting with a capital shall have the meanings as set forth below in this Annex 6 or, if not set forth below, as defined in the Artemisia Supplementary Agreement to which this Annex 6 is an annex, unless explicitly defined otherwise.

(a) **“Access Right”** means non-exclusive licences and user rights to Foreground or Background under Project Agreements applying the terms and conditions set forth in articles 2 through 8 of the IPR Arrangements, or if the relevant Project Agreement contains deviating terms and conditions, such deviating terms and conditions. In granting Access Rights the conditions may vary between the recipients unless otherwise specified and:

- (i) “royalty-free” means at no cost and against no conditions other than those specified in this Agreement;
- (ii) “transfer conditions” means conditions that have a value lower than favourable conditions, normally the cost of making the Access Rights available;
- (iii) “favourable conditions” means conditions preferential to commercial conditions;
- (iv) “commercial conditions” means open market conditions.

Unless otherwise agreed otherwise between JU Participants in a specific JU Project, Access Rights shall not confer entitlement to grant sublicenses. Access Rights that are granted on a royalty-free basis are deemed granted as of the effective date of the specific Project Agreement. All other Access Rights need to be requested for in writing and shall be granted subject to an agreement between the parties concerned.

(b) **“API”** shall mean the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software

(c) **Background** shall mean Background Information and Background IPR. In respect of a specific JU Project, a JU Project Participant may list its Background of which it expects that Access Rights have to be granted in accordance with the terms and conditions of the relevant Project Agreement. Such list however shall be for information purpose only and shall not be interpreted or construed as limitation of Access Rights to be granted to Background in accordance with the Project Agreement.

(d) **Background IPR”** shall, in relation to a JU Project, mean any IPRs, other than Foreground IPRs, (a) which are owned or controlled by a JU Project Participant at the effective date of the corresponding Project Agreement, or (b) in respect of which ownership or control is acquired by a JU Project Participant during the term of the corresponding Project Agreement as a result of activities outside the framework of the JU Project as defined in the corresponding Project Agreement.

(e) **“Background Information”** shall, in relation to a JU Project, mean any Information, other than Foreground Information, (a) which is owned or controlled by a JU Project Participant at the effective date of the corresponding Project Agreement, or (b) in respect of which ownership or control is acquired by a JU Project Participant during the term of the corresponding Project Agreement as a result of activities outside the framework of the JU Project as defined in the corresponding Project Agreement.

(f) **"RTD Undertaking"** shall mean a legal entity (which may include without limitation industrial undertakings, universities and research centres) to the extent it is a party in R&D projects in the field of embedded systems concerning domains related to those represented in the SRA.

(g) **"Controlled License Terms"** means terms in any license that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any copyright work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

(i) (where the Work or Derivative Work is Software) that the Source Code be made available as of right to any third party on request, whether royalty-free or not;

(ii) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;

(iii) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, terms in any license that merely permit (but do not require any of) these things are not Controlled License Terms.

(h) **"Foreground"** Foreground Information and Foreground IPRs

(i) **"Foreground IPR"** shall mean any IPRs that are generated as a result of the activities conducted within the framework of the JU Project concerned as specified in the corresponding Project Agreement.

(j) **"Foreground Information"** shall mean any Information that is generated as a result of the activities conducted within the framework of the JU Project concerned as specified in the corresponding Project Agreement.

(k) **"Information"** shall mean any drawings, specifications, photographs, samples, models, processes, procedures, instructions, software, reports, papers, and any other technical and/or commercial information, know-how, data and documents of any kind, including oral information, other than IPR.

(l) **"Intellectual Property Right" or "IPR"** shall mean any intellectual property rights, including, without limitation, any classes and types of patents, including utility models and utility certificates, industrial design rights, copyrights, trade secrets, database rights, semiconductor IC topography rights, as well as any registrations, applications, divisions, continuations, re-examinations, renewals or reissues of any of the foregoing, but specifically excluding trademarks, and trade names.

(m) **"Limited Source Code Access"** shall mean:

(1) access to Object Code; or where normal use of such Object Code requires an API, access to such Object Code and such API; or

(2) if (1) is not available, access to Source Code

(n) **"Needed"** shall mean "technically essential" for the implementation of the JU Project and/or in respect of Use of Foreground, and where Intellectual Property Rights are concerned, shall mean that those Intellectual Property Rights would be infringed absent the Access Rights granted under the applicable Project Agreement.

(o) “**Object Code**” shall mean Software in machine-readable compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other Software

(p) “**Software**” shall mean a software program being sequences of instructions to carry out a process in, or convertible into, a form executable by a computer, and fixed in any tangible medium of expression

(q) “**Source Code**” shall mean Software in human readable form normally used to make modifications to it, including but not limited to comments and procedural code such as job control language and scripts to control compilation and installation

(r) “**Source Code Access**” shall mean access to Source Code as Needed for a JU Project Participant for execution of its part of the JU Project or for a JU Participant’s Use of Foreground.

(s) “**Use**” shall mean the developing, creating and marketing a product or process, or for creating and providing a service as may be further defined.

1.2 Ownership The Foreground shall be owned by the JU Project Participant who carried out the work generating the Foreground, or on whose behalf such work was carried out. The Foreground is to the free and unrestricted disposal of the generating JU Project Participant.

1.3 Joint Ownership. If, in the course of carrying out work on the JU Project, employees and/or subcontractors of more than one JU Project Participant jointly make an invention, design or work, and if the features of such joint invention, design or work are such that it is not possible to separate them for the purpose of applying for or obtaining the relevant patent protection or other property rights, the JU Project Participants concerned may jointly apply for the relevant patent or other property rights. The arrangements for applying for and maintaining such patent or other property rights shall be agreed between the JU Project Participants concerned on a case-by-case basis. Subject to any other agreement between the JU Project Participants concerned, and so long as any such patent or other property rights is in force, the JU Project Participants concerned shall be entitled to use and to license such patent or other property right without any financial compensation to or the consent of the other JU Project Participants concerned.

2. Access Rights for Research and Development

2.1 Access Rights to Foreground. With regard to its Foreground each of the JU Project Participants shall make available and shall grant non-exclusive, non-transferable rights and licenses:

(a) to the other JU Project Participants participating in that specific JU Project on a royalty free basis, where and to the extent that such Foreground is Needed for the execution of their own research and development work under the said specific JU Project.

(b) to other JU Project Participants being or becoming parties to another JU Project, provided that:

(i) the granting of the fore mentioned rights are to be treated on a case by case basis and with the agreement of all the JU Projects Participants concerned

(ii) the other JU Project Participants concerned are willing to grant to the JU Project Participants equivalent rights,

on transfer conditions, to the extent that such Foreground is Needed for the execution of their own research and development work under their specific JU

Projects and provided that, suitable arrangements, which shall include without limitation confidentiality arrangements, required by the JU Project Participants are concluded to ensure that the Foreground will not be used for any other purpose than that for which it was supplied; and

(c) to RTD Undertakings, provided that:

(i) the granting of the fore mentioned rights are to be treated on a case by case basis and with the agreement of all the parties concerned (public and private)

(ii) the RTD Undertakings concerned are willing to grant to the JU Project Participants equivalent rights, on transfer conditions, to the extent that such Foreground is Needed for the execution of their own research and development work under their specific research and development projects and provided that , suitable arrangements, which shall include without limitation confidentiality arrangements, required by the JU Project Participant concerned are concluded to ensure that the Foreground will not be used for any other purpose than that for which it was supplied.

2.2 Access Rights to Background. With regard to Background it is understood that each of the JU Project Participants has the required expertise, experience and Background to undertake its own work in the specific JU Project. However, there may be occasions on which it will be Needed for JU Project Participants to give access to their Background to other JU Project Participants to execute a specific JU Project. In these cases,

(a) if for a JU Project Participant participating in that specific JU Project Background is Needed to solve a particular problem in order to achieve the JU Project's research and development objectives, that JU Project Participant will be given access to the appropriate Background of the other JU Project Participants of that specific project to the extent Needed for this purpose under transfer conditions - provided they are free to disclose such Background,

(b) if for an JU Project Participant being or becoming a party to another JU Project within the same application domain included in the SRA, Background that is available in a JU Project is Needed for research and development performance in order to achieve such JU Project's objectives, JU Project Participant that is entitled to grant Access Rights to such Background will favourably consider such JU Project Participants access to its appropriate Background at transfer conditions, provided such other JU Project Participant concerned is willing to grant to the JU Project Participants equivalent rights, provided no major business interests oppose and provided further arrangements ensure the use for such work only, to the extent Needed for this purpose - provided it is free to disclose such Background and provided that , suitable arrangements, which shall include without limitation confidentiality arrangements, required by the JU Project Participant concerned are concluded to ensure that the Background will not be used for any other purpose than that for which it was supplied

(c) if a RTD Undertaking on the conditions indicated in Clause 2.1(c) or any other JU Project Participant for other application domains as indicated in the definition of RTD Undertaking needs for the successful completion of its own research project Background related to and Needed for the utilisation of any Foreground Information received as per Clause 2.1(b) or 2.1(c) and that applicant could not reasonably be expected either to possess already or to be in a position to obtain such information or license from other sources, relevant JU Project Participant will grant access to their Needed Background on favourable conditions, provided such RTD Undertaking is willing to grant to the JU Project Participants equivalent rights, provided no major business interests oppose and provided they are free to disclose such Background , that further arrangements ensure the use for such work only, and under the proviso that no major business interests oppose and provided that , suitable arrangements, which shall include without limitation confidentiality arrangements, required by the JU

Project Participant concerned are concluded to ensure that the Background will not be used for any other purpose than that for which it was supplied

3. Access Rights for Use

3.1 Access rights to Foreground. With regard to its Foreground each of the JU Project Participants shall make available and shall grant non-exclusive, non-transferable rights and licenses, without the right to grant sublicenses, for Use , except if and to the extent otherwise provided for in this Agreement:

(a) to the other JU Project Participants of that specific JU Project on a royalty-free basis, as far as the JU Project Participants have agreed for certain parts of the JU Project on a balanced situation (comparable levels of expertise and resources); in other parts of the Project favourable conditions may apply. The relevant situation shall be defined in the specific Project Agreement.

(b) to other JU Project Participants being or becoming parties to another JU Project, as far as such Foreground has been licensed under Clause 2.1(b), on favourable conditions, provided such other JU Project Participants concerned are willing to grant to the JU Project Participants equivalent rights and under the proviso that no major business interests of the granting JU Project Participant do oppose,

(c) to RTD Undertakings on the conditions indicated in Clause 2.1(c) as far as such Foreground has been licensed under Clause 2.1(c) on commercial conditions provided such RTD Undertakings are willing to grant to the JU Project Participants equivalent rights and under the proviso that no major business interest, e.g. considering a lead-time, of the granting JU Project Participant do oppose,

(d) Any licenses and user rights to be granted under this Article 3.1 shall not, unless explicitly agreed otherwise in this Agreement or if the owner of the Foreground expressly agrees, confer any right to sub-license and may be subject to appropriate undertakings as to confidentiality.

3.2 Access Rights to Background. With regard to Background each of the JU Project Participants shall make available and shall grant non-exclusive, non-transferable rights and licenses, without the right to grant sublicenses, to the other JU Project Participants in that specific JU Project under fair, reasonable and non-discriminatory conditions, if that Background is Needed for Use of Foreground of that specific JU Project - meaning in respect of Background IPR that such Background IPR is necessarily infringed by the Use of such Foreground - , as permitted pursuant to Section 3.1 hereof and under the proviso that no major business interests of such specific JU Project Participant opposes. Notwithstanding anything to the contrary contained in this Agreement, no licenses are granted pursuant to this Agreement by either JU Project Participant under Background which are not licensable, or, if licensable, would require payment of royalty or other consideration by the licensing JU Project Participant to any third party other than an Associated Company of that JU Project Participant.

4. Special Provisions Concerning Access Rights to Software

4.1 General Principles:

(a) All of the provisions in this Agreement concerning Access Rights apply to Software that is Background or Foreground as they apply to any other Background or Foreground, but in the case of inconsistency this Article 4 shall prevail.

(b) Access Rights to Software do not include any right to require creation or delivery of Object Code or Source Code ported to any particular hardware platform or any right to require creation or delivery of any API or Software documentation in any particular form or detail, but

only as the item is available from the JU Project Participants granting the Access Rights. Transfer costs shall only be charged in exceptional circumstances.

(c) Save as expressly otherwise provided in this Article 4, no JU Project Participant shall be obliged to grant Access Rights to Source Code.

OPTION 1

All Access Rights to Software that is Foreground, whether for execution of the JU Project or for Use, shall be in the form of Source Code Access.

END OF OPTION 1

OPTION 2

All Access Rights to Software that is Foreground, whether for execution of the JU Project or for Use, shall be in the form of Limited Source Code Access.

END OF OPTION 2

All Access Rights to Software that is Background, whether for execution of the JU Project or for Use, shall be in the form of Limited Source Code Access, save that no Party shall be obliged to grant for Use any Access Rights to Source Code that is Background and that is not listed in an annex to the Project Agreement of the relevant JU Project (which annex is a list of Software that is Background in respect of which the Parties are willing when granting Access Rights to grant access to Source Code for Use).

4.2 Software license and sub-licensing rights

(a) Access Rights to Object Code and/or an API Needed for Use of Foreground shall, unless the granting and receiving JU Project Participants agree in writing to the contrary, comprise the worldwide right:

(i) to use them in research, to use them to create/market any product/process, and to use them to create/provide any service;

(ii) to distribute, make available, market, sell and offer for sale (including by using the services of a third party) such Object Code and/or API alone or as part of or in connection with any products or services of the JU Project Participant having the Access Rights;

(iii) to grant to each end-user customer buying/using such products/services a perpetual, irrevocable, worldwide licence:

(1) to use such Object Code and/or API alone or as part of or in connection with products/services of the JU Project Participant having the Access Rights;

(2) to use such Object Code and/or API to maintain such products/services; and

(3) to use such Object Code and/or API to create for its own end-use interacting interoperable Software in accordance with the rights conferred by, and subject to the conditions of, Council Directive of 14 May 1991 on the legal protection of computer programs (91/250/EEC); and

(iv) in the course of and for the purpose of exercising the rights described in 4.2(a)(i) to 4.2(a)(iii) above, to make and have made an unlimited number of copies of such Object Code and/or API.

Nothing in this Article 4 shall entitle any JU Project Participant not to comply with Article 5; and if there is any inconsistency between such Article 5 and this Article 4 then such Article 5 shall prevail.

(b) Where a JU Project Participant has access to Source Code for Use, Access Rights to such Source Code shall, unless the granting and receiving JU Project Participants agree in writing to the contrary, comprise a worldwide right to copy, use and modify such Source Code as Needed to support the exercise of the Access Rights granted to such JU Project Participant in respect of corresponding Object Code, but, unless the granting and receiving JU Project Participants agree in writing to the contrary, such JU Project Participant shall not sub-license such Source Code or make it available to any third party in whole or in part.

(c) Each sub-license granted according to the provisions of this Article 4 shall, if practical, be made by a traceable agreement specifying and protecting the proprietary rights of the JU Project Participant granting the Access Rights.

5. Controlled Licenses

5.1

(a) The JU Project Participants agree that the use within the JU Project of Software that is “open source” (as defined at <http://www.opensource.org/docs/definition.php>), and/or the release of Foreground upon license terms associated with such Software, may have benefits for the conduct of the JU Project and promote the Use and dissemination of the resulting Foreground. However, they also recognise that certain of such license terms (namely Controlled License Terms) may restrict the options that are available for Use and dissemination of the resulting Foreground, and accordingly they wish to regulate, in accordance with this Article 5, the use of Controlled License Terms in relation to the JU Project and Use and dissemination of the results thereof.

(b) Without limiting the scope of this Article 5, the JU Project Participants acknowledge that Background held by a JU Project Participant pursuant to Controlled License Terms may impair or otherwise affect (i) the other JU Project Participants’ Access Rights to that Background and/or (ii) the JU Project Participants’ Use of or Access Rights to any Foreground which is wholly or in part based on that Background. Therefore, the JU Project Participant shall agree before signing of the Project Agreement what Background or other Works may be used or introduced in the applicable JU Project in a manner or upon terms that would or might result in a requirement that all or some of the Foreground be licensed under Controlled License Terms. The JU Participants agree to list such Background and other Works, the applicable specific Controlled License Terms and the agreed use in an annex to the Project Agreement. Moreover, JU Project Participants that intend to use or to introduce into the JU Project any Background or other Work in a manner or upon terms that would or might result in a requirement that all or some of the Foreground be licensed under Controlled License Terms (the “Introducing Participant”) in addition to the Background and Works listed in aforesaid annex to the applicable Project Agreement, shall notify in writing the other JU Participants in the specific JU Projects (the “Other Participants”) thereof. Such notification shall clearly identify and list such Background or other Work and shall include sufficient information regarding the Background or other Work in question, the Controlled License Terms that are applicable to it and the intended use of such Background or Works, to enable the Other Participants to assess the impairments and other effects the Controlled License Terms may have on Access Rights to such Background and on the Use of or Access Rights to any Foreground that is wholly or in part based on such Background or other Work. Such Background or Works may only be introduced or used in the applicable JU Project in accordance with the intended use as described in aforesaid notification after expiration of a period of sixty (60) days from receipt of aforesaid notification by all Other Participants, provided however that no written objections have been raised by Other Participants having a Legitimate Interest within said period. Such Background and Works against which no such objections have been raised shall be added

together with the applicable Controlled License Terms and intended use to aforesaid annex to the applicable Project Agreement. “ Legitimate Interest” shall include within limitation any impairment of or other negative effect caused by the introduction or use in the applicable Project of such Background or Works on (1) Background or Foreground of the relevant Other Participant or any of its Associated Companies, or (2) Access Rights to or Use of all or some of the Foreground.

(c) Each JU Project Participant shall comply with the terms regarding the use and introduction of aforesaid Background or Works set forth in aforesaid annex. However, the provisions of this Article 5.1 shall not constitute an agreement pursuant to Article 5.2 that any Foreground may be sub-licensed on Controlled License Terms.

5.2

(a) No Access Rights to any Background or Foreground shall include the right to sub-license that Background or Foreground upon Controlled License Terms (and accordingly none of them shall be sub-licensed upon Controlled License Terms) unless expressly in writing so agreed by the JU Project Participant granting the Access Rights, or save to the extent such right is necessarily implied by the terms regarding use and introduction listed in the aforesaid annex to the Project Agreement.

(b) This Article 5.2 shall continue to apply without limit in time notwithstanding completion of the JU Project or any termination of the applicable Project Agreement.

5.3 Article 5.2 shall not be interpreted as limiting the scope of Article 5.1, nor shall Article 5.1, be interpreted as limiting the scope of Article 5.2.

6. Assigning Ownership of Foreground

6.1 Each JU Project Participant may assign ownership of its own Foreground (including without limitation its share in Foreground that it owns jointly with another JU Project Participant or JU Project Participants, and all rights and obligations attaching to it) to any of its Associated Companies or to a third party without prior notification to the other JU Project Participants. However:

(a) any such assignment shall be made subject to the Access Rights, the rights to obtain Access Rights and to disseminate that are granted to the other JU Project Participants and their Associated Companies in the applicable Project Agreement. Therefore, the assigning JU Project Participant shall ensure that such assignment does not prejudice such rights of the other JU Project Participants or their Associated Companies. This may be done, for example,

(i) by effecting such assignment subject to a license back to the assigning JU Project Participant that is sufficient for the assigning JU Project Participant to grant to the other JU Project Participants such Access Rights, or

(ii) by the assigning JU Project Participant obtaining from the assignee of the Foreground legally binding undertakings (that can be enforced by the other JU Project Participants) to grant such Access Rights; and

(b) the assigning JU Project Participant shall assign to assignee of the Foreground all the obligations under the applicable Project Agreement in relation to protection, dissemination and Use of the Foreground; and

The JU Project Participants agree not to object to any such assignment that is effected in compliance with this Article 6.

7. **JU Projects or work there under on standards**

7.1 If and to the extent that one of the main explicit objectives of the JU Project is to contribute to the establishment or further development of a particular standard, JU Project Participants shall incorporate in the applicable Project Agreement provisions with respect to the grant of Access Rights to JU Participants and their Associated Companies and to third parties to a JU Participant's Foreground and Background Needed for the Use of such Foreground as are reasonably appropriate to support the establishment or further development of such standard, which may include that JU Project Participants seek contact with an appropriate standard setting body and apply the rules of that standard setting body with respect such Access Rights. Such provisions may deviate from the provision set forth in these IPR Arrangements.

8. Associated Companies

8.1 For the purpose of these IPR Arrangements the expression JU Project Participant shall include Associated Companies, provided that such Associated Companies duly comply with any obligations in relation with licences, user rights and confidentiality arrangements agreed upon under the applicable Project Agreements by the JU Project Participant concerned and further provided all such Associated Companies grant Access Rights to all JU Project Participants to the JU Projects concerned and their Associated Companies as if such Associated Companies were JU Participant and party to the JU Project Agreement concerned themselves.

8.2 Upon a legal entity ceasing to be an Associated Company, any Access Rights granted to such Associated Company shall lapse, provided however that with respect to Foreground or Background to which such entity has been granted Access Rights pursuant to Article 8.1 and that has been incorporated at the time of cessation of the Associated Company status of such entity into the products or processes of such entity ("Existing Products and Processes") or that has been amalgamated with such entity's own information at such time, the following will apply:

(a) with respect to Background Information and Foreground Information that is not confidential information according to the terms and conditions of the relevant Project Agreements: such Background and Foreground Information may be used without restrictions

(b) with respect to Background Information and Foreground Information that is confidential information according to the terms and conditions of the relevant Project Agreements: such Background Information and Foreground Information may be continued to be used by such entity in such Existing Products and Processes ;

(c) with respect to Background IPR and Foreground IPR, at the request of such entity, the JU Project Participants shall grant to it non-exclusive licences under such Background IPR and Foreground IPR for use in the field of Existing Products and Processes against terms and conditions substantially similar to the conditions that applied to the terminated Access Rights that had been granted to such entity pursuant to 8.1, provided that no major business interests of such JU Project Participants oppose the grant of such Access Rights.

Upon such cessation of Associated Company status, licences or user rights granted by such Associated Company to any JU Project Participant under or in respect of Background or Foreground shall continue in full force and effect.